

E-TENDER SPECIFICATION

BHE/PW/PUR/KNFGD-PILES-PKG-A/2393/PKG-B/2394

S. No.	Package	E- TENDER SPECIFICATION NUMBER
01	Package-A	BHE/PW/PUR/KNFGD-PILES-PKG-A/2393
02	Package-B	BHE/PW/PUR/KNFGD-PILES-PKG-B/2394

FOR

PACKAGE-A: CONSTRUCTION AND TESTING OF JOB PILES FOR NTPC KORBA STAGE-I (3X200MW) + STAGE-II (3X500 MW) + STAGE-III (1X500MW) FGD PACKAGE.

AND

PACKAGE-B: CONSTRUCTION AND TESTING OF JOB PILES FOR NTPC KORBA STAGE-I (3X200MW) + STAGE-II (3X500 MW) + STAGE-III (1X500MW) FGD PACKAGE.

VOLUME I - TECHNICAL BID

THIS TENDER SPECIFICATION CONSISTS OF:

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



Bharat Heavy Electricals Limited
(A Government of India Undertaking)

Power Sector - Western Region
345-Kingsway, Nagpur-440001

CONTENTS		
Volume No	Description	Hosted in website www.bhel.com (Briefly) and detailed in BHEL e-Procurement Portal as files titled
NIL	Tender Specification Issue Details	(Part of Vol-IA-2393-2394)
NIL	Notice Inviting Tender	(Part of Vol-IA-2393-2394)
I-A	Technical Conditions of Contract	Vol-I-A-2393-2394
I-B	Special Conditions of Contract	(Part of Vol-I-BCD-2393-2394)
I-C	General Conditions of Contract	(Part of Vol-I-BCD-2393-2394)
I-D	Forms & Procedures	(Part of Vol-I-BCD-2393-2394)
I-E	Technical Specifications and Plot Plan	Vol-IE-2393-2394
II	Price Bid Specification as specified in E-Procurement Portal	Volume-II-2393

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01	Package-A	BHE/PW/PUR/KNFGD-PILES-PKG-A/2393
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FOR

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EARNEST MONEY DEPOSIT: Refer Notice Inviting Tender

LAST DATE FOR Refer Notice Inviting Tender
TENDER SUBMISSION

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

M/s.

.....
PLEASE NOTE:
THESE TENDER SPECS DOCUMENTS ARE NOT TRANSFERABLE.

For Bharat Heavy Electricals Limited

AGM (Purchase)

Place: Nagpur

Date:

2393 -
2394

NOTICE INVITING TENDER

Bharat Heavy Electricals Limited



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Date: 10/03/2021

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

S No.	ISSUE	DESCRIPTION	
i	TENDER NUMBER	BHE/PW/PUR/KNFGD-PILES-PKG-A/2393/PKG-B/2394	
ii	Broad Scope of job	<u>PACKAGE-A:</u> CONSTRUCTION AND TESTING OF JOB PILES FOR NTPC KORBA STAGE-I (3X200MW) + STAGE-II (3X500 MW) + STAGE-III (1X500MW) FGD PACKAGE. AND <u>PACKAGE-B:</u> CONSTRUCTION AND TESTING OF JOB PILES FOR NTPC KORBA STAGE-I (3X200MW) + STAGE-II (3X500 MW) + STAGE-III (1X500MW) FGD PACKAGE.	
iii	DETAILS OF TENDER DOCUMENT		
A	Volume-IA	<i>Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc.</i>	<i>Applicable</i>
B	Volume-IB	<i>Special Conditions of Contract (SCC)</i>	<i>Applicable</i>
C	Volume-IC	<i>General Conditions of Contract (GCC)</i>	<i>Applicable</i>
D	Volume-ID	<i>Forms and Procedures</i>	<i>Applicable</i>
E	Volume-IE	<i>Technical Specifications and Plot Plan</i>	<i>Applicable</i>
F	Volume-II	<i>Price Schedule (Absolute value).</i>	<i>Applicable</i>
iv	Issue of Tender Documents	Tender documents will be available for downloading from BHEL website (www.bhel.com) or e-procurement portal (https://eprocurebhel.co.in) as per schedule below: <i>Start : 10/03/2021, Time : 15:30 Hrs</i> <i>Closes: 20/03/2021, Time : 12:00 Hrs</i> Brief information of the tenders shall also be available at central public procurement portal. (https://eprocure.gov.in/epublish/app)	<i>Applicable</i>

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S No.	ISSUE	DESCRIPTION	
v	DUE DATE & TIME OF OFFER SUBMISSION	<p>Date: 20/03/2021, Time : 13.00 Hrs The bidder should submit their offer online only in e-Procurement portal at https://eprocurebhel.co.in</p> <p><u>Bidders are requested to upload their offer well in advance in order to avoid last minute congestion at this website.</u></p> <p>Hard copy bid or bids through E-mail / fax shall not be accepted.</p>	<i>Applicable</i>
vi	OPENING OF TENDER (Techno-Commercial Bid)	<p>Date: 20/03/2021, Time: 17.00 Hrs</p> <p>Notes: (1) In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day.</p> <p>(2) Bidder may depute representative to witness the opening of tender. For e-Tender, Bidder may witness the opening of tender through e-Procurement portal only.</p>	<i>Applicable</i>
vii	EMD AMOUNT	Rs. 43,00,000/- (Rupees Forty-Three Lakh Only)	<i>Applicable</i>
viii	COST OF TENDER	NIL	<i>Not Applicable</i>
ix	LAST DATE FOR SEEKING CLARIFICATION	<p>One day before due date of offer submission. Along with soft version also, addressing to undersigned & to others as per contact address given below:</p> <p>1) Name: P R Chiwarkar Designation: AGM Dept: Purchase Address: Floor no. 5 & 6, Shree Mohini Complex, 345 Kingsway, Nagpur-440001 Phone: Landline: +91-712-2858-633 Email : prchiwarkar@bhel.in Fax:+91-712-2858600</p> <p>2) Name: Neeraj Tiwari Designation: Manager Dept: Purchase Address: Floor no. 5 & 6, Shree Mohini Complex, 345 Kingsway, Nagpur-440001 Phone: Land Line: +91-712-2858-651 Email : nktiwari@bhel.in Fax:+91-712-2858600</p>	<i>Applicable</i>
x	SCHEDULE OF Pre Bid Discussion (PBD)	-----	<i>Not Applicable</i>

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S No.	ISSUE	DESCRIPTION	
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	Sh. Arun Chandra Verma, IPS (Retd.) and Sh Virendra Bahadur Singh, IPS (Retd.)	<i>Applicable</i>
xii	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com -->Tender Notifications →View Corrigendum), Central Public Procurement portal (https://eprocure.gov.in/epublish/app) & on e-tender portal https://eprocurebhel.co.in and not in the newspapers. Bidders to keep themselves updated with all such information.	

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

3.0 Not Used

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

For Electronic Fund Transfer the details are as below:-

NAME OF THE BENEFICIARY	BHARAT HEAVY ELECTRICALS LTD
ADDRESS OF THE COMPANY	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.

Documents Comprising the e-Tender

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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

0120-4001 002

0120-4200 462

0120-4001 005

0120-6277 787

1. Peter Raj, NIC, Ph: 9942069052

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

Website: www.bhel.com

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Email Support: 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
Part I A		
	<p>ENVELOPE - I superscribed as: PART I (TECHNO COMMERCIAL BID) TENDER NO : NAME OF WORK : PROJECT : DUE DATE OF SUBMISSION : CONTAINING THE FOLLOWING:</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>Note:</p> <ul style="list-style-type: none">a. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be placed after document under sl no (i) above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained.b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding.<ul style="list-style-type: none">i). In case of acceptance of the deviations, appropriate loading shall be done by BHELii). In case of unacceptable deviations, BHEL reserves the right to reject the tender <p>iii. Supporting documents/ annexure/ schedules/ drawing etc. as required in line with Pre Qualification criteria.</p> <p>It shall be specifically noted that all documents as per above shall be indexed properly and credential certificates issued by clients shall distinctly bear the name of organization, contact ph. no, FAX no, etc.</p> <p>iv. All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc. pertinent to this NIT.</p>	

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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 : <u>Technical Conditions of Contract (TCC)</u> consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc.	
ix.	Volume I B : <u>Special Conditions of Contract (SCC)</u>	
x.	Volume I C : <u>General Conditions of Contract (GCC)</u>	
xi.	Volume I D : <u>Forms & Procedures</u>	
xii.	Volume II (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item	
xiii.	Any other details preferred by bidder with proper indexing.	

