

## **E-TENDER SPECIFICATION**

<b>S. No.</b>	<b>E- TENDER SPECIFICATION NUMBER</b>
01	BHE/PW/PUR/ KNFGD-TEST-PILES/2354

### **FOR**

**CONSTRUCTION AND TESTING OF TEST PILES FOR NTPC KORBA STAGE-I (3X200 MW) + STAGE-II (3X500 MW) + STAGE-III (1X500 MW) THERMAL POWER PROJECT FGD PACKAGE, KORBA, CHHATTISGARH.**

### **VOLUME I – TECHNICAL BID**

#### **THIS TENDER SPECIFICATION CONSISTS OF:**

<b>Notice Inviting Tender</b>	
<b>Volume-IA</b>	<b>Technical Conditions of Contract</b>
<b>Volume-IB</b>	<b>Special conditions of Contract</b>
<b>Volume-IC</b>	<b>General conditions of Contract</b>
<b>Volume-ID</b>	<b>Forms &amp; Procedures</b>
<b>Volume-IE</b>	<b>Technical Specifications and Plant Layout</b>
<b>Volume II</b>	<b>Price Bid</b>



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

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Volume No	Description	Hosted in website <a href="http://www.bhel.com">www.bhel.com</a> (Briefly) and detailed in BHEL e-Procurement Portal as files titled
NIL	Tender Specification Issue Details	(Part of <b><u>Vol-IA-2354</u></b> )
NIL	Notice Inviting Tender	(Part of <b><u>Vol-IA-2354</u></b> )
I-A	Technical Conditions of Contract	Vol-I-A-2354
I-B	Special Conditions of Contract	(Part of Vol-I-BCD-2354)
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I-D	Forms & Procedures	(Part of Vol-I-BCD-2354)
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II	Price Bid Specification as specified in E-Procurement Portal	Volume-II-2354

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**CONSTRUCTION AND TESTING OF TEST PILES FOR NTPC KORBA STAGE-I (3X200 MW) + STAGE-II (3X500 MW) + STAGE-III (1X500 MW) THERMAL POWER PROJECT FGD PACKAGE, KORBA, CHHATTISGARH.**

**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

**AGM (Purchase)**

Place: Nagpur

Date:

2354

# NOTICE INVITING TENDER

Bharat Heavy Electricals Limited



**BHEL PSWR**  
**Notice Inviting Tender**

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Date: 04/01/2021

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

**To,**

Dear Sir/Madam,

**Sub : NOTICE INVITING E-TENDER**

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

**1.0 Salient Features of NIT**

<b>S No.</b>	<b>ISSUE</b>	<b>DESCRIPTION</b>	
<b>i</b>	<b>TENDER NUMBER</b>	<b>BHE/PW/PUR/ KNFGD-TEST-PILES/2354</b>	
<b>ii</b>	<b>Broad Scope of job</b>	CONSTRUCTION AND TESTING OF TEST PILES FOR NTPC KORBA STAGE-I (3X200 MW) + STAGE-II (3X500 MW) + STAGE-III (1X500 MW) THERMAL POWER PROJECT FGD PACKAGE, KORBA, CHHATTISGARH.	
<b>iii</b>	<b>DETAILS OF TENDER DOCUMENT</b>		
A	Volume-IA	<i>Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc.</i>	<i>Applicable</i>
B	Volume-IB	<i>Special Conditions of Contract (SCC)</i>	<i>Applicable</i>
C	Volume-IC	<i>General Conditions of Contract (GCC)</i>	<i>Applicable</i>
D	Volume-ID	<i>Forms and Procedures</i>	<i>Applicable</i>
E	Volume-IE	<i>Technical Specifications and Plant Layout</i>	<i>Applicable</i>
F	Volume-II	<i>Price Schedule (Absolute value).</i>	<i>Applicable</i>
<b>iv</b>	<b>Issue of Tender Documents</b>	<p>Tender documents will be available for downloading from BHEL website (<a href="http://www.bhel.com">www.bhel.com</a>) or e-procurement portal (<a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a>) as per schedule below:</p> <p><b>Start : 04/01/2021 , Time : 17:00 Hrs</b> <b>Closes: 11/01/2021 , Time : 12:00 Hrs</b></p> <p>Brief information of the tenders shall also be available at central public procurement portal. (<a href="https://eprocure.gov.in/epublish/app">https://eprocure.gov.in/epublish/app</a>)</p>	<i>Applicable</i>

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India

Website: [www.bhel.com](http://www.bhel.com)

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S No.	ISSUE	DESCRIPTION	
v	<b>DUE DATE &amp; TIME OF OFFER SUBMISSION</b>	<p><b>Date: 11/01/2021, Time : 13.00 Hrs</b>            The bidder should submit their offer online only in e-Procurement portal at <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a></p> <p><b><u>Bidders are requested to upload their offer well in advance in order to avoid last minute congestion at this website.</u></b></p> <p>Hard copy bid or bids through E-mail / fax shall not be accepted.</p>	<i>Applicable</i>
vi	<b>OPENING OF TENDER (Techno-Commercial Bid)</b>	<p><b>Date: 11/01/2021, Time: 17.00 Hrs</b></p> <p><b>Notes:</b></p> <p>(1) In case the due date of opening of tender becomes a non-working day, then the due date &amp; 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>	<i>Applicable</i>
vii	<b>EMD AMOUNT</b>	<b>Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand Only)</b>	<i>Applicable</i>
viii	<b>COST OF TENDER</b>	<b>NIL</b>	<i>Not Applicable</i>
ix	<b>LAST DATE FOR SEEKING CLARIFICATION</b>	<p><b>One day before due date of offer submission.</b>            Along with soft version also, addressing to undersigned &amp; to others as per contact address given below:</p> <p>1) Name: P R Chiwarkar            Designation: AGM            Deptt: Purchase            Address: Floor no. 5 &amp; 6, Shree Mohini Complex, 345 Kingsway, Nagpur-440001            Phone: Landline: +91-712-2858-633            Email :<a href="mailto:prchiwarkar@bhel.in">prchiwarkar@bhel.in</a>            Fax:+91-712-2858600</p> <p>2) Name: Neeraj Tiwari            Designation: Manager            Deptt: Purchase            Address: Floor no. 5 &amp; 6,Shree Mohini Complex, 345 Kingsway, Nagpur-440001            Phone: Land Line: +91-712-2858-651            Email :<a href="mailto:nktiwari@bhel.in">nktiwari@bhel.in</a>            Fax:+91-712-2858600</p>	<i>Applicable</i>
x	<b>SCHEDULE OF Pre Bid Discussion (PBD)</b>	-----	<i>Not Applicable</i>

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S No.	ISSUE	DESCRIPTION	
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	-----	Not Applicable
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 ( <a href="http://www.bhel.com">www.bhel.com</a> -->Tender Notifications →View Corrigendum), Central Public Procurement portal ( <a href="https://eprocure.gov.in/epublish/app">https://eprocure.gov.in/epublish/app</a> ) & on e-tender portal <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a> 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	SHREE MOHINI COMPLEX 345, KINGSWAY,NAGPUR
NAME OF BANK	STATE BANK OF INDIA
NAME OF BANK BRANCH AND BRANCH CODE	SBI,KINGSWAYBRANCH,BRANCH CODE-00432
CITY	NAGPUR
ACCOUNT NUMBER	31380025872
ACCOUNT TYPE	CURRENT A/C
IFSC CODE OF THE BANK BRANCH	SBIN0000432
MICR CODE OF THE BANK BRANCH	440002002

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

**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.

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**Documents Comprising the e-Tender**

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

**a. Technical Tender (UN priced Tender)**

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

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

**b. Price Bid:**

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

**DO NOT'S**

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

**Digital Signing of e-Tender**

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

**The Requirement:**

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

BHEL has finalized the e-procurement service Provider:-

**BHEL has finalized the e-procurement service Provider:-**

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

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

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

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0120-4001 002

0120-4200 462

0120-4001 005

0120-6277 787

1. Peter Raj, NIC, Ph: 9942069052

Email Support: [support-eproc@nic.in](mailto:support-eproc@nic.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.

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

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

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

- **PART I** consisting of '**PART I A (Techno Commercial Bid)**' & '**PART I B (EMD)**' in two separate sealed and superscribed envelopes (ENVELOPE I & ENVELOPE II)
- **PART II (Price Bid)** in sealed and superscribed envelope (ENVELOPE III)
- One set of tender documents shall be retained by the bidder for their reference

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

Sl. no.	Description	Remarks
<b>Part I A</b>		
	<p><b>ENVELOPE - I superscribed as:</b> PART-I (TECHNO COMMERCIAL BID) TENDER NO : NAME OF WORK : PROJECT : DUE DATE OF SUBMISSION : <b>CONTAINING THE FOLLOWING:-</b></p> <p>i. _____ Covering letter/Offer forwarding letter of Tenderer.</p> <p>ii. _____ Duly filled in 'No Deviation Certificate' as per prescribed format to be placed after document under sl no (i) above.</p> <p><b>Note:</b></p> <p>a. _____ In case of any deviation, the same should be submitted separately for technical &amp; 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>	

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iii.	Supporting documents/ annexure/ schedules/ drawing etc. as required in line with Pre-Qualification criteria.  It shall be specifically noted that all documents as per above shall be indexed properly and credential certificates issued by clients shall distinctly bear the name of organization, contact ph. no, FAX no, etc.	
iv.	All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc. pertinent to this NIT.	
v.	Integrity Pact Agreement (Duly signed by the authorized signatory)	If applicable
vi.	Duly filled in annexures, formats etc. as required under this Tender Specification/NIT	
vii.	Notice inviting Tender (NIT)	
viii.	Volume I A : Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc.	
ix.	Volume I B : Special Conditions of Contract (SCC)	
x.	Volume I C : General Conditions of Contract (GCC)	
xi.	Volume I D : Forms & Procedures	
xii.	Volume II (UNPRICED) without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item	
xiii.	Any other details preferred by bidder with proper indexing.	

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

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

<b>OUTER COVER</b>	
	<p><b>ENVELOPE - IV (MAIN ENVELOPE / OUTER ENVELOPE)</b>  superscribed as:  <b>TECHNO COMMERCIAL BID, PRICE BID &amp; EMD</b>  <b>TENDER NO.:</b>  <b>NAME OF WORK:</b>  <b>PROJECT:</b></p>

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	<b>DUE DATE OF SUBMISSION:</b>	
<b>CONTAINING THE FOLLOWING:</b>		
‡	<ul style="list-style-type: none"><li>○ Envelopes I</li><li>○ Envelopes II</li><li>○ Envelopes III</li></ul>	

- **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 Assessment of Capacity of Bidders:**

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

I. **LOAD:** Load takes into consideration **ALL** the contracts of the Bidder under execution with BHEL Regions, irrespective of whether they are similar to the tendered scope or not. The cut off month for reckoning 'Load' shall be the 3<sup>rd</sup> Month preceding the month corresponding to the 'latest date of bid submission', in the following manner -  
**(Note:** For example, if latest bid submission is in Jan 2017, then the 'load' shall be calculated up to and inclusive of Oct 2016)

Total number of Packages in hand = Load (P)

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

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

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

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

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

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- a)  $P_1, P_2, P_3, P_4, P_5, \dots P_N$  etc. be the packages (under execution/ executed during the 'Period of Assessment' in all Regions of BHEL) **SIMILAR** to the packages covered under the tendered scope, excepting packages not commenced. Total number of similar packages for all Regions =  $P_T$  (i.e.  $P_T = P_1 + P_2 + P_3 + P_4 + \dots P_N$ )
- b) Number of Months 'T<sub>1</sub>' for which 'Monthly Performance Evaluation' as per relevant formats, should have been done in the 'Period of Assessment' for the corresponding similar package P<sub>1</sub>. Similarly T<sub>2</sub> for package P<sub>2</sub>, T<sub>3</sub> for package P<sub>3</sub>, etc. for the tendered scope. Now calculate cumulative total months 'T<sub>T</sub>' for total similar Packages 'P<sub>T</sub>' for all Regions (i.e.  $T_T = T_1 + T_2 + T_3 + T_4 + \dots T_N$ )
- c) Sum 'S<sub>1</sub>' of 'Monthly Performance Evaluation' Scores (S<sub>1-1</sub>, S<sub>1-2</sub>, S<sub>1-3</sub>, S<sub>1-4</sub>, S<sub>1-5</sub>.... S<sub>1-T1</sub>) for similar package P<sub>1</sub>, for the 'period of assessment' T<sub>1</sub> (i.e.  $S_1 = S_{1-1} + S_{1-2} + S_{1-3} + S_{1-4} + S_{1-5} + \dots S_{1-T1}$ ). Similarly, S<sub>2</sub> for package P<sub>2</sub> for period T<sub>2</sub>, S<sub>3</sub> for package P<sub>3</sub> for period T<sub>3</sub> etc. for the tendered scope for all Regions. Now calculate cumulative sum 'S<sub>T</sub>' of 'Monthly Performance Evaluation' Scores for total similar Packages 'P<sub>T</sub>' for all Regions (i.e. 'S<sub>T</sub>' = S<sub>1</sub> + S<sub>2</sub> + S<sub>3</sub> + S<sub>4</sub> + S<sub>5</sub> + ... S<sub>N</sub>)
- d) **Overall Performance Rating 'R<sub>BHEL</sub>' for the Similar Package/Packages** (under execution/ executed during the 'Period of Assessment') in all the Power Sector Regions of BHEL

**Aggregate of Performance scores for all similar packages in all the Regions**

= -----

**Aggregate of months for each of the similar packages for which performance should have been evaluated in all the Regions**

S<sub>T</sub>  
= -----  
T<sub>T</sub>

- e) **Bidders to note that the risk of non-evaluation or non-availability of the 'Monthly Performance Evaluation' reports as per relevant formats is to be borne by the Bidder.**
- f) **Table showing methodology for calculating 'a', 'b' and 'c' above**

<b>Sl. No.</b>	<b>Item Description</b>	<b>Details for all Regions</b>							<b>Total</b>
		<b>(iii)</b>	<b>(iv)</b>	<b>(v)</b>	<b>(vi)</b>	<b>(vii)</b>	<b>(viii)</b>	<b>(ix)</b>	
1	Similar Packages for all Regions → (under execution/ executed during period of assessment)	P <sub>1</sub>	P <sub>2</sub>	P <sub>3</sub>	P <sub>4</sub>	P <sub>5</sub>	...	P <sub>N</sub>	Total No. of similar packages for all Regions = P <sub>T</sub> i.e. Sum (Σ) of columns (iii) to (ix)

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<b>Sl. No.</b>	<b>Item Description</b>	<b>Details for all Regions</b>							<b>Total</b>
		<b>(iii)</b>	<b>(iv)</b>	<b>(v)</b>	<b>(vi)</b>	<b>(vii)</b>	<b>(viii)</b>	<b>(ix)</b>	
2	Number of Months for which 'Monthly Performance Evaluation' as per relevant formats should have been done in the 'period of assessment' for corresponding Similar Packages ( as in row 1)	T <sub>1</sub>	T <sub>2</sub>	T <sub>3</sub>	T <sub>4</sub>	T <sub>5</sub>	...	T <sub>N</sub>	Sum $(\Sigma)$ of columns (iii) to (ix) $= T_T$
3	Monthly performance scores for the corresponding period (as in Row 2)	S <sub>1-1</sub> , S <sub>1-2</sub> , S <sub>1-3</sub> , S <sub>1-4</sub> , ... S <sub>1-T1</sub>	S <sub>2-1</sub> , S <sub>2-2</sub> , S <sub>2-3</sub> , S <sub>2-4</sub> , ... S <sub>2-T2</sub>	S <sub>3-1</sub> , S <sub>3-2</sub> , S <sub>3-3</sub> , S <sub>3-4</sub> , ... S <sub>3-T3</sub>	S <sub>4-1</sub> , S <sub>4-2</sub> , S <sub>4-3</sub> , S <sub>4-4</sub> , ... S <sub>4-T4</sub>	S <sub>5-1</sub> , S <sub>5-2</sub> , S <sub>5-3</sub> , S <sub>5-4</sub> , ... S <sub>5-T5</sub>	..	S <sub>N-1</sub> , S <sub>N-2</sub> , S <sub>N-3</sub> , S <sub>N-4</sub> , ... S <sub>N-TN</sub>	-----
4	Sum of Monthly Performance scores of the corresponding Package for the corresponding period (as in row-3)	S <sub>1</sub>	S <sub>2</sub>	S <sub>3</sub>	S <sub>4</sub>	S <sub>5</sub>	...	S <sub>N</sub>	Sum $(\Sigma)$ of columns (iii) to (ix) $= S_T$

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

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

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

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

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

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

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5	> 75 and < 80	0.2
6	$\geq 80$	NA

**III. 'Assessment of Capacity of Bidder':**

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

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

Note:

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

The Bidder shall be considered 'Qualified' as per 'Assessment of Capacity of Bidder' for the subject Tender if  $P \leq P_{Max}$

(Where P is calculated as per clause 'I' above)

**IV. Explanatory note:**

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

- ii). Identified Packages (Unit wise)

**Table-1**

Civil	Electrical and C&I	Mechanical
<ul style="list-style-type: none"> <li>i). Enabling works</li> <li>ii). Pile and Pile Caps</li> <li>iii). Civil Works including foundations</li> <li>iv). Structural Steel Fabrication &amp; Erection</li> <li>v). Chimney</li> <li>vi). Cooling Tower</li> <li>vii). Others (Civil)</li> </ul>	<ul style="list-style-type: none"> <li>i). Electrical</li> <li>ii). C&amp;I</li> <li>iii). Others (Elect. and C&amp;I)</li> </ul>	<ul style="list-style-type: none"> <li>i). Boiler &amp; Aux (All types including CW Piping if applicable)</li> <li>ii). Power Cycle Piping/Critical Piping</li> <li>iii). ESP</li> <li>iv). LP Piping</li> <li>v). Steam Turbine Generator set &amp; Aux</li> <li>vi). Gas Turbine Generator set &amp; Aux</li> <li>vii). Hydro Turbine Generator set &amp; Aux</li> <li>viii). Turbo Blower (including Steam Turbine)</li> <li>ix). Material Management</li> <li>x). FGD</li> </ul>

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

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

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

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

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

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

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

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

**Note:-** In case, the number of bidders qualified against Technical and Financial Qualification criteria itself is less than minimum no. of bidders required for conducting RA as per extant RA Guidelines, then all bidders (a)- having Overall Performance Rating ('R<sub>BHEL</sub>')  $\geq 60$ , (b)- First timer" bidders having average of available performance scores  $\geq 60$  upto and including the Cut Off month, (c)- "First timer" bidders for whom no performance score is available in the system upto and

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including the Cut Off month, shall be considered qualified against criteria of 'Assessment of Capacity of Bidders' for further processing of tender.