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

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

OUTER COVER	
	<u>ENVELOPE - IV (MAIN ENVELOPE / OUTER ENVELOPE)</u> superscribed as: TECHNO-COMMERCIAL BID, PRICE BID & EMD TENDER NO.: NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING:
i	<ul style="list-style-type: none"> <input type="radio"/> Envelopes I <input type="radio"/> Envelopes II <input type="radio"/> Envelopes III

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- **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 3rd 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 3rd 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:

- 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 'T₁' for which 'Monthly Performance Evaluation' as per relevant formats, should have been done in the 'Period of Assessment' for the corresponding similar package P_1 . Similarly T_2 for package P_2, T_3 for package P_3 , etc. for the tendered

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scope. Now calculate cumulative total months ' T_T ' for total similar Packages ' P_T ' for all Regions (i.e. $T_T = T_1 + T_2 + T_3 + T_4 + \dots + T_N$)

- c) Sum 'S₁' of 'Monthly Performance Evaluation' Scores (S₁₋₁, S₁₋₂, S₁₋₃, S₁₋₄, S₁₋₅.... S_{1-T1}) for similar package P₁, for the 'period of assessment' 'T₁' (i.e. S₁ = S₁₋₁+ S₁₋₂+ S₁₋₃+ S₁₋₄+ S₁₋₅....S_{1-T1}). Similarly, S₂ for package P₂ for period T₂, S₃ for package P₃ for period T₃ etc. for the tendered scope for all Regions. Now calculate cumulative sum 'S_T' of 'Monthly Performance Evaluation' Scores for total similar Packages ' P_T ' for all Regions (i.e. 'S_T' = S₁+ S₂+ S₃+ S₄+ S₅.... S_N)
- d) **Overall Performance Rating ' R_{BHEL} ' 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

$$\frac{S_T}{T_T} = \text{-----}$$

- 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**

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

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Sl. No.	Item Description	Details for all Regions								Total
		(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)	(x)	
3	Monthly performance scores for the corresponding period (as in Row 2)	S ₁₋₁ , S ₁₋₂ , S ₁₋₃ , S ₁₋₄ , ... S _{1-T1}	S ₂₋₁ , S ₂₋₂ , S ₂₋₃ , S ₂₋₄ , ... S _{2-T2}	S ₃₋₁ , S ₃₋₂ , S ₃₋₃ , S ₃₋₄ , ... S _{3-T3}	S ₄₋₁ , S ₄₋₂ , S ₄₋₃ , S ₄₋₄ , ... S _{4-T4}	S ₅₋₁ , S ₅₋₂ , S ₅₋₃ , S ₅₋₄ , ... S _{5-T5}	..	S _{N-1} , S _{N-2} , S _{N-3} , S _{N-4} , ... S _{N-TN}	-----	
4	Sum of Monthly Performance scores of the corresponding Package for the corresponding period (as in row-3)	S ₁	S ₂	S ₃	S ₄	S ₅	...	S _N	Sum (Σ) 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
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 $P_{Max} = (R_{BHEL} - 60)$ divided by corresponding value of 'L', i.e. $(R_{BHEL} - 60)/L$

Note:

- 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

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- 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
i). Enabling works ii). Pile and Pile Caps iii). Civil Works including foundations iv). Structural Steel Fabrication & Erection v). Chimney vi). Cooling Tower vii). Others (Civil)	i). Electrical ii). C&I iii). Others (Elect. and C&I)	i). Boiler & Aux (All types including CW Piping if applicable) ii). Power Cycle Piping/Critical Piping iii). ESP iv). LP Piping v). Steam Turbine Generator set & Aux vi). Gas Turbine Generator set & Aux vii). Hydro Turbine Generator set & Aux viii). Turbo Blower (including Steam Turbine) ix). Material Management x). FGD xi). ACC xii). Others (Mechanical)

- 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

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.....
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_{BHEL} ') ≥ 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 ≥ 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_{BHEL} ') ≥ 60 , (b)- First timer" bidders having average of available performance scores ≥ 60 upto and including the Cut Off month, (c)- "First timer" bidders for whom no performance score is available in the system upto and 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

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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 25th 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.
- 12.0 BHEL may decide holding of pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.
- 13.0 In the event of any conflict between requirement of any clause of this specification/documents/drawings/data sheets etc. or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer, else BHEL's interpretation shall prevail.
- 14.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
- 15.0 Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), if applicable, along with techno-commercial bid. This pact shall be considered as a preliminary

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qualification for further participation. **The names and other details of Independent External Monitor (IEM) for the subject tender is as given at point (1) above.**

"Integrity Pact (IP)"

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

Sl. No.	IEM	Email
1.	Shri Arun Chandra Verma, IPS (Retd.)	acverma1@gmail.com
2.	Shri Virendra Bahadur Singh, IPS (Retd.)	vbsinghips@gmail.com

(b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

(c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

Note:

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

Details of contact person(s):

Name: (1) P R Chiwarkar / AGM (Purchase)

2) Neeraj Tiwari / Manager (Purchase)

Dept.: Purchase Department

Address: Floor No. 5 & 6, Shreemohini Complex, 345 Kingsway, Nagpur-440001

Phone: (LL/ Mobile) (1) 0712-2858633

0712-2858651

Email: prchiwarkar@bhel.in

nktiware@bhel.in

Fax: 0712-2858699

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.

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

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

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

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

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

~~23.5 In order to be qualified for the tender, Prime Bidder and Consortium partner or partners shall satisfy (i) the Technical 'Pre Qualifying Requirements' specified for the respective package, (ii) "Assessment of Capacity of Bidder" as specified in clause 9.0.~~

~~23.6 Prime Bidder shall comply with additional 'Technical' criteria of PQR as defined in 'Explanatory Notes for the PQR'.~~

~~23.7 Prime Bidder shall comply with all other Pre Qualifying criteria for the Tender unless otherwise specified~~

~~23.8 In case customer approval is required, then Prime Bidder and Consortium Partner or partners shall have to be individually approved by Customer for being considered for the tender.~~

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23.9 ~~Prime Bidder shall be responsible for the overall execution of the contract.~~

23.10 ~~In case of award of job, Performance shall be evaluated for Prime Bidder and Consortium Partner or partners for their respective scope of work(s) as per prescribed formats.~~

23.11 ~~In case the Consortium partner or partners back out, their SDs shall be encashed by BHEL and BHEL shall take necessary action as per extant guidelines. In such a case, other consortium partner or partners meeting the PQR have to be engaged by the Prime Bidder, and if not, the respective work will be withdrawn and executed on risk and cost basis of the Prime Bidder. The new consortium partner or partners shall submit fresh SDs as applicable.~~

23.12 ~~In case Prime Bidder withdraws or insolvency / liquidation / winding up proceedings have been initiated / admitted against the Prime Bidder, BHEL reserves the right to cancel, terminate or short close the contract or take any other action to safeguard BHEL's interest in the Project / Contract. This action will be without prejudice to any other action that BHEL can take under Law and the Contract to safeguard interests of BHEL.~~

23.13 ~~After execution of work, the work experience shall be assigned to the Prime Bidder and the consortium partner or partners for their respective scope of work. After successful execution of one work with a consortium partner under direct order of BHEL, the Prime Bidder shall be eligible for becoming a 'standalone' bidder for works similar to that for which consortium partner was engaged, for subsequent tenders.~~

23.14 ~~The consortium partner shall submit SD equivalent to 1% of the total contract value in addition to the SD to be submitted by the Prime Bidder for the total contract value. In case there are two consortium partners, then each partner shall submit SD equivalent to 0.5% of the total contract value in addition to the SD to be submitted by the Prime Bidder for the total contract value. However, Prime Bidder has also option for submission of SD on behalf of consortium partner(s).~~
~~SD submitted by Consortium Partner(s) may be released in case corresponding scope of work of the respective Consortium partner(s) has been completed upto the extent of 80% based on certification by Construction Manager and concurrence by the prime bidder.~~

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

24.0 The bidder shall submit/upload documents in support of possession of 'Qualifying Requirements' duly self-certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.

25.0 The bidder may have to produce original document for verification if so decided by BHEL.

26.0 The consultant / firm (and any of its affiliates) shall not be eligible to participate in tender(s) for the related works or services for the same project, if they were engaged for the consultancy services.

27.0 Guidelines/rules in respect of Suspension of Business dealings, Vendor evaluation format, Quality, Safety & HSE guidelines, Experience Certificate, etc. may undergo change from time to time and the latest one shall be followed. The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' is available on www.bhel.com on "supplier registration page".

28.0 The offers of the bidders who are on the banned/ hold list and also the offer of the bidders, who engage the services of the banned/ hold firms, shall be rejected. The list of **banned/ hold firms** is available on BHEL web site www.bhel.com.

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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 and / or under applicable legal provisions.

29.0 Micro and Small Enterprises (MSE)

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

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

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

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

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~~above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer. Documents submitted by the bidder may be verified by BHEL for rendering the applicable benefits.~~

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

31.0 PREFERENCE TO MAKE IN INDIA:

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

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

1. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of this Clause shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).
2. "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.
3. "Bidder from a country which shares a land border with India" for the purpose of this Clause means: -
 - 3 An entity incorporated established or registered in such a country; or
 - 4 A subsidiary of an entity incorporated established or registered in such a country; or
 - 5 An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - 6 An entity whose beneficial owner is situated in such a country; or
 - 7 An Indian (or other) agent of such an entity; or
 - 8 A natural person who is a citizen of such a country; or
 - 9 A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
4. The beneficial owner for the purpose of (III) above will be as under:
 - a. 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
 - i. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.
 - ii. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.

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- b. 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.
- c. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person has ownership of or entitlement to more than fifteen percent of the property or capital or profits of the such association or body of individuals.
- d. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- e. 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.

5. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

6. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Note:

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

32.0 ~~Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.~~

~~All overwriting/cutting, etc., will be numbered by bid opening officials and announced during bid opening.~~

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

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

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

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

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

35.0 Order of Precedence:

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

- a. Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL

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- 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:

- 7.0** Annexure-1: Pre Qualifying Requirements.
- 7.1** Annexure-2: Check List.
- 7.2** Annexure-3: Certificate by Chartered Accountant
- 7.3** Annexure-4: Reverse Auction Process Compliance Form
- 7.4** Annexure-5: Authorization of representative who will participate in the online Reverse Auction Process
- 7.5** Annexure-6: RA Price Confirmation and Breakup
- 7.6** Annexure-7: Integrity Pact
- 7.7** Annexure-8: Undertaking as per PQR C4 of Annexure-1 i.e. PQR
- 7.8** Annexure-9: Declaration reg. Related Firms & their areas of Activities
- 7.9** Annexure-10: Declaration regarding minimum local content
- 7.10** Annexure-11: Declaration regarding compliance to restrictions under rule 144 (xi) of GFR 2017
- 7.11** Annexure 12: Important information.

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ANNEXURE - 1

PRE QUALIFYING CRITERIA

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JOB	<p>PACKAGE-A: CONSTRUCTION AND TESTING OF JOB PILES FOR NTPC KORBA STAGE-I (3X200MW) + STAGE-II (3X500 MW) + STAGE-III (1X500MW) FGD PACKAGE.</p> <p style="text-align: center;">AND</p> <p>PACKAGE-B: CONSTRUCTION AND TESTING OF JOB PILES FOR NTPC KORBA STAGE-I (3X200MW) + STAGE-II (3X500 MW) + STAGE-III (1X500MW) FGD PACKAGE.</p>

S No	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	Applicability
A	<p>Submission of Integrity Pact duly signed (if applicable)</p> <p>(Note: To be submitted by Prime Bidder & Consortium /Technical Tie up partner jointly in case Consortium bidding is permitted, otherwise by the sole bidder)</p>	Applicable	
B	<p>TECHNICAL PQR</p> <p>Bidder shall essentially meet all the Qualifying Requirements (i.e. B.1 and B.2) as under, in the last seven years as on latest date of bid submission:</p> <p>B.1: Bidder should have Executed "<u>Piling or Civil or Structure or Civil and Structural works</u> or <u>RCC Chimney or RCC Cooling Tower or RCC Silo or Mill Bunker or any combination of these works</u>" for any one of the following in the last seven years from latest date of bid submission:</p> <p>B.1.1) Executed One work of value not less than Rs. 2640.00 Lakhs against single work order.</p> <p style="text-align: center;">OR</p> <p>B.1.2) Executed Two works each of value not less than Rs. 1650.00 Lakhs against maximum two work orders.</p> <p style="text-align: center;">OR</p> <p>B.1.3) Executed Three works each of value not less than Rs. 1320.00 Lakhs against maximum three work orders.</p> <p style="text-align: center;">AND</p> <p>B.2: Bidder should have executed '<u>RCC Cast-In-situ driven piles</u>' or '<u>RCC Cast-in-situ Bored Piles</u>' or '<u>Pre-cast Piles and installation at site</u>' or any other combination of these with Annualized Quantity in each-case at least 49502 RM, within a period of twelve consecutive months in one running/completed contract.</p>	Applicable	

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C-1	Financial TURNOVER Bidders must have achieved an average annual financial turnover (audited) of Rs. 990.00 Lakhs or more over last three Financial Years (FY) i.e. '2017-18, 2018-19 & 2019-20'	Applicable	
C-2	NETWORTH (only in case of Companies) Net worth of the Bidder based on the latest Audited Accounts as furnished for 'C-1' above should be positive.	Applicable	
C-3	PROFIT Bidder must have earned profit in any one of the three Financial Years as applicable in the last three Financial Years as furnished for 'C-1' above.	Applicable	
C-4	Bidder must not be under Insolvency Resolution Process or Liquidation or Bankruptcy Code Proceedings (IBC) as on date, by NCLT or any adjudicating authority/authorities, which will render him ineligible for participation in this tender, and shall submit undertaking (Annexure-8) to this effect	Applicable	
D	Assessment of Capacity of Bidder to execute the work as per sl no 9 of NIT (if applicable) The "Assessment of Capacity of Bidders" for this Tender shall be carried out by considering the package of " Pile and Pile Caps ".	Applicable	
E	Approval of Customer (if applicable) Note: Names of bidders (including consortium/Technical Tie up partners in case consortium bidding is permitted) who stand qualified after compliance of criteria A to D shall be forwarded to customer for their approval.	Applicable	BY BHEL
F	Price Bid Opening Note: Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria A to E		BY BHEL
G	Consortium tie-ups	Not Applicable	

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

Explanatory Notes for PQR B.1 (Technical)

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

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

Where

P = Updated value of work

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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 / CFBC / ESP.
 - f) "~~CHARGING OF ATLEAST ONE PASS~~" in respect of ESP(R&M)
 - g) "~~GAS IN~~" in respect of HRSG.
 - h) "~~STEAM BLOWING~~" in respect of Power Cycle Piping.
 - i) "~~HYDRAULIC TEST~~" / ANY OTHER EQUIVALENT TEST LIKE "~~100% RT/UT OF WELDED JOINTS~~" of the system in respect of Pressure parts / LP Piping / CW Piping.
 - j) "~~FULL LOAD OPERATION OF THE UNIT~~" in respect of Insulation work.
 - k) "~~SYNCHRONISATION~~" in respect of STG / GTG.
 - l) "~~SPINNING~~" in respect of HTG.
 - m) "~~GAS IN~~" in respect of FGD
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 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

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against C-1 above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years.

iv. If financial statements are not required to be audited statutorily, then instead of audited financial statements, financial statements are required to be certified by Chartered Accountant.