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

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

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

vi). Contractor shall provide the latest contact details i.e. mail-ID and Correspondence Address to SCT Department, so that same can be entered in the Contractor Performance Evaluation System, and in case of any change/discrepancy same shall be informed immediately. Login Details for viewing scores in Contractor Performance Evaluation System shall be provided to the Contractor by SCT Department.

vii). Performance Evaluation for Activity Month shall be completed in Evaluation Month (i.e. month next to Activity Month) or in rare cases in Post Evaluation Month (i.e. month next to Evaluation Month) after approval from Competent Authority. In case scores are not acceptable, Contractor can submit Review Request to GM Site/ GM Project latest by 25<sup>th</sup> of Evaluation Month or 3 days after approval of score, whichever is later. However, acceptance/rejection of 'Review Request' solely depends on the discretion of GM Site/GM Project. After acceptance of Review Request, evaluation score shall be reviewed at site and the score after completion of review process shall be acceptable and binding on the contractor.

viii). Project on Hold due to reasons not attributable to bidder -

- a. **Short hold:** Evaluation shall not be applicable for this period, however Loading will be considered.
- b. **Long hold:** Short hold for continuous six months and beyond or hold on account of Force Majeure shall be considered as Long Hold. Evaluation as well as Loading shall not be considered for this period.

ix). Performance evaluation as specified above in this clause is applicable to Prime bidder and Consortium partner (or Technical tie up partner) for their respective scope of work.

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

11.0 For any clarification on the tender document, the bidder may seek the same in writing or through e-mail and/or through e-procurement portal <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.

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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 Void

16.0 The Bidder has to satisfy the Pre-Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre-Qualification Criteria specified in this NIT as per Annexure-I (as applicable), past performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under HOLD.

**17.0** In case BHEL decides on a 'Public Opening', the date & time of opening of the sealed PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one authorized representative to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful/Disqualified bidders under intimation to the respective bidders.

18.0 Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.

19.0 **Reverse Auction:** "BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com) on "supplier registration page".) for this tender. RA shall be conducted among all the techno-commercially qualified bidders.

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

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

21.0 In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.

22.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.

23.0 Void.

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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](http://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](http://www.bhel.com).

28.1 Integrity commitment, performance of the contract and punitive action thereof:

**28.1.1 Commitment by BHEL:**

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

**28.1.2 Commitment by Bidder/ Supplier/ Contractor:**

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

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

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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 in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.

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.

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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

(Addl. General Manager - Purchase)

**Enclosure:**

01. Annexure-1: Pre Qualifying Requirements.
02. Annexure-2: Check List.
03. Annexure-3: Certificate by Chartered Accountant
04. Annexure-4: Reverse Auction Process Compliance Form
05. Annexure-5: Authorization of representative who will participate in the online Reverse Auction Process
06. Annexure-6: RA Price Confirmation and Breakup
07. Annexure-7: Integrity Pact
08. Annexure-8: Undertaking as per PQR C4 of Annexure-1 i.e. PQR
09. Annexure-9: Declaration reg. Related Firms & their areas of Activities (x) Other Tender documents as per this NIT.
010. Annexure-10: In-line with Department of Expenditure's (DoE) Public Procurement Division Order vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020
- 011.** Annexure 11: Important information.

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**ANNEXURE - 1**

**PRE QUALIFYING CRITERIA**

<b>E-Tender Specification Number: BHE/PW/PUR/ KNFGD-TEST-PILES/2354</b>		
<b>JOB</b>	CONSTRUCTION AND TESTING OF TEST PILES FOR NTPC KORBA STAGE-I (3X200 MW) + STAGE-II (3X500 MW) + STAGE-III (1X500 MW) THERMAL POWER PROJECT FGD PACKAGE, KORBA, CHHATTISGARH.	
<b>S No</b>	<b>PRE QUALIFICATION CRITERIA</b>	<b>Bidders claim in respect of fulfilling the PQR Criteria</b>
		<b>Applicability</b>
<b>A</b>	<p>Submission of Integrity Pact duly signed (if applicable)</p> <p>(Note: To be submitted by Prime Bidder &amp; Consortium /Technical Tie up partner jointly in case Consortium bidding is permitted, otherwise by the sole bidder)</p>	Not Applicable
<b>B</b>	<p><b><u>TECHNICAL PQR:</u></b></p> <p>Bidder shall essentially meet all the Qualifying Requirements (<b>i.e. B.1 &amp; B.2</b>) as under, in the last seven years as on latest date of bid submission:</p> <p><b>B.1:</b> Bidder should have Executed <b><u>"Piling or Civil or Structure or Civil and Structural works' or RCC Chimney or RCC Cooling Tower or RCC Silo or Mill Bunker or any combination of these works"</u></b> for any one of the following in the last seven years from latest date of bid submission:</p> <p><b>B.1.1)</b> Executed One work of value not less than <b>Rs. 60.00 Lakhs</b> against single work order.</p> <p style="text-align: center;"><b>OR</b></p> <p><b>B.1.2)</b> Executed Two works each of value not less than <b>Rs. 37.50 Lakhs</b> against maximum two work orders.</p> <p style="text-align: center;"><b>OR</b></p> <p><b>B.1.3)</b> Executed Three works each of value not less than <b>Rs. 30.00 Lakhs</b> against maximum three work orders.</p> <p style="text-align: center;"><b>AND</b></p> <p><b>B.2:</b> Bidder should have executed 'RCC Cast-in-situ driven piles' OR 'RCC Cast-in-situ Bored piles' OR 'Pre-cast Piles and its installation at Site' or any combination of these with quantity of:</p> <p><b>B.2.1)</b> At least <b>317 RM (running meter)</b> within a period of twelve consecutive months in one running/completed contract.</p>	Applicable

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<b>C-1</b>	<p><b>Financial TURNOVER</b> Bidders must have achieved an average annual financial turnover (audited) of <b>Rs. 22.50 Lakhs</b> or more over last three Financial Years (FY) i.e. '2016-17, 2017-18 &amp; 2018-19' OR '2017-18, 2018-19 &amp; 2019-20'*  *To consider last three financial years as '2016-17, 2017-18 &amp; 2018-19', bidder must provide a declaration that they do not have financial (audited) statements for FY 2019-20.</p>	Applicable	
<b>C-2</b>	<p><b>NETWORTH</b> (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.</p>	Applicable	
<b>C-3</b>	<p><b>PROFIT</b> 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.</p>	Applicable	
<b>C-4</b>	<p>Bidder must not be under Insolvency Resolution Process or Liquidation or Bankruptcy Code Proceedings (IBC) as on date, by NCLT or any adjudicating authority/authorities, which will render him ineligible for participation in this tender, and shall submit undertaking (Annexure-8) to this effect</p>	Applicable	
<b>D</b>	<p><b>Assessment of Capacity of Bidder to execute the work as per sl no 9 of NIT (if applicable)</b>  The "Assessment of Capacity of Bidders" for this Tender shall be carried out by considering the package of "<b>Pile and Pile Caps</b>".</p>	Applicable	
<b>E</b>	<p><b>Approval of Customer (if applicable)</b>  <b>Note:</b> 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</p>	Applicable	BY BHEL
<b>F</b>	<p>Price Bid Opening <b>Note:</b> Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria A to E</p>		BY BHEL
<b>G</b>	Consortium tie-ups	Not Applicable	

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

**Explanatory Notes for PQR B.1 (Technical)**

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

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

Where

P = Updated value of work

R = Value of executed work

$X_N$  = All India Avg. Consumer Price index for industrial workers for three months prior to the month of latest due date of bid submission (e.g. If latest bid submission date is 02-Mar-17, then bid submission month shall be reckoned as March'17 and index for Dec'16 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 the month, 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'16 shall be considered).

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

**Explanatory Notes for PQR B.2 (Technical):**

4. Unless otherwise specified, for the purpose of "**B.2 Technical Criteria**", the word '**EXECUTED**' means achievement of milestones as defined below:
  - a) "ACHIEVEMENT OF VALUE/PHYSICAL QUANTITIES" as per PQR.
  - 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 / CPBC / 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
5. Boiler means HRSG or WHRB or any other types of Steam Generator.
6. Power Cycle piping means Main Steam, Hot Reheat, Cold Reheat, HP Bypass.
7. 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

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.....  
mentioned in terms of Frame size, ISO rating of the same in terms of MW shall be considered for evaluation.

**Explanatory Notes for PQR -C (Financial):**

**C-1:**

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

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

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

$$\text{Net worth} = \text{Paid up share capital} + \text{Reserves}$$

**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 Common QR 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.
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 &

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Commissioning for the Electrical and C&I portion shall be considered as 15% of the price for supply & erection of Electrical and C&I.

**5. Following shall be complied with in case of consortium:**

- a. The Prime Bidder and Consortium Partner(s) are required to enter in to a consortium agreement and certify to BHEL regarding existence and validity of their consortium agreement in line with validity period mentioned in NIT.
- b. Prime Bidder and Consortium partners shall be approved by Customer for being considered for the tender (applicable if customer approval is required).
- c. Number of partners including prime Bidder shall be NOT more than **2 (two)**.
- 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.

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Format-1

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

To,

.....  
.....

Dear Sir,

**Sub:** Bid for NIT No .....dated..... 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:

<b>Name of Parent Company</b>	<b>Name of Subsidiary Company</b>	<b>Percentage of Equity Holding of Parent Company in Subsidiary Company</b>
.....	.....	.....

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

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Format-2

**Undertaking from the Parent Company/ Subsidiary Company of the bidder**

*(On the Letter Head of Parent Company/ Subsidiary Company, as applicable)*

From,  
Name:  
Full Address:

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

To,  
.....  
.....

Dear Sir,

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

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

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

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

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

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

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

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

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## **ANNEXURE - 2**

## CHECK LIST

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

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

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14	Declaration for relation in BHEL	Applicable/ <del>Not Applicable</del>	YES/NO
15	Non-Disclosure Certificate	Applicable/ <del>Not Applicable</del>	YES/NO
16	Bank Account Details for E-Payment	Applicable/ <del>Not Applicable</del>	YES/NO
17	Capacity Evaluation of Bidder for current Tender	Applicable/ <del>Not Applicable</del>	YES/NO
18	Tie Ups/Consortium Agreement are submitted as per format	Applicable/Not Applicable	YES/ NO
19	Power of Attorney for Submission of Tender/Signing Contract Agreement.  <u>Power of Attorney of Consortium Partner.</u>	Applicable/ <del>Not Applicable</del>	YES/NO
20	Analysis of Unit rates	Applicable/ <del>Not Applicable</del>	YES/NO

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

**DATE :**

**AUTHORISED SIGNATORY**  
**(With Name, Designation and Company seal)**

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**ANNEXURE-3**

**Certificate by Chartered Accountant on letter head**

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

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

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

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No. S.O.1722(E) dated October 5, 2006:

Rs ..... Lacs

2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act 2006:

Rs ..... Lacs

3. **For Enterprises** (having EM II Certificate/ valid NSIC Certificate or Udyog Aadhar Memorandum): Investment in plant and machinery or equipment is Rs..... Lacs and turnover is Rs. .... Lacs (as notified in MSME notification no. S.O. 2119 (E) dated 26.06.2020)

4. **For Enterprises** (having EM II Certificate/ valid NSIC Certificate or Udyog Aadhar Memorandum): Investment in plant and machinery or equipment is Rs..... Lacs and turnover is Rs. .... Lacs (as notified in MSME notification no. S.O. 2119 (E) dated 26.06.2020)

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

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

Or

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

Or

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

Date:

(Signature)

Name:

Membership Number:

Seal of the Chartered Accountant

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**ANNEXURE-4**  
**Reverse Auction Process Compliance Form**

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

To

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

**Sub: Agreement to the Process related Terms and Conditions**

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the RFQ document for {Items} against BHEL enquiry/ RFQ no. {BHE/PW/PUR/ KNFGD-TEST-PILES/2354} 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](http://www.bhel.com)), and the Business rules governing the Reverse Auction as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We also confirm that, in case we become L1 bidder, we will FAX/ email the price confirmation & break up of our quoted price as per Annexure - 6 within **two** working days (of BHEL) after completion of RA event, besides sending the same by registered post/ courier both to M/s. BHEL and M/s. {*Service provider.*}

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

With regards

Signature with company seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

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

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**ANNEXURE-5**

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

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

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**ANNEXURE - 6**

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

To

- *M/s. Service provider*
- *Postal address*

CC: M/s BHEL

*{Unit-  
Address-}*

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/ KNFGD-TEST-PILES/2354} dt.{...}**

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

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

The price break-up is as given below.

Total

=====

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

=====

Yours sincerely,

For \_\_\_\_\_

**Name:**

**Company:**

**Date:**

**Seal:**

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**ANNEXURE – 7**

**INTEGRITY PACT**

**Not applicable**

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**ANNEXURE – 8**

**UNDERTAKING**

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

**To,**

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

Dear Sir/Madam,

**Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS**

**Ref:** NIT/Tender Specification No: BHE/PW/PUR/ KNFGD-TEST-PILES/2354

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

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

Place:

Date:

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**ANNEXURE-9**

**DECLARATION**

To \_\_\_\_\_

Date: \_\_\_\_\_

BHEL, \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

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

Dear Sir/ Madam,

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

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

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

Regards,

( \_\_\_\_\_ )

From:  
Supplier Code:  
Address:

M/s \_\_\_\_\_  
\_\_\_\_\_

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**ANNEXURE-10**

(To be submitted in the bidder's letter head)

In-line with Department of Expenditure's (DoE) Public Procurement Division Order vide ref.  
F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020

Tender no .....

Job: .....

"I/ we have read the clauses pertaining to Department of Expenditure's (DoE) Public Procurement Division Order (Public procurement no 1, 2 & 3 vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020) regarding restrictions on procurement from a bidder of a country which shares a land border with India. I/We hereby certify that I/ we the bidder < name of the

bidder.....  
.....> is / are

a) Not from such a country and eligible to be considered for this tender.

**OR**

b) From such country, has been registered with the competent authority and eligible to be considered for this tender. (Evidence of valid registration by the competent authority shall be attached)

For and behalf of \_\_\_\_\_ (Name of the bidder)

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

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**ANNEXURE-11**

**IMPORTANT INFORMATION**

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

**Postal Address:**

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

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

AGM Purchase, Email: [prchiwarkar@bhel.in](mailto:prchiwarkar@bhel.in). Ph: +91 – 712 – 2858 - 633

Manager Purchase, Email: [nktiwari@bhel.in](mailto:nktiwari@bhel.in) Ph: +91 – 712 – 2858 -651

Dy. Manager Purchase, Email: [svm@bhel.in](mailto:svm@bhel.in) Ph: ++91 – 712 – 2858 -715

Dy. Engineer Purchase, Email: [bajjnath@bhel.in](mailto:bajjnath@bhel.in), Ph: +91 – 712 –2858 - 652

- 1. Refer Chapter XII of Volume IB Special Conditions of Contract regarding Suspension of Business Dealings: The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' has now been uploaded on [www.bhel.com](http://www.bhel.com) on "supplier registration page" at the following link: [http://www.bhel.com/vender\\_registration/pdf/Suspension\\_guidelines\\_abridged.pdf](http://www.bhel.com/vender_registration/pdf/Suspension_guidelines_abridged.pdf)**
- 2. "Pradhan Mantri Kaushal Vikas Yojna:** The contractor shall, at all stages of work deploy skilled/semi-skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute/Industrial Training Institute/ National Institute of Construction Management and Research (NICMAR), National Academy of Construction, CIDC or any similar reputed and recognized Institute managed/ certified by State/ Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/semi skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer-in-Charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer-in-Charge. Failure on the part of contractor to obtain approval of Engineer-in-Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate of Rs.100 per such tradesman per day. Decision of Engineer-in-Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding".
- 3. All Statutory Requirements as applicable for this project shall be complied with.**
- 4. BHEL Fraud Prevention Policy: "The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice."**
- 5. Following clause shall form part of the HSE documents issued under Chapter IX of Volume IB 'Special Conditions of Contract'**

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“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”.

**6. Following clause of Volume-I-C-General Conditions of Contract clause shall not be applicable for this contract:**

- a) Clause No 2.12: Over Run Compensation
- b) Clause No 2.17: Price Variation Compensation

**7. Commencement Period for “Performance Guarantee for Workmanship” as per clause no 2.24 of Vol-IC GCC:** This period shall commence after the completion of work as certified by Engineer-in-Charge.

**8. Void**

**9. The following paragraph has been added in clause 2.7.1 under clause 2.7 “Rights of BHEL” of General Conditions of Contract (Volume-IC GCC)**

In case of inadequate manpower deployed by contractor, BHEL reserves the right to deploy additional manpower through any other agency for expediting activities in the interest of the project. Supplied manpower shall be put on job by the contractor and payments and other statutory compliances related to manpower shall be the contractor's responsibly. In case of contractor's failure to fulfil his obligations in respect of such manpower, BHEL reserves the right to take necessary action as per contract conditions.

**10. Delay in 1st submission of SDBG/ PBG:** SDBG/ PBG is to be furnished by the vendor before start of work. No payment will be released till SDBG/PBG is submitted by the vendor.

However if requested by the vendor, cash recovery equivalent to SDBG/ PBG value to be made from the running bills submitted by the vendor. In such case, recovery of interest calculated @SBI PLR +2% on amount equivalent to SDBG/ PBG value to be made for the gap period (difference between date of start of work and date of submission of BG/ cash recovery).

**11. Compensation in case of Death/ Permanent Incapacitation of Person:** BHEL shall recover the amount of compensation paid to victim (s) by BHEL towards loss of life/ permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employee as detailed below:

- a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.
- b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/ operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works/ during working at BHEL Units/ Offices/ townships and premises/ Project sites.
- c) Compensation in respect of each of the victims:
  - (i) In the event of death or **permanent disability** resulting from **Loss of both limbs:** Rs 10,00,000/- (**Rs Ten Lakh**)
  - (ii) In the event of **other permanent disability:** Rs 7,00,000/- (**Rs Seven Lakh**)
- d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2(I) of the Employee's Compensation Act, 1923.