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

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

Net worth = Paid up share capital + Reserves

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

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

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

Common Explanatory Notes:

1. For evaluation of PQR, in case Bidder alone does not meet the pre-qualifying technical criteria B1 above, bidder may utilize the experience of its Parent/ Subsidiary Company along with its own experience, subject to following:
 - a) The parent company shall have a controlling stake of $\geq 50\%$ in the subsidiary company (as per Format-1).
 - b) The Parent Company/ Subsidiary Company of which experience is being utilized for bidding shall submit Security Deposit(SD) equivalent to 1% of the total contract value
 - c) The parent/ subsidiary company and bidder shall provide an undertaking that they are jointly or severally responsible for successful performance of the contract (as per Format-2).
 - d) In case Bidder is submitting bid as a Consortium Partner, option of utilizing experience of parent/subsidiary Company can be availed by Prime Bidder only.
 - e) Parent Company/ Subsidiary Company of which experience is being used for bidding, cannot participate as a 'Standalone Bidder' or as a 'Consortium bidder'.
2. Completion date for achievement of the technical criteria specified in the 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 & 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.~~

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- 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 Nodated..... for "....." (name of the tender).

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

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

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

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Format-2

Undertaking from the Parent Company/ Subsidiary Company of the bidder

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

From,
Name:
Full Address:

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

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

Dear Sir,

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

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

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

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

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

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

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

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

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ANNEXURE - 2

CHECK LIST

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

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14	Declaration for relation in BHEL	Applicable/ Not Applicable	YES/NO
15	Non-Disclosure Certificate	Applicable/ Not Applicable	YES/NO
16	Bank Account Details for E-Payment	Applicable/ Not Applicable	YES/NO
17	Capacity Evaluation of Bidder for current Tender	Applicable/ Not Applicable	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/ Not Applicable	YES/NO
20	Analysis of Unit rates	Applicable/ Not Applicable	YES/NO

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

DATE :

AUTHORISED SIGNATORY

(With Name, Designation and Company seal)

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ANNEXURE-3

Certificate by Chartered Accountant on letter head

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

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

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

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

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

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

Or

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

Or

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

Date:

(Signature)

Name:

Membership Number:

Seal of the Chartered Accountant

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ANNEXURE-4

Reverse Auction Process Compliance Form

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

To

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

Sub: Agreement to the Process related Terms and Conditions

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the RFQ document for {Items} against BHEL enquiry/ RFQ no. { BHE/PW/PUR/KNFGD-PILES-PKG-A/2393/PKG-B/2394} dt. {.....}

This letter is to confirm that:

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

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

With regards

Signature with company seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

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

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ANNEXURE-5

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

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

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ANNEXURE – 6

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

To

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

CC: M/s BHEL
{*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-PILES-PKG-A/2393/PKG-B/2394} dt.{...}**

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

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

The price break-up is as given below.

Total

=====

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

=====

Yours sincerely,

For _____

Name:

Company:

Date:

Seal:

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ANNEXURE – 7

INTEGRITY PACT

Between

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

and

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

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for

_____. The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

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1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

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

2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and will await their decision in the matter.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

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Section 4 - Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher.

Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 - Equal treatment of all Bidders/ Contractors / Sub-contractors

- 6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors.
- 6.2 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 7 - Criminal Charges against violating Bidders/ Contractors /Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 -Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality in line with Non- disclosure agreement.

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8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.

8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.

8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.

8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.

8.9 IEM should examine the process integrity; they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organisation.

8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code/ Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.

8.12 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty / guarantee etc. should be outside the purview of IEMs.

9.2 If any claim is made/ lodged during currency of IP, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

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10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those bidders / contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the Principal

(Office Seal)

Place-----

Date-----

Witness: _____

(Name & Address) _____

For & On behalf of the Bidder/ Contractor

(Office Seal)

Witness: _____

(Name & Address) _____

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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-PILES-PKG-A/2393/PKG-B/2394

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

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

Place:

Date:

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ANNEXURE-9

DECLARATION

Date: _____

To _____

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

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Annexure-10

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

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

To,

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

Dear Sir,

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

Ref: 1) NIT/Tender Spec No: BHE/PW/PUR/KNFGD-PILES-PKG-A/2393/PKG-B/2394,
2) All other pertinent issues till date

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

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

1. _____ 2. _____
3. _____ 4. _____

...

...

...

Thanking you,
Yours faithfully,

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

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

Note:

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

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ANNEXURE-11

DECLARATION REGARDING COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (xi) OF GFR 2017
(To be typed and submitted in the Letter Head of the Entity/Firm providing certificate as applicable)

To,

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

Dear Sir,

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

Ref : 1) NIT/Tender Spec No: BHE/PW/PUR/KNFGD-PILES-PKG-A/2393/PKG-B/2394,
2) All other pertinent issues till date

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. I certify that

_____ (*specify the name of the organization here*), is not from such a country / has been registered with the Competent Authority (*attach valid registration by the Competent Authority, i.e., the Registration Committee constituted by the Dept. for Promotion of Industry and Internal Trade (DPIIT)*); and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. (*attach relevant valid registration, if applicable*)

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

Thanking you,
Yours faithfully,

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

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

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ANNEXURE-12

IMPORTANT INFORMATION

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

Postal Address:

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

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

AGM Purchase, Email: prchiwarkar@bhel.in Ph: +91 - 712 - 2858 - 633

Manager Purchase, Email: nktiwari@bhel.in Ph: +91 - 712 - 2858 -651

Dy. Manager Purchase, Email: svm@bhel.in Ph: ++91 - 712 - 2858 -715

Dy. Engineer Purchase, Email: bajnath@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 on "supplier registration page" at the following link: https://www.bhel.com/sites/default/files/suspension_guidelines_abridged.pdf**
- 2. "Pradhan Mantri Kaushal Vikas Yojna:** The contractor shall, at all stages of work deploy skilled/semi-skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute/Industrial Training Institute/ National Institute of Construction Management and Research (NICMAR), National Academy of Construction, CIDC or any similar reputed and recognized Institute managed/ certified by State/ Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/semi-skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer-in-Charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer-in-Charge. Failure on the part of contractor to obtain approval of Engineer-in-Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate of Rs.100 per such tradesman per day. Decision of Engineer-in-Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding".
- 3. All Statutory Requirements as applicable for this project shall be complied with.**
- 4. BHEL Fraud Prevention Policy:** "The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice."

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5. Following clause shall form part of the HSE documents issued under Chapter IX of Volume IB 'Special Conditions of Contract'

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

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

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

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

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

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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 responsibility. 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)

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

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

"Bank Guarantee issued by:

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

State Bank of India

ABN Amro Bank N.V.

Bank of Baroda

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

Website: www.bhel.com

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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) 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 for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking."

Note-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.

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. Amended Quantity Variation Sub Clause no. 2.14.1 of Clause no. 2.14 of Vol-IC GCC:

"The quantities given in the contract are tentative and may change to any extent (both in plus side and minus side). The quoted rates for individual items shall remain firm irrespective of any variations in the individual quantities. No compensation becomes payable in case the variation of the final executed contract value is within the limit of Minus (-) 30% of awarded contract value.".

Note: Sub clause no. 2.14.2 of Clause no. 2.14 shall be applicable as per Vol-IC-GCC.