**12. Acceptance of Bank Guarantee (BG)**

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: [www.bhel.com](http://www.bhel.com)

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

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

**"Bank Guarantee issued by:**

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

State Bank of India  
ABN Amro Bank N.V.  
Bank of Baroda  
Canara Bank  
Citi Bank N.A.  
Corporation Bank  
Deutsche Bank  
HDFC Bank Ltd.  
The Hongkond 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".**

**13. Broad Terms & Conditions of Reverse Auction:**

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

**"BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com)) ([http://www.bhel.com/vender\\_registration/pdf/Guidelines%20for%20Reverse%20Auction-2020.pdf](http://www.bhel.com/vender_registration/pdf/Guidelines%20for%20Reverse%20Auction-2020.pdf)) for this tender. RA shall be conducted among all the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking."**

**~~BHEL shall open the Sealed Envelope Price bid through conventional method (either in E Procurement Portal or in Hard Copy method) of all the techno-commercially qualified bidders with applicable loading, if any and same shall be considered for their ranking.~~**

***Note-01:- In case the tender is an e-tender and bids are submitted on e-procurement portal of BHEL → <https://eprocurebhel.co.in>, the sealed electronic price bid (e-bid) is to be treated as sealed envelope price bid.***

***Note-02: No benefits to MSE bidders w.r.t Reverse Auction Guidelines as available on [www.bhel.com](http://www.bhel.com).***

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**14. 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.**

**15. "Towards compliance of Department of Expenditure's (DoE) Public Procurement Division Order vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020 - Bidder shall submit duly filled & signed 'Annexure-10' along with their techno-commercial offer. In this connection, following may be noted:**

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.

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 order 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 the majority of the directors or to control the management of 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

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ownership of or entitlement to more than fifteen percent of the property or capital or profits of 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 hold 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.

***However, in this regard, provision of Clause no 1.15.9 of Vol-IC GCC shall also be applicable.***

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# TECHNICAL CONDITIONS OF CONTRACT (TCC)

BHARAT HEAVY ELECTRICALS  
LIMITED



# TECHNICAL CONDITIONS OF CONTRACT (TCC) CONTENTS

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3	Facilities in the scope of Contractor/BHEL (Scope Matrix)	Chapter-III
4	T&Ps and MMEs to be deployed by Contractor	Chapter-IV
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7	Terms of Payment	Chapter-VII
8	Taxes and other Duties	Chapter-VIII
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# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-I: Project Information

<b>1.0</b>	<b>Project Information</b>  NTPC Korba FGD Package Stage-I,II&III (3x200MW + 3x500MW+ 1x500MW)
<b>1.1</b>	<p><b><u>Approach to site</u></b></p> <p>The proposed site is located at Jamnipali in Korba district of Chattisgarh.</p> <p>Latitudes : 22° 21' 0" N</p> <p>Longitudes : 82° 40' 48" E</p> <p>Place : Jamnipali</p> <p>District : Korba</p> <p>Nearest Railway Station : Champa (50KM)</p> <p>Nearest Airport : Raipur (250KM)</p> <p>Nearest Road : Connected with Champa through NH 149B Connected with Ambikapur and Bilaspur through NH 130</p> <p>The site is located on the western bank of river Hasdeo near Korba town in Korba District of Chhattisgarh State. The site is contiguous to the Right Bank Irrigation Canal emanating from Hasdeo Barrage. BALCO's aluminium plant and two power stations are already located on both the banks of Hasdeo river in the vicinity. Korba town is a broad gauge railhead 37 kms away from Champa railway station on Calcutta-Nagpur main line of South-Eastern Central Railway and is approximately 510 kms from Nagpur by rail. The site is very close to all weather road between Katghora &amp; Korba and is approximately 110 kms from Bilaspur and 10 kms from Korba town.</p>

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-II: Scope of Works and Technical Specifications

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### 2.0 SCOPE OF WORK

#### 2.0.1 The scope of work comprises of but not limited to the following: -

01. The scope of work will cover all works connected with installations and Testing of Bored Cast-in-situ test piles including mobilizations of hydraulic rig and other equipments their erection/dismantling/transportation/assembling and erecting from one area to another within the plant, preparation of firm ground as required for supporting the pile rigs, supply of materials, sampling and testing of materials consumables, labours, transportation, excavation, chipping of pile concrete above PCL (pile cut-off level) and expose the reinforcement and preparation of pile head for testing, removal of debris etc. all complete as required for the proper and satisfactory completion of the job. The scope also covers carrying out initial tests on piles to assess their vertical, horizontal and pull out load carrying capacities including Pile Integration tests as per the Section D of Volume IIB enclosed here (Specification No: PE-TS-999-600-C021) including kentledge design, fabrication, loading, unloading, providing gauges and other materials required to carry-out tests successfully. To carry out field and lab test on piles, preparation and submission of reports to BHEL as per specification No PE-TS-999-600-C021
02. The work shall include supplying and providing necessary all materials, mobilization of all necessary equipment's, **excluding supply of Reinforcement (Grade IS 1786, Fe 500/Fe 500D) which will be supplied by BHEL free of cost** providing necessary engineering supervision through qualified and technical personnel, skilled and unskilled labour, etc. as required to carry out the complete piling work, and submission of reports as per schedule to BHEL.
03. Above jobs shall be executed as per BHEL Engineer's instructions, drawings, detailed specification and respective bill of quantities furnished in the Rate Schedule.
04. The project site is clear of any kind of vegetation and is leveled, however if required the contractor may carry out dressing and leveling, including dismantling of grade slab if any etc., for positioning, movement of its rig from one location to another and other site activities for carrying out the piling work. No separate payment will be made towards the same.
05. The rate shall also be inclusive of setting out the location and levels of the proposed piles from existing grid levels and bench marks furnished by NTPC/BHEL. The contractor should have its own surveyor and surveying equipment's like total station and auto levels or can engage an agency carrying out surveying work with approval of BHEL for carrying out the surveying work for finalizing the location and levels of test piles. No separate payment will be made towards the same.
06. The works to be performed under this contract consist of providing all labour, supervision, material, scaffolding, construction equipment, piling equipment's, tools and plants, temporary works, supplies, transportation and all incidental items not shown or specified but reasonably implied or necessary for the proper completion of work in all respects. Testing of all materials, concrete, earthwork other allied works, shall be also included.
07. Specific technical specification for this tender shall be as per Section D of Volume IIB enclosed here (Specification No : PE-TS-999-600-C021).

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-II: Scope of Works and Technical Specifications

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08. The contractor shall provide the owner/BHEL such an assistance, instruments, machines, labour and materials as are normally required for examining, measuring and testing any work and the quality, weight or quantity of any material used.
09. Providing all incidental items not shown or specified but reasonably implied or necessary for the successful completion of the work in accordance with contract.
10. Arranging for joint checking (with BHEL/BHEL's Customer/Consultant) of all site construction activities Preparation of joint protocols for each & every activity and maintaining quality records for audit/inspection.
11. Vendor has to provide temporary liner for piling for prevention of bore collapsing of required length wherever required. No separate payment will be made towards the same.
12. Approval of Pile Testing methodology and its agency from BHEL/NTPC.
13. BHEL's standard specification (with prior approval of Engineer-in-charge). The contractor shall provide the owner/BHEL such an assistance, instruments, machines, labour and materials as are normally required for examining, measuring and testing any work and the quality, weight or quantity of any material used.
14. Providing all incidental items not shown or specified but reasonably implied or necessary for the successful completion of the work in accordance with contract.
15. Submission of final reports of all tests to BHEL.

### **2.0.2 Other Related Activities:**

1. Draw Construction Power from Customer's given Point at one location inside the plant including all materials.
2. Taking delivery of reinforcement bars from BHEL stores including loading, transportation and unloading, stacking, preservation etc. at site.
3. Furnishing samples of all materials required by the engineers for testing/inspection and approval for use in the works. The samples may be retained by the engineer for final incorporation in the works.
4. Furnishing test reports for the products used or intended to be used, if called for the specifications or if so desired by the engineer.
5. Giving all notices, paying all fees, taxes etc., in accordance with the general conditions of contract, that is required for all works including temporary works.

### **2.0.3 Field Quality Assurance:**

The contractor shall be responsible for day-to-day quality checks of concrete and other building materials 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

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-II: Scope of Works and Technical Specifications

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**BHEL/NTPC.** For this, contractor shall either establish their own field quality lab or have tie-up with approved lab by BHEL in/outside of the plant if so required by BHEL. BHEL shall provide Concrete Design Mix Document for Concreting work.

### 2.0.4 Reconciliation of steel issued by BHEL (free of cost):

#### 2.0.4.1 MATERIAL

- 1) Reinforcement steel bars as specified in relevant BOQ and drawings **shall be issued at free of cost by BHEL for use in the work covered in this contract from BHEL stores/store yard.** The contractor shall collect these materials from BHEL stores/store yard at specified places at his own cost and store the same at the work site or in his stores as per standard norms. Materials issued will be used only for piling works.
- 2) BHEL reserves the right to recover from the contractor any loss arising out of damage/ theft or any other causes or during verification/stacking or at any time under the custody of the contractor.
- 3) The contractor shall take care of material issued by BHEL and shall protect the same from damage and weathering.
- 4) Contractor shall construct waterproof cement store for storing of cement for storing and stacking of cement procured by the contractor.
- 5) The contractor has to take prior approval for type and brand of cement manufacturers prior to the procurement of the PPC cement for carrying out the work.
- 6) The contractor shall in no case be entitled for any compensation on account of any delay in supply or non-supply thereof for all or any such materials. However in case of non-availability of any specific reinforcement bars which delays the completion of work, such cases shall be recorded separately during the joint review meeting at site and the shall be considered for time extension of contract.
- 7) No material shall be issued to the contractor except as those indicated and mentioned above i.e. Reinforcement steel as specified in relevant BOQ. Contractor will have to make his own arrangement at his own cost for procurement of any other materials except as mentioned above, as required for the works and of such quality as acceptable to BHEL.
- 8) The contractor shall maintain proper store account for all the BHEL issued materials and shall give **Three (03) copies of monthly-computerized reconciliation statement** of such account showing total receipt, consumption and balance at site to the BHEL. BHEL Engineer's certification for the reconciliation of steel shall be final. The detailed reconciliation (dia. Wise or as required) shall be **before submission of final bill.**
- 9) The contractor shall solely be responsible for the safety & security of material after it is handed over and issued to contractor by the BHEL.
- 10) BHEL issued materials, shall not be under any circumstances whatsoever, and shall be taken out of the project site unless otherwise permitted by BHEL for outside job.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-II: Scope of Works and Technical Specifications