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16. Modality of Tendering and Award:

1. This is a combined tender of two Packages (i.e. Package-A and Package-B) for Construction and Testing of Job Piles for **NTPC Korba Stage-I, II & III FGD Package**.
2. The entire scope of work has been divided in two packages (Package-A and Package-B). BOQ/Rate Schedule enclosed in this tender is for one package (Package-A) only and the quantity of the second package (Package-B) is same as that of Package-A. These packages are tendered together with price matching philosophy with following modality:
3. Bidder has to submit their Price for Package-A only as indicated in the "Part-C of Volume-II-Price Bid" at BHEL e-procurement Portal.
4. L-1 Bidder shall be considered for award of Package-A.
5. For award of Package-B, next bidder in the order of their price competitiveness (i.e. L-2, then L-3 and hence forth) shall be given an option to match their price/rate, with the Awarded/Finalized price/rate of Package-A. In case none of the bidders agree to match the Awarded price/rate of Package-A then BHEL may consider awarding the Package-B to L-1 bidder or opt any other suitable method to finalize the Package-B.
6. Each package will be treated as a separate contract.
7. All tender documents are common for both the Packages i.e. Package-A and Package-B.

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TECHNICAL CONDITIONS OF CONTRACT (TCC)

BHARAT HEAVY ELECTRICALS
LIMITED



TECHNICAL CONDITIONS OF CONTRACT (TCC) CONTENTS

SL. NO.	DESCRIPTION	CHAPTER
Volume-IA	Part-I: Contract specific details	
1	Project Information	Chapter-I
2	Scope of Works and Technical Specifications	Chapter-II
3	Facilities in the scope of Contractor/BHEL (Scope Matrix)	Chapter-III
4	T&Ps and MMEs to be deployed by Contractor	Chapter-IV
5	T&Ps and MMEs to be deployed by BHEL on sharing basis	Chapter-V
6	Time Schedule	Chapter-VI
7	Terms of Payment	Chapter-VII
8	Taxes and other Duties	Chapter-VIII
9	Technical Specifications and Plot Plan	Chapter-IX
10	Appendix	Chapter-X
11	Bill of Quantities & %age Weightages of Individual Items	Chapter-XI

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-I: Project Information

1.0	<p>Project Information:-</p> <p>NTPC Korba FGD Package Stage-I, II & III (3x200MW + 3x500MW+ 1x500MW)</p>
1.1	<p><u>Approach to site</u></p> <p>The proposed site is located at Jamnipali in Korba district of Chhattisgarh.</p> <p>Latitudes : 22° 21' 0" N Longitudes : 82° 40' 48" E Place : Jamnipali District : Korba Nearest Railway Station : Champa (50KM) Nearest Airport : Raipur (250KM) 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 & 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

2.0 SCOPE OF WORK:

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

The scope broadly covers providing labour, supervision, materials (except those which will be supplied by BHEL free of cost), T&Ps, consumables etc. as per technical specification and terms & conditions of tender taking into account all clarifications, confirmations and agreements till date for the following jobs. The work to be performed under the scope of this tender mainly consists of Installation and Testing of BORED CAST IN-SITU Pile excavation for Pile Cap and its PCC of Pile area but not limited to following area.

Installation and Testing of BORED CAST IN-SITU Pile

Package A: - Absorbers, BUF Fdns, FGD Control Room, MCC, Gypsum De-Watering Building, Compressor House, Ball Mills, Ball Mill Building, Day Silos, Tanks, Pipe Racks Foundations, Chimney -Unit 4&6, Gypsum Shed.

Package B: - Duct Foundations, Chimneys Unit -5&7, Chimney for Stage -I, Foundations for RC Pumps and Oxidation Blower Sheds, OB Eqp. Foundations, Silo, Conveyors, Crusher House.

Interchangeability of Scope:

BHEL reserves the right to swap any particular scope of work/any portion of work between Package A and Package B of subject tender as per the requirement of the site during execution of the job. In no case Scope of any vendor should be allowed to reduce less than 85% of total contract value of any package due to invoking of this clause by engineer in charge.

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 piles including mobilizations of hydraulic rig and other equipment's 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, labors, 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 Kent ledge 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.

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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).
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.

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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.

2.1 **General Scope:**

- 2.1.1 Furnishing all labour, materials, supervision, construction plans, equipment, supplies, transport, to and fro the site, fuel, compressed air, and all other incidental items and temporary works not shown or specified but reasonably implied or necessary for the proper completion, maintenance and handling over the works, except in accordance with the stipulations laid down in the contract documents and additional stipulations as may be provided by the engineer during the course of works.
- 2.1.2 Furnishing samples of all materials required by the engineers for testing/inspection and approval of BHEL/NTPC for use in the works. The samples may be retained by the engineer for final incorporation in the works.
- 2.1.3 Furnishing test reports for the products used or intended to be used, if called for the specifications or if so desired by the engineer.
- 2.1.4 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.
- 2.1.5 Arranging manufacturer's supervision for items of work done as per manufacturer's specifications when so specified.
- 2.1.6 Carrying out topographic survey of the entire and establish levels and coordinates at suitable intervals from existing grid levels and coordinates furnished by the owner established bench marks, setting out the locations and levels of proposed structures, constructions and marking of reference pillars and other identification works etc., The contractor shall provide the owner/BHEL such 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.
- 2.1.7 Providing all incidental items not shown or specified but reasonably implied or necessary for the successful completion of the work in accordance with contract.
- 2.1.8 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 as per approved FQP by BHEL.
- 2.1.9 The scope of work will also include such other related works although they may not be specifically mentioned in the above paragraph and all such incidental items not

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specified but reasonably imply and necessary for completion of the job as a whole all as desired and as directed by the engineer.

2.1.10 The detail scope of work covered above is not a comprehensive list of items of work involved. The detail scope of work may vary considerably depending on the actual construction requirements as per RFC Drawings.

2.1.11 The contractor shall provide adequate storage, testing and office facilities with approval from the engineer. The rate quoted by the contractor shall be deemed to include for these and no separate payment will be made towards these. On completion of work, the site shall be cleaned by the contractor of all materials, temporary sheds, debris, rubbish plants and equipment's, belonging to the contractor at no extra cost. The site and surroundings shall be handed over in neat and clean conditions. Periodical housekeeping shall be done by contractor as per the instructions of BHEL and NTPC at no extra cost. In case of any failure by the contractor, the employer will get set at risk and cost of the contractor. The construction site, office premises, roads etc. shall be maintained dust free with periodic water sprinkling or suitable methods without any extra cost to BHEL. Any buried pipe/ cable coming in the working fronts are to be removed safely by you at no extra cost to BHEL.

2.2 WORKS BY OTHERS

No work under the specification will be provided by any agency other than the contractor unless specifically mentioned elsewhere in the contract.

Following work is excluded from this scope of work: -

- Excavation and PCC of Pile area of Chimney Unit#4 & Unit#5

2.3 SITE VISIT

Contractor should visit project site, to acquaint himself with the conditions prevailing at site and in and around the plant premises, together with all the statutory, obligatory, mandatory requirements of various authorities before submission of the bid.

2.4 Carrying out work by BHEL

BHEL reserves the right to withdraw/restrict/alter the quantum of works as per clause No. 2.7 of GCC.

NOTE:

Contractor has to make him well conversant with the Customer specification. In case of ambiguity between BHEL and customer specification, customer specification shall prevail.

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2.5 PREAMBLE FOR THE SCHEDULE OF QUANTITIES/BOQ.

- 2.5.1 Details of the items in this Schedule shall be read in conjunction with the Corresponding Consultants/NTPC specifications, drawings and other documents and shall have precedence over any contrary statement mentioned anywhere in this document.
- 2.5.2 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. The layout, sizes and details of the building, structures and foundations shown in tender drawings may vary at a large extent during actual construction. Final drawings will be issued progressively during the execution of the work.
- 2.5.3 Items of work provided in this schedule but not covered in the specifications shall be executed strictly as per instructions of the Engineer.
- 2.5.4 Unless specifically mentioned otherwise in the contract, the bidder shall quote his rates for the finished items and shall provide for the complete cost towards fuel, tools, tackle, equipment, constructional plant, temporary works, labour materials, levies , taxes , transport, layout, repairs, rectification, maintenance till handing over, supervision, shops, establishments, services, temporary roads, revenue expenses, contingencies, overheads, profits and all incidental items not specifically mentioned but reasonably implied and necessary to complete the works according to the contract.
- 2.5.5 The rate quoted shall be inclusive of cleaning the site of any vegetation's, dressing and levelling etc., required for commencement of site activities. The rates shall also be inclusive of final micro grading before handing over. No separate payment will be made towards the same.
- 2.5.6 The rate shall also be inclusive of carrying out topography survey of site to establish levels and coordinates at suitable intervals, form existing grid levels and coordinates furnished by the owner, establish bench marks, setting out the location and levels of the proposed structures, constructions and making references, pillars and other identification marks etc. No separate payment will be made towards the same.
- 2.5.7 The quantities of the various items mentioned in the schedule are approximate and may vary up to any extent or be deleted altogether. The overall variation in contract value on execution shall be dealt as per GCC. Contractor has to obtain prior approval of BHEL/NTPC before procurement of bought out items/ building materials.
- 2.5.8 Engineers 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.

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2.5.9 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.

2.5.10 Mix design for concreting shall be carried out either at site or from a reputed institute, contractor has to ensure adding of admixture and minimizing of cement content in line with IS 456 as advised by BHEL time to time without any additional cost. BHEL has carried out design Mix which may be used for initial working after establishment of Trial Mix.

2.5.11 The scope shall also include setting up by the bidder a testing laboratory (one AC lab size 4.5mtrx6mtr and 1 non AC lab 4.5 mtrx4.5 mtr.) in the field to carry out all relevant tests. Detail of laboratory equipment's as per NTPC specification to be arranged by the contractor within quoted rate for conducting day to day tests. The contractor may tie up with approved/registered inspection agencies for setting up test lab at site as described above.

2.5.12 Installation of necessary amenities- temporary infrastructure for construction activities at Project site locations- following are the minimum amenities to be provided by the bidder without any extra cost and removal/disposal of the same in environment friendly manner after its intended use/completion of complete scope of work:

1. Labour rest sheds near work spot.
2. Canteen facility creation.
3. Drinking water facility.
4. Labour toilets near work spot in sufficient nos. with regular cleaning & maintenance arrangement
5. Labour colony should have all hygienic condition, dining hall, toilets, proper sewerage system, good drinking water arrangements.

2.6 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) Items in Schedule of quantities
- 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.

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2.7 **Construction Power:**

- 2.7.1 Construction power (three phase, 415 V/ 440 V) will be provided near the site at a distance of approx. 500M on chargeable basis (source of construction power shall be provided at two locations). Further distribution shall be arranged by the contractor at his own cost and services. Contractor shall be responsible for fulfillment of all requirements including statutory requirements in this regard. Contractor shall deploy and install required energy meter, cables, fuses, LT distribution boards, switchboards, bus bars, earthing arrangements, protection devices i.e, required capacity ELCB/RCCB in outgoing feeders and any other installation as specified by statutory authority/act. Contractor shall also obtain approvals of appropriate authority and pay necessary fees, levies etc towards the clearance of such installations, prior to use. Sufficient power factor compensation equipment's like capacitor shall be provided by contractor for reactive loads like welding machines etc. In case of any fine/penalty on account of low power factor, same shall be shared by contractor proportionately according to power consumption.
- 2.7.2 Contractor shall make necessary arrangements for onward distribution of construction power taking due care of surrounding construction activities like movement of cranes & vehicles, civil work, fabrication/construction/assembly/erection etc and safety of personnel. It may become necessary to relocate some of the installations to facilitate work by other agencies or by him.
- 2.7.3 It shall be the responsibility of the Contractor to provide, maintain the complete installation on the load side of the supply with due regard to the safety requirements at site. All cabling and installations shall comply in all respects with the appropriate statutory requirements. The installation and maintenance of this shall be done by licensed and experienced electrician.
- 2.7.4 While reasonable efforts will be made to ensure continuous electric power supply, interruptions cannot be ruled out and no claim from the Contractor shall be entertained on this account such as idle labor, extension of time etc. The Contractor shall adjust his working shift accordingly and deploy additional manpower, if necessary, so as to achieve the target.
- 2.7.5 Contractor shall be well equipped with back-up power supply arrangement like DG set and diesel operated welding machine etc. to tackle situations arising due to failure of supplied power, so as to ensure continuity and completion of critical processes that are underway at the time of power failure or important activities planned in immediate future.
- 2.7.6 BHEL is not responsible for any loss or damage to the Contractor's equipment as a result of variations in voltage or frequency or interruptions in power supply.
- 2.7.7 Contractor is advised to maintain the calibrated energy measuring instruments and use their system as efficiently as possible. to maintain the HT side input energy meter reading and LT side outgoing energy meter reading to sub-contractors as equal. In case there is any difference between the sum of the LT side meter readings

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of all sub-contractors and the HT side meter reading of M/s NTPC, same shall be distributed proportionately among all sub-contractors working during the respective calendar month.

- 2.7.8 The bidder will have to Procure & install General mobile illumination system during construction right from start of his work. This system will include temporary pole lighting, portable lighting towers with DG back-up, within the quoted price. The illumination should be such that minimum illumination requirement as specified by Indian standards for general illumination is maintained.
- 2.7.9 The charges only for the actual energy consumed by the contractor shall be recovered based on prevalent rate of DISCOM.

GENERAL: -

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

2.8 Construction water:

Contractor shall make all arrangements himself for the supply of construction water as well as potable water for labour and other personnel at the work site/ colony. However, drawl of construction/ potable water from the bore-well shall be permitted if found suitable. Any statutory clearance required shall be obtained by the contractor. Assistance, if required shall be provided by the BHEL/NTPC.

2.9 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 BHEL/NTPC.

2.10 Reconciliation of steel issued by BHEL (free of cost):

2.10.1 General Notes:

- (a) All reinforcement bars as specified in relevant BOQ and shall be issued free of cost by BHEL unless specified otherwise in BOQ for use in the work covered in this contract

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from BHEL stores/storage 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 construction of permanent works.

- (b) 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.
- (c) The contractor shall take care of material issued by BHEL and shall protect the same from damage and weathering. Contractor shall construct waterproof cement store (**capacity minimum 750 MT/ 15000 Bags**) for storing and stacking of cement **issued by BHEL free of cost**.
- (d) 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 section(s) which delays the completion of work, such cases shall be recorded separately in monthly planning format (F14) and shall be considered for time extension of contract.
- (e) 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.
- (f) 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 done **at least once in three months (03) or before submission of final bill which comes earlier**.
- (g) Contractor shall also carryout in complete association with BHEL, the material management functions and execution like day-to-day update of materials, issued to contractor, accounting for surplus/scrap material returned etc. These functions shall also be carried out through computerized system utilizing suitable software. Contractor shall engage experienced software personnel to associate on dedicated basis for efficient discharge of the same in time.
- (h) The contractor shall solely be responsible for the safety & security of material after it is handed over and issued to contractor by the BHEL.
- (i) 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.

2.11 HANDLING OF MATERIALS ISSUED BY BHEL:

2.11.1 Materials shall be issued by BHEL based on the weightment basis/linear measurements & sectional weight. However, on specific request of the contractor "**as a special case to expedite the job**" the consignment received at BHEL stores can

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directly be diverted to the work site following issuance procedure of BHEL. Such direct issues shall be as per the Challan/dispatch document/LR received with the consignment. In such cases, Contractor shall do unloading of materials from trucks/lorry at their own cost.

2.11.2 All materials issued by BHEL shall be stacked, stored above ground level **by use of concrete or wooden sleepers. No materials shall remain on ground at any time.** All concrete or wooden sleepers required for stacking the materials shall be arranged by contractor (successful bidder of this package) at his own cost within the quoted rates. All other equipment's like 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.