### 2.0.4.2 FOLLOW UP & HANDLING OF MATERIALS ISSUED BY BHEL:

- 1) Reinforcement Steel as specified in relevant BOQ shall be issued at free of cost by BHEL for use in the work covered in this contract from BHEL stores/storage yard. As per the approved drawings contractor shall furnish their section wise requirement well in advance.
- 2) Materials shall be issued by BHEL based on the weighment basis/linear measurements & sectional weight and payment shall also be done in similar way. However, on specific request of the contractor "**as a special case to expedite the job**" the consignment received at BHEL stores can directly be diverted to the work site following issuance procedure of BHEL. Such direct issues shall be as per the Challan/document/LR received with the consignment. Contractor at their cost in such cases shall do unloading of materials from lorry.
- 3) All equipments tool and tackles like cranes, winches, D-Shackles, slings of various sizes, max puller, pulley blocks, jacks, trucks, trailers etc. Required for such handling of steel from BHEL stores/storage yard etc. Shall be arranged by contractor within quoted/accepted rates.
- 4) The contractor shall take delivery of the materials from the designated place within the project premises at his own cost and store the same at his stores as per standard norms. Open land for such purposes shall be provided by BHEL on free of cost basis. Temporary barbed wire fencing of the open storage yard is to be done by the contractor and is included under the scope of his work.
- 5) Contractor shall also remove grass, bushes, trees etc wherever required off the land provided to him and shall make proper continuous up keeping of the open yard /land by removing grass, bushes trees etc and same is included under the scope of his work & No extra payment shall be made to the contractor in this regard.
- 6) The bidder shall make complete arrangement of necessary security personnel's to safeguard all such materials in his custody.
- 7) Materials issued will be used only for construction of permanent works. The contractor shall take care of material issued by BHEL and shall protect the same from theft, damage and weathering.
- 8) Excessive rusting of steel in custody of agency/contractor must be avoided. **In case, due to any cause attributable to the contractor, such rusting of steel occur rendering the same unusable, then such quantity of steel shall be recovered from the interim payment at the penal rate specified in the tender.**

### 2.0.5 ISSUE OF BHEL MATERIALS

Issue of steel: -The steel shall be issued to the contractor on the following basis:

(A)	Reinforcement Steel	Weighment basis (Unit-MT)
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All the steel reinforcement, issued by the BHEL shall be properly accounted for. The total quantity of steel required for the work will be calculated from the approved bar bending schedule,

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-II: Scope of Works and Technical Specifications

fabrication drawings, approved laps, chairs and lugs. The measurement for payment as well as for accounting shall be based on linear measurements and the sectional weight as indicated in the following IS specifications.

Sl. no	IS code (s)	Description
1	IS:1732-1971/IS-1786	Rounds including deformed high yield strength bars/TMT rebar.

In case any such sectional weights are not available in the above documents, the manufacturer recommendation shall be binding. The steel issued to the contractor shall be mainly in standard length and sections as received from the supplier.

However, the contractor shall be bound to accept the steel in length as available in the project stores no claims for extra payment because of issue of non-standard length will be entertained. The contractor shall satisfy himself of the quality and quantity of the materials at the time of taking delivery from BHEL stores/storage yard. No claims whatsoever will be entertained by BHEL because of quality or quantity after the contractor takes the materials from BHEL stores/storage yard.

**Bidder to note that cement and steel required for their enabling job like store/site office etc. shall be arranged at his own cost.**

### **2.0.6 RETURN OF MATERIALS:**

#### **Return of steel:-**

**2.0.6.1 Return of Reinforcement Steel and Structural Steel including Scrap:** All surplus steel and all wastage materials will be taken back on weight basis. Surplus, unused and untampered steel shall be sorted section-wise and returned separately at a place directed by BHEL/Engineer within the project area. Return of such materials will not be entitled to any handling and incidental charges. All wastage / scrap (including melting scrap, wastage, and unusable scrap) shall be promptly returned to the stores and a receipt obtained for material accounting purposes. Return of such material will not be entitled to any transportation and incidental charge. Scrap for reinforcement steel and structural steel shall be returned separately.

### **2.0.7 Scrap and Serviceable Materials:**

**2.0.7.1** All TMT measuring 3 M and above in length shall be treated as **serviceable material** provided they are in good acceptable condition. TMT in less than 3 M shall be treated as scrap.

### **2.0.8 Reinforcement Steel Consumption**

The theoretical consumption of various sections and/or diameter of reinforcement shall be based on approved construction drawing and bar bending schedule. Weight shall be calculated

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considering the sectional weights as per Indian standards. No extra cost shall be payable to the contractor for any deviation in weights for the different procedures adopted for issue and calculation of the theoretical consumption including rolling tolerances.

- 2.0.8.1 Actual consumption = Issue – Surplus.
- 2.0.8.2 Surplus = un-tampered, unused, uncut QTY of steel **including serviceable material returned** by the contractor to BHEL store along-with relevant documents.
- 2.0.8.3 Wastage = Actual consumption – Theoretical consumption.

### 2.0.9 Reinforcement Steel Wastage

- 2.0.9.1 **Allowable Wastage:** (+3%) of the theoretical consumption shall be considered as allowable wastage.

<b>Wastage and scrap shall be as per actual weighment basis.</b>		
<b>Sl no.</b>	<b>Reinforcement steel</b>	<b>Basis of issue &amp; penal recovery</b>
R-1	Theoretical consumption (without considering wastage and scrap or loss)	Free
R-2	Wastage limited to <b>plus THREE</b> percent (+3%) of aforesaid theoretical consumption (R-1) towards allowable wastage.	Free
R-3	Wastage beyond <b>THREE</b> percent (+3%) of the theoretical consumption above (R-1).	Penal rate

### 2.0.10 Reconciliation of Materials:

- 2.0.10.1 The contractor shall submit a reconciliation statement of cement and steel issued to the contractor with each RA Bill.
- 2.0.10.2 At the time of submission of bills, the contractor shall properly account for the material issued to him as specified herein to the satisfaction of BHEL certifying that the balance material are available in the contractor custody at site.
- 2.0.10.3 At the time of submission of bills, if it is noticed by BHEL that the wastage is high and calls recovery at the penal rate, then, BHEL will proceed for recovery for the excess wastage as per penal recovery rates as specified.
- 2.0.10.4 The reference drawings for actual material consumption to be used for the purpose of reconciliation shall be drawings prepared by the BHEL and drawings approved by BHEL for fabrication works and such other drawings approved by BHEL. This shall also include the bar bending schedule prepared by the contractor and approved by BHEL.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-II: Scope of Works and Technical Specifications

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### 2.0.11 RECOVERY OF MATERIAL:-

- If wastage exceeds the specified limit, the recovery of excess wastage shall be made from monthly R/A bill at the penal rate.

#### Penal Rate of Materials:

Sl. No	Description	UOM	Penal Rate (in Rs)
A	Reinforcement steel	MT	65,000/-

### 2.0.12 PROCUREMENT OF MATERIALS BY SUCCESSFUL CONTRACTORS AND TESTING:

01. Material required for the entire job (other than issued by BHEL as explained above) like cement, sand, aggregates, **Polymer/bentonite** for pile bore stabilization and all other material required for the completion of entire scope have to be arranged by the contractor, except those specifically indicated as BHEL scope of supply. BHEL reserves the right to reject any material not found satisfactory.
02. Contractor shall produce manufacturer's test certificate (**MTC**) for cement for every batch of manufacturing along with each consignment brought to the site. Cement shall be procured from fresh stock only. Apart from the above, it shall be the responsibility of contractor to get the testing of cement, or any other materials procured from outside laboratory approved by **BHEL/NTPC** to ascertain the quality if insisted by **BHEL/BHEL's customer**. Rate quoted shall be inclusive of all such contingencies and no additional payment shall be made on this account. For this purpose, sample shall be collected at site in presence of **BHEL/BHEL customer's** representative.
03. ALL THE MATERIAL REQUIRED FOR TEST PILING WORK SHALL BE PURCHASED FROM ONLY THE VENDORS APPROVED BY BHEL/NTPC/CONSULTANT. LIST OF SUCH APPROVED VENDORS TO BE OBTAINED BY CONTRACTOR BEFORE PURCHASE OF ANY MATERIALS. THE LIST MAY UNDERGO REVISIONS FROM TIME TO TIME. THEREFORE, THE CONTRACTOR SHALL ASCETAIN CONCURRENCY OF APPROVAL IN RESPECT OF ANY VENDOR FROM WHOM HE IS LIKELY TO SOURCE ANY ITEM.