2.11.3 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. 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. The bidder shall make complete arrangement of necessary security personnel to safeguard all such materials in his custody. 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. 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 occurs rendering the same unusable, then such quantity of steel shall be recovered from the interim payment at the penal rate specified in the tender.**

2.12 Issue of cement free of cost:

2.12.1 Cement is issued through Bag being supplied from manufacturer/stockiest; the same shall be stored in cement stores of batching plant and necessary assistance shall be provided by contractor.

2.12.2 Contractor to note that batching plant being established at site shall have minimum **cement Storage shed of 750 MT capacities.**

2.12.3 Cement is issued through bags as received from the manufacturer/stockiest. The theoretical weight of each bag of cement for issued purposes will be considered as 50 kg. The contractor shall be accountable for the cement issued to the contractor on this notional weight only. No claim whatsoever will be entertained because of difference between theoretical and actual weight of the bags of cement.

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2.12.4 The empty cement bags duly accounted for against issue shall be the contractor's property and the same shall be disposed as per statutory regulation prevailing in the project.

2.12.5 **In case BHEL supplies cement through Bulker, Bidder has to store cement in Silos of Suitable capacities as decided by Engineer in charge. Silos Capacities shall be finalized mutually.**

BHEL will not issue cement free of cost for factory made Product/BOI like Fly Ash Brick, Paver Block, Tiles, Hume Pipe etc. unless specified otherwise.

2.13 ISSUE OF STEEL.

2.13.1 The steel shall be issued to the contractor on the following basis:

- Reinforcement Steel: Weight basis (Unit-MT)

2.13.2 All the steel like reinforcement issued by BHEL shall be properly accounted for. The total quantity of steel required for the work will be calculated from the approved Bar Bending schedule, approved laps, chairs and lugs etc. The measurement for payment as well as for accounting shall be based on the sectional weights as indicated in the following IS/BS/EN specifications.

Sr No	Name of Standard	Name of Section
1	IS: 1786 or grade -1 of IS432 (Part-I)	Rounds including deformed high yield strength bars.

In case any such sectional weights are not available in the above documents, the manufacturer recommendation shall be binding.

2.13.3 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.

2.13.4 The contractor shall satisfy himself of the quality and quantity of the materials at the time of taking delivery from BHEL stores. No claims whatsoever will be entertained by BHEL because of quality or quantity after the materials are taken by the contractor from BHEL stores.

2.13.5 The contractor shall submit to BHEL, a statement indicating estimated quantity of cement and steel required during a quarter. In addition, the contractor shall also furnish the estimated requirement of steel during a month by the third week of the previous month indicating his requirement.

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2.13.6 Following shall be limit for the maximum quantity of BHEL issue materials that would be with the contractor at any point of time when work is in progress (excluding what has already been incorporated in the works).

SL No.	ISSUE OF MATERIALS	MAX QUANTITY IN CONTRACTORS STORE
01	Reinforcement steel, as per BOQ	ONE MONTH
02	Cement	ONE MONTH

2.13.7 Bidders shall ensure that no lamination material is taken over by them from BHEL.

2.13.8 The contractor must note that cement and steel required for the contractor's enabling job like store/ site office/batching plant/temporary works etc. shall be arranged by the contractor at his own cost.

2.13.9 Bidder to give requirement of Material in BHEL Scope well in advance of before Three month from requirement. Any delay in raising the requirement of these item leading to delay in placement of order, will be Contractor responsibility and its attributable delay in erection will be responsibility of Bidder only.

2.14 RETURN OF MATERIALS

2.14.1 **Return of Cement:** Sealed cement bags remaining unused and in perfectly good condition at the time of completion or termination of the contract shall be returned promptly, (within 15 days from assessment) if BHEL/ engineer is satisfied of the physical condition of the cement. Return of such cement to the project stores / place as identified within the project area by engineer/ BHEL will not be entitled to handling and incidental charges. Surplus sealed and good conditioned cement bags will be taken back on weighment basis.

2.14.2 **Return of Reinforcement Steel including Scrap:** All surplus steel and all wastage materials will be taken back on weighment 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 shall be returned separately.

2.15 Scrap and Serviceable Materials:

2.15.1 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.

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2.16 Cement, Steel Consumption and wastage:

2.16.1 **Cement Consumption:**

The theoretical consumption of cement shall be based on the following:

- a. For design mix concrete as per approved design mix.
- b. For nominal mix concrete work, as per minimum cement as specified or as approved by engineer-in-charge.
- c. For item of works, where volume mix is permitted in writing by the BHEL, for masonry works, plaster other miscellaneous items, the cement consumption shall be governed by the "Statement of cement consumption" attached to the DSR-2013 unless otherwise specified in the specifications or the drawing of contract or mutually agreed by engineer-in-charge and the contractor.
- d. Actual consumption = Issue – Surplus/ unused quantity of cement returned in good condition by the contractor to store. (No sweep cement will be taken back by BHEL).

2.16.2 **Cement Wastage:**

2.16.2.1 **Allowable wastage:** One and half percent (+1.5%) of theoretical consumption of cement.

2.16.2.2 For any material issued by BHEL to the contractor free of cost, and which is not accounted for by the contractor to BHEL, then recovery for such material shall be affected at penal rates.

Sl no.	Cement consumption	Basis of issue & penal recovery
C-1	Theoretical consumption (without considering any wastage or loss).	Free
C-2	Actual consumption being Limited to one and half percent (+1.5%) of aforesaid theoretical consumption towards allowable wastage.	Free
C-3	Actual consumption beyond one and half percent (+1.5%) of above (C-1).	Penal rate

2.16.3 **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 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.

2.16.3.1 Actual consumption = Issue – Surplus.

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2.16.3.2 Surplus = un-tampered, unused, uncut QTY of steel **including serviceable material** returned by the contractor to BHEL store along-with relevant documents.

2.16.3.3 Wastage = Actual consumption – Theoretical consumption.

2.16.4 Reinforcement Steel Wastage

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

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

2.17 Reconciliation of Materials:

2.17.1 The contractor shall submit a reconciliation statement of cement and steel issued to the contractor with each RA Bill.

2.17.2 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 is available in the contractor custody at site.

2.17.3 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.

2.17.4 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.

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Chapter-II: Scope of Works and Technical Specifications

2.18 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/-
B	Cement (OPC/ PPC/ PSC).	MT	6,500/-

2.19 PROCUREMENT OF MATERIALS BY SUCCESSFUL CONTRACTORS AND TESTING:

01. Material required for the entire job (other than issued by BHEL as explained above) like 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 brought item brought to the site. Apart from the above, it shall be the responsibility of contractor to get the testing of cement supplied by BHEL, 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 Job piling work shall be purchased from only the vendors approved by BHEL/NTPC. 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 ascertain concurrency of approval in respect of any vendor from whom he is likely to source any item.

2.20

01. 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.
02. 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.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-II: Scope of Works and Technical Specifications

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.
4. In case the test piles/job Pile 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.

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 PART I	Scope / to be taken care by		<i>Remarks</i>
		BHEL	Bidder	
3.1	ESTABLISHMENT			
3.1.1	FOR CONSTRUCTION PURPOSE:			
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 equipment, office / store / canteen consumables		Yes	
e	Canteen facilities for the bidder's staff, supervisors and engineers etc.		Yes	
f	Firefighting equipment like buckets, extinguishers etc.		Yes	
g	Fencing of storage area, office, canteen etc of the bidder		Yes	
3.1.2	FOR LIVING PURPOSES OF THE BIDDER			
a	Open space for labour colony (as per availability)		Yes	Contractor has to make his own arrangements for 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	ELECTRICITY			

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

Sl.No.	Description PART I	Scope / to be taken care by		Remarks
		BHEL	Bidder	
a	Two number 415 V feeders in LT switchgears.	Yes		Chargeable. 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	Electricity for the office, stores, canteen etc of the bidder(to be specified whether chargeable or free)			Chargeable 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	Electricity for living accommodation of the bidder's staff, engineers, supervisors etc		Yes	Contractor has to make his own arrangement.
a	Single point source		Yes	
b	Further distribution including all materials, Energy Meter, Protection devices and its service		Yes	