### 2.0.13

1. The work shall be carried out as per construction drawings, specifications, the description of the items in this schedule and/or Engineer's instructions, Drawings enclosed with these documents are only indicative giving some idea of the type of work involved. Final drawings will be issued progressively during the execution of the work.
2. Engineer's decision shall be final and binding on the contractors regarding clarification of items in this schedule with respect to the other section of the contract.
3. In case of any discrepancy between item description, relevant drawing and/or specification clarification shall be sought at tender stage itself. Otherwise it shall be assumed that the bidder has quoted for the more stringent requirement.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-II: Scope of Works and Technical Specifications

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4. In case the test piles fail due to poor workmanship of the contractor then the contractor shall install and re test the piles at his own cost without any financial implication to BHEL.

### 2.0.14 HIERARCHY

In case of any conflict/deviations amongst various documents, the order of precedence shall be as follows

- 1) Statutory Regulations
- 2) NTPC Technical specification/Section C Technical specifications.
- 3) Scope of works as per Section A of the bid documents.
- 4) IS standards
- 5) BHEL's standard specification (Section D).

**The above hierarchy shall be followed strictly for technical requirements only to carry out works under the scope of this contract.**

**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. Abdul Syeed BHEL Site Office: Korba FGD Mob No.: 8463825244	Sh. Gopal Tiwary PSWR Nagpur Ph no: 9881718378
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**TECHNICAL CONDITIONS OF CONTRACT (TCC)**  
**Chapter-III- Facilities in the scope of Contractor/BHEL**

Sl.No.	Description <b>PART I</b>	Scope / to be taken care by		<b>Remarks</b>
		BHEL	Bidder	
3.1	<b>ESTABLISHMENT</b>			
3.1.1	<b>FOR CONSTRUCTION PURPOSE:</b>			
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	<b>FOR LIVING PURPOSES OF THE BIDDER</b>			
a	Open space for labour colony (as per availability)		Yes	Contractor has to make his own arrangements for space, shelter and transportation of labors as per their requirement.
b	Labour Colony with internal roads, sanitation, complying with statutory requirements		Yes	
3.2.0	<b>ELECTRICITY</b>			

**TECHNICAL CONDITIONS OF CONTRACT (TCC)**  
**Chapter-III- Facilities in the scope of Contractor/BHEL**

Sl.No.	Description <b>PART I</b>	Scope / to be taken care by		<b>Remarks</b>
		BHEL	Bidder	
a	Two number 415 V feeders in LT switchgears.	Yes		<b>Chargeable.</b> At a distance of 500m from site (distance is only estimated, It may vary up to any extent depending on site condition). In case of power failure due to maintenance or any reason, contractor shall have to arrange the same at his own expenses through DG set etc. to ensure progress of work.
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	<b>Electricity for the office, stores, canteen etc of the bidder(to be specified whether chargeable or free)</b>			<b>Chargeable</b> at an available distance. In case of non-availability of power due to any reason from customer point, contractor shall have to arrange the same at his own expenses through DG set.
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	
3.2.3	<b>Electricity for living accommodation of the bidder's staff, engineers, supervisors etc</b>		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	<b>WATER SUPPLY</b>			
3.3.1	<b>For construction purposes:(to be specified whether chargeable or free)</b>			

**TECHNICAL CONDITIONS OF CONTRACT (TCC)**  
**Chapter-III- Facilities in the scope of Contractor/BHEL**

Sl.No.	Description <b>PART I</b>	Scope / to be taken care by		<b>Remarks</b>
		BHEL	Bidder	
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	<b><u>Water supply for bidder's office, stores, canteen etc.</u></b>			
a	Making the water available at single point		<b>Yes</b>	
b	Further distribution as per the requirement of work including supply of materials and execution		Yes	
3.3.3	<b><u>Water supply for Living Purpose</u></b>			Contractor has to make his own arrangement.
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	
3.4.0	<b>LIGHTING</b>			
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	<b>COMMUNICATION FACILITIES FOR SITE OPERATIONS OF THE BIDDER</b>			
a	Téléphone, fax, internet, intranet, e-mail etc.		Yes	
3.6.0	<b>COMPRESSED AIR wherever required for the work</b>		Yes	
3.7.0	<b>Demobilization of all the above facilities</b>		<b>YES</b>	
3.8.0	<b>TRANSPORTATION</b>			
a	For site personnel of the bidder		Yes	

**TECHNICAL CONDITIONS OF CONTRACT (TCC)**  
**Chapter-III- Facilities in the scope of Contractor/BHEL**

<b>Sl.No.</b>	<b>Description</b>	<b>Scope / to be taken care by</b>		<b>Remarks</b>
		<b>BHEL</b>	<b>Bidder</b>	
<b>b</b>	For bidder's equipments and consumables (T&P, Consumables etc)		Yes	

<b>Sl.No.</b>	<b>Description</b>	<b>Scope / to be taken care by</b>		<b>Remarks</b>
		<b>BHEL</b>	<b>Bidder</b>	
	<b>PART II</b>			
	<b>3.9.0 ERECTION FACILITIES</b>			
3.9.1	Engineering works for construction:			NOT APPLICABLE
a	Providing the erection/constructions drawings for all the equipments covered under this scope	Yes		<b>For Details Pl refer Chapter-IX-</b>
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.		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 MME to be deployed by Contractor

### A: TOOL & PLANTS

SN	DESCRIPTION																																											
1	<p><b>(a) T &amp;Ps for Civil works</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Sl.</th> <th style="text-align: center;">Major T&amp;P items</th> <th style="text-align: center;">Qty</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.</td><td>Piling Hydraulic Rig with complete set.</td><td style="text-align: center;">01 No.</td></tr> <tr> <td style="text-align: center;">2.</td><td>Total Station</td><td style="text-align: center;">As per requirement</td></tr> <tr> <td style="text-align: center;">3.</td><td>Auto level &amp; staff</td><td style="text-align: center;">As per requirement</td></tr> <tr> <td style="text-align: center;">4.</td><td>Concrete Cube Moulds</td><td style="text-align: center;">36Nos.</td></tr> <tr> <td style="text-align: center;">5.</td><td>Desktop/Laptop with printing &amp; CD writing facility</td><td style="text-align: center;">01 sets</td></tr> <tr> <td style="text-align: center;">6.</td><td>COMMUNICATION FACILITIES</td><td style="text-align: center;">As per requirement</td></tr> <tr> <td style="text-align: center;">7.</td><td>Mini batching plant (5/10Cub.m./Hr.)/Tie up with local available agency</td><td style="text-align: center;">01 No.</td></tr> <tr> <td style="text-align: center;">8.</td><td>Conventional concrete mixer machine</td><td style="text-align: center;">01 No.</td></tr> <tr> <td style="text-align: center;">9.</td><td>JCB /Poclein</td><td style="text-align: center;">As per requirement</td></tr> <tr> <td style="text-align: center;">10.</td><td>Pick -N- Carry Crane 14 MT (equivalent to F-15)</td><td style="text-align: center;">As per Requirement</td></tr> <tr> <td style="text-align: center;">11.</td><td>Full set of tool and tackles like Jacks of required capacity, girders, loading platforms, loads, Gauges, for carrying out the various test on piles.</td><td style="text-align: center;">As per Requirement</td></tr> <tr> <td style="text-align: center;">12.</td><td>Equipments for carrying Pile Integrity Test</td><td style="text-align: center;">As per Requirement</td></tr> <tr> <td style="text-align: center;">13.</td><td>Equipments for carrying Load Test on piles</td><td style="text-align: center;">As per requirement</td></tr> </tbody> </table> <p><b>Bidder may have tie up with RMC suppliers located within the vicinity of plant area or nearby stations with approval of BHEL/NTPC for carrying out the concreting works.</b></p> <p><b>(b) Civil Works - Field Quality Lab Equipments :- Bidders may have a tie-up with other agency with approval of BHEL /NTPC for quality checks.</b></p> <p>As per requirement.</p>		Sl.	Major T&P items	Qty	1.	Piling Hydraulic Rig with complete set.	01 No.	2.	Total Station	As per requirement	3.	Auto level & staff	As per requirement	4.	Concrete Cube Moulds	36Nos.	5.	Desktop/Laptop with printing & CD writing facility	01 sets	6.	COMMUNICATION FACILITIES	As per requirement	7.	Mini batching plant (5/10Cub.m./Hr.)/Tie up with local available agency	01 No.	8.	Conventional concrete mixer machine	01 No.	9.	JCB /Poclein	As per requirement	10.	Pick -N- Carry Crane 14 MT (equivalent to F-15)	As per Requirement	11.	Full set of tool and tackles like Jacks of required capacity, girders, loading platforms, loads, Gauges, for carrying out the various test on piles.	As per Requirement	12.	Equipments for carrying Pile Integrity Test	As per Requirement	13.	Equipments for carrying Load Test on piles	As per requirement
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# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter- IV: T&Ps and MME to be deployed by Contractor

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### **B: MEASURING AND MONITORING DEVICES (MMD):**

01. During execution of the job, it is very essential that proper and adequate inspection should be made constantly by the contractor to maintain accuracy of testing. During the important Lab. Test, BHEL Engineer may visit the Contractor's laboratory for verification of test. Contractor shall allow him to have access in the laboratory & interact with testing Engineers & extend all the co-operation.
  
02. All the MMDs (Measuring and monitoring devices) & testing equipments including Laboratory equipments deployed on the job shall have the traceability as per National & International standard.

#### **NOTE:**

1. This above list is only indicative and neither exhaustive nor limiting. Quantities indicated above are only the minimum required. 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 MME to be deployed by BHEL

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BHEL has 750 MT (Approx.) Concrete Block Kent ledge of free of Cost for Pile Testing Work. Bidder has to asses and examine the concrete block for the loading pattern considering the available dimension of the block. For any requirement of the blocks bidder has to arrange the same without any extra cost. Tentative list of Concrete block is annexed with this tender.

BHEL will provide crane of suitable capacity for Concrete Block Loading for Pile Testing. Operator shall be in BHEL Scope. Fuel shall be arranged by BIDDER.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter- VI: Time Schedule

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### **6.0 Time Schedule and Mobilization:**

#### **6.1.1 Initial Mobilization and Tentative Schedule:**

Contractor shall reach site, make his site establishment and be ready to commence the work within two weeks from the date of fax Letter of Intent or as per directions of Construction Manager/ Project Manager of BHEL.

The contractor has to subsequently augment his resources in such a manner that the entire works are completed within the contract period of **04 (Four) months** in a manner required by BHEL to match with the project schedule.

**THE OVERALL CONTRACT PERIOD SHALL OF 04 (Four) months.**

**6.1.2** In order to meet above schedule and other intermediate targets/activities as set by BHEL Engineer In charge at site, to meet customer requirements/project schedule, contractor shall arrange all necessary resources and work force in consultation with BHEL engineer at site to undertake works concurrently in all possible fronts as made available to contractor.

The contractor shall reach site and establish his site office and mobilize necessary resources well in advance of actual commencement of the contract time schedule as per directions of BHEL engineer.

**DATE OF START OF WORK SHALL BE THE DATE ON WHICH HYDRAULIC RIG IS MOBILISED IN WORKING CONDITION AT SITE.**

**Bidder has to submit relevant document of Proposed Hydraulic Rig Model for approval within 5 days of issue of LOI.**

The contractor shall complete all the work in the scope of this contract within the contract period.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter- VII: Terms of Payment

### 7.0 **TERMS OF PAYMENT**

The payments for works under the scope of this contract shall be as per clause no 2.6; clause 2.22; clause 2.23 of General Conditions of Contract and Chapter X of Special Conditions of Contract.

### 7.1 **Progressive Payment against Civil and structural Works.**

100% of civil and structural works, shall be paid progressively:

- a. Certification by the engineer in-charge for the quantum of work completed.
- b. Certification by the engineer in-charge/Owner's field quality surveillance representative for the successful completion of quality checkpoints involved in the quantum of work billed.

#### 7.1.1 **Documents required for payment are as under:**

- The protocols for the work done in a month shall be submitted in triplicate duly agreed/signed by BHEL Engineer/customer.
- All supporting documents including HR compliances, MRC (Material Receipt Certificate) for supplies, Quality documents, signed protocols for quantum of work completed & billed are to be submitted along with each running bills.
- Consumption report of reinforcement steel & cement shall be submitted along with each running bill.
- Contractor shall submit any additional documents as desired by the customer.

### 7.2 **Note:**

Payment for running bills shall be released normally within 30 days of submission of running bill complete in all respects with all supporting 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. Few points of consideration are as below:

- The RA bill payments are interim payments.
- Recoveries because of electricity, statutory deductions etc. shall be made as per terms of contract.
- BHEL will release payment through Electronic Fund Transfer (EFT)/RTGS.
- Final bill shall be submitted after completion of all works covered under this contract.
- Supplier invoices pertaining to all material procurement and material test certificate shall be submitted to BHEL for verification purpose.
- All statutory/ regulatory obligations including EXIM policies shall be complied by the successful bidder and supporting documents towards the same shall be submitted to BHEL by the successful bidder.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-VIII: Taxes and Duties

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

1. All taxes excluding GST, GST Cess & BOCW Cess **but including, Royalties, fees, license, deposits, commission, any State or Central Levy and other charges whatsoever, if any, shall be borne by you and shall not be payable extra.**
2. Any increase of the taxes excluding GST, GST Cess & BOCW Cess, at any stage during execution including extension of the contract shall have to be borne by the contractor. Quoted/ accepted rates/ price shall be inclusive of all such requirements. Please note that since GST on output will be paid by BHEL separately as enumerated below, your quoted rates/ price should be after considering the Input Credit under GST law at your end.
3. **GST :**  
The successful bidder shall furnish proof of GST registration .GST along with Cess (as applicable) legally leviable & payable by the successful bidder as per GST Law, shall be paid by BHEL. Hence Bidder shall not include GST along with Cess (as applicable) in their quoted price.
4. GST charged in the Tax Invoice/Debit note by the contractor shall be released separately to the contractor only after contractor files the outward supply details in GSTR-1 on GSTN portal and input tax credit of such invoice is matched with corresponding details of outward supply of the contractor and has paid the GST at the time of filing the monthly return
5. E-invoicing under GST has been implemented with effect from 1st October 2020 for all the taxable persons having turnover more than the threshold limit in any preceding financial year from 2017-18 onwards. Therefore, for all the taxable persons falling under the purview of E-invoice, it is mandatory to mention a valid unique Invoice Reference No. (IRN) and QR code as generated from E-Invoicing portal of the Government for the purpose of issuing a valid Tax Invoice. Only an E-invoice issued in the manner prescribed under rule 48(4) of CGST Rules shall be treated as valid invoice for reimbursement of GST amount.  
If the successful Bidder is not falling under the purview of E-Invoicing then he has to submit a declaration in that respect along with relevant financial statements.
6. Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred there under) wherein the 'Bill To' details will as below:  
BHEL GSTN – As per **Annexure -1**  
NAME -- Bharat Heavy Electricals Limited  
ADDRESS – Site address
7. Bidder to immediately intimate on the day of removal of Goods (in case of any supply of goods) to BHEL along with all relevant details and a scanned copy of Tax Invoice to below email ids to enable BHEL to meet its GST related compliances :-  
Email id ---- to be intimated later on.  
In case of delay in submission of the abovementioned documents on the date of dispatch, BHEL may incur penalty /interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from the successful bidder, if such delay is not attributable to BHEL.
8. In case of raising any Supplementary Tax Invoice (Debit / Credit Note) Bidder shall issue the same containing all the details as referred to in Section 34 read with Rule 53.

## TECHNICAL CONDITIONS OF CONTRACT (TCC)

### Chapter-VIII: Taxes and Duties

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 / leivable 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 / leivable on BHEL.
11. Way Bill: Successful Bidder to arrange for way bill / e-waybill for any transfer of goods for the execution of the contract.

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

12. **New taxes and duties**:-Any New taxes & duties, if imposed subsequent to due date of offer submission as per NIT & TCN, by statutory authority during contract period including extension, if the same is not attributable to you, shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, you shall obtain prior approval from BHEL before depositing new taxes and duties.  
Benefits and/or abolition of all existing taxes must be passed on to BHEL against new Taxes, if any, proposed to be introduced at a later date.  
In case any new tax/levy/duty etc. becomes applicable after the date of bidder's offer but before opening of the price bid, the bidder must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of the price bids. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.
13. For transportation work, bidder shall declare in his quotation whether he is registered under GST, if yes, whether he intends to claim GST on forward charge basis. In absence of this declaration, BHEL will proceed further with the assumption that bidder intends not to claim GST on forward charge basis. However, in case of GST registered transporter, the amount to the extent of goods and service tax will be retained till BHEL avails the credit of GST. Further, transporter shall issue tax invoice which inter alia includes gross weight of the consignment, name of the consigner and the consignee, registration number of vehicle in which the goods are transported, details of goods transported, details of place of origin and destination, GSTIN of the person liable for paying tax whether as consigner, consignee or goods transport agency, and also containing other information as mentioned under rule 46.
14. **TDS under Income Tax shall be deducted at prevailing rates on gross invoice value from the running bills unless exemption certificate from the appropriate authority/ authorities is furnished.**

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-VIII: Taxes and Duties

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 1<sup>st</sup> 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
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

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-VIII: Taxes and Duties

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### **ANNEXURE-2**

#### **BOCW Act & Cess Act**

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

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

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-VIII: Taxes and Duties

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 Specifications

### 9.0 Following Technical Specifications and Drawings shall be integral parts of this tender as Vol-I-E:

SL.NO	Technical specifications	TITLE
01	<b>BORED CAST-IN-SITU RCC PILES</b>	<b>PE-TS-999-600-C021</b>
02	<b>Plot plan</b>	<b>Plot plan</b>

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-X: Appendix-A

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### **10.0 TENTATIVE MANPOWER REQUIREMENTS:**

1. Project manager – with adequate experience in Piling Works - 1 Head
2. Experienced Civil Engineers – 1 heads
3. Experienced Foreman / Supervisors -1 heads
4. Quality Control Engineer – 1 head
5. Safety Engineer – 1 no along with supporting staff.
6. Surveyor – 01 head capable to handle total station
7. Piling RIG Operator, Licensed Electrician, Mechanic - As per requirement
8. Experienced Bar Benders & Helpers – lot for similar nature of work
9. Security Guards (Round The Clock) – As per requirement.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-XI - Bill of Quantities and % Weightage of Individual Items

**This Chapter consists of Part A & Part B of Volume II “Price bid”:**

<b>CONTENTS</b>	
Description	Remarks
<b>PART A:</b> Instructions to the Bidders	Instructions
<b>PART B:</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)
<b>PART C:</b> Total Lump Sum Price for entire scope of Work	This part is available in the E- Procurement portal entitled as “ <b>Part-C of Vol-II Price Bid</b> ”.

### **Part A: Instructions to the Bidders**

1. **Bidders shall quote Total Lump-sum Price for the entire scope of work at the excel sheet provided 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 (file titled as Excel Sheet for Calculation Purpose only-2354) 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 serial 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**-2354.