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

Sl.No.	Description	Scope / to be taken care by		Remarks
		BHEL	Bidder	
c	Duties and deposits including statutory clearances if applicable		Yes	
3.3.0	WATER SUPPLY			
3.3.1	For construction purposes: (to be specified whether chargeable or free)			
a	Making the water available at single point		Yes	
b	Further distribution as per the requirement of work including supply of materials and execution		Yes	
3.3.2	<u>Water supply for bidder's office, stores, canteen etc</u>			
a	Making the water available at single point		Yes	
b	Further distribution as per the requirement of work including supply of materials and execution		Yes	
3.3.3	<u>Water supply for Living Purpose</u>			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	LIGHTING			
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 10 At the construction site /area		Yes	
c	Providing the necessary consumables like bulbs, switches, etc during the course of project work		Yes	
d	Lighting for the living purposes of the bidder at the colony / quarters		Yes	
3.5.0	COMMUNICATION FACILITIES FOR SITE OPERATIONS OF THE BIDDER			

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

Sl.No.	Description	Scope / to be taken care by		Remarks
		BHEL	Bidder	
a	Téléphone, fax, internet, intranet, e-mail etc.		Yes	
3.6.0	COMPRESSED AIR wherever required for the work		Yes	
3.7.0	Demobilization of all the above facilities		YES	
3.8.0	TRANSPORTATION			
a	For site personnel of the bidder		Yes	
b	For bidder's equipment and consumables (T&P, Consumables etc)		Yes	

Sl.No.	Description	Scope / to be taken care by		Remarks
		BHEL	Bidder	
	PART II			
	3.9.0 ERECTION FACILITIES			
3.9.1	Engineering works for construction:			NOT APPLICABLE
a	Providing the erection/constructions drawings for all the equipment covered under this scope	Yes		For Details Pl refer Chapter-IX-
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 is completed as per schedule.		Yes	

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

Sl.No.	Description PART II 3.9.0 ERECTION FACILITIES	Scope / to be taken care by		Remarks
		BHEL	Bidder	
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 (Package A/ Package B)

Nos of T&Ps to be deployed at site shall be decided with respect to monthly plan and review formats (F 14) based on site requirement. Below given Nos are tentative for planning purposes by the bidder.

SN	DESCRIPTION	
1	(a) T &Ps for Civil works	
	Sl.	Major T&P items
	1.	Piling Hydraulic Rig with complete set.
	2.	10/12/14/18 MT Nextgen pick & carry type tyre mounted mobile crane. (like Escorts F15 Pick and Carry Eqpt.)
	3.	Trailer - 15T.
	4.	Jack Hammer
	5.	Hydraulic Excavator/ Poclain.
	6.	JCB.
	7.	Kent ledge arrangement (preferably concrete blocks with structural arrangement) with high capacity hydraulic jack, dial gauges for vertical load test of pile.
	8.	Transit Mixer (5 / 6 cum capacity).
	9.	Concrete batching plant (30 Cum/Hr)
	10.	Concrete Pump
	11.	Self-Priming Dewatering Pump 5 HP (diesel / electric).
	12.	10 HP Submersible Mono-Block Electric Pump (KOS-1040+ of Kirloskar or equivalent).
	13.	Self-Priming Dewatering Pump 2 HP (diesel/ electric).
	14.	Reinforcement Bending Machine.
	15.	Reinforcement Cutting Machine.
	16.	Total Station
	17.	Auto level & staff
	18.	Concrete Cube Moulds
	19.	Desktop/Laptop with printing & CD writing facility
	20.	COMMUNICATION FACILITIES
	21.	Mini batching plant (5/10Cub.m./Hr.)/Tie up with local available agency
	22.	Conventional concrete mixer machine
	23.	Pick -N- Carry Crane 14 MT (equivalent to F-15)
	24.	Full set of tool and tackles like Jacks of required capacity, girders, loading platforms, loads, Gauges, for carrying out

TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

SN	DESCRIPTION		
		the various test on piles.	
25.	Equipment's for carrying Pile Integrity Test		As per Requirement
26.	Equipment's for carrying Load Test on piles		As per requirement
	As per requirement.		

4.1 Computer Infrastructure: The successful bidder(s) will have to establish computerized project management system along with Two no Diploma in Civil Supervisor with sufficient computer knowledge (knowledge of MS office) and the following are the minimum requirements of the system:

- 4.1.1 The bidder will have to install 1nos PCs (multimedia PC work station Core i3/i5, 1 GHZ or above, 320 GB HDD, 4 GB RAM, 100 MBPS LAN card of DELL/HP/ASUS or equivalent make with window 10 O/S with required accessories like mouse, keyboard, UPS and required software like MS Office 2010 Professional, AutoCAD 2011, ADOBE PDF CREATOR (version 8.0) with one no laser jet printer compatible for A4 and A3 size printing (ink/ cartridge for which to be supplied as and when required, (the consumption may be assumed as 1 cartridge per month) with power backup at places, as per instruction of BHEL for exclusive use of BHEL.
- 4.1.2 Computer/printer along with technical (civil diploma) shall remain contractor's property/ownership for all legal/technical purposes; however, contractor shall be allowed to take out/release the same after completion of the site works. Further, the computer/printer along with two nos technical supervisor shall remain/work at BHEL offices.
- 4.1.3 The contractor's technical supervisor shall provide data / information etc. in prescribed formats for periodical updating of the progress reports, Billing, daily progress report, updating of schedule and site supervision etc.
- 4.1.4 This facility has to be provided from 1st month from LOI date till completion of site works or as decided by BHEL. If contractor fails to provide computer/ printer as per requirement, for a continuous period of fifteen days or more, BHEL shall have the right to purchase it at risk and cost of bidder.
- 4.1.5 In the event of the contract period getting extended beyond the stipulated time for reasons not attributable to the bidder, the bidder will be reimbursed at Rs 10000.00 per month for one computers with printer facility, if the services of computer and printer are being used by BHEL.**

TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

4.1.6 If Contractor fails to mobilize above computer infrastructure BHEL reserve the right to recover from Bidder at the rate of Rs 15000 per Month.

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 equipment's including Laboratory equipment's deployed on the job shall have the traceability as per National & International standard.

NOTE:

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

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

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter- VI: Time Schedule

6.1 Time Schedule and Mobilization:

6.1.1 Initial Mobilization and Time 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 10 (Ten) months** in a manner required by BHEL to match with the project schedule.

THE OVERALL CONTRACT PERIOD SHALL of 10 (Ten) 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.

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

S.no	Activity	Period of release of fronts from DOS (Date of start)
	Package A	
1	Piling of Chimney –Unit 4&6	2 nd Month
2	Piling of Absorbers	3 rd Month
3	Piling of FGD Control Room	4 th Month
4	Piling of Gypsum De-Watering	6 th Month

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter- VI: Time Schedule

S.no	Activity	Period of release of fronts from DOS (Date of start)
5	Piling of Pipe Racks Foundations	7 th Month
6	Piling of Balance Civil work	8 th Month
7	All balance work including Testing of Pile, excavation and PCC Work	10 th Month
Package B		
1	Piling of Chimneys Unit -5&7	2 nd Month
2	Piling of Crusher House	3 rd Month
3	Piling of Silo	4 th Month
4	Piling of Duct Foundation	7 th Month
5	Piling of Balance Civil work	8 th Month
6	All balance work including Testing of Pile, excavation and PCC Work	10 th Month

6.1.3 PROVISION OF PENALTY IN CASE OF SLIPPAGE OF INTERMEDIATE MILESTONES:

In case of slippage of Two Major Intermediate Milestones, mentioned as M1 & M2 hereunder, Delay Analysis shall be carried out on achievement of each of these two Intermediate Milestones in reference to F-14.

Package A: -

Milestones	Activity	Period of release of fronts from DOS
M1	Piling of Absorbers	3 rd Month
M2	Piling of Pipe Racks Foundations	7 th Month

Package B: -

Milestones	Activity	Period of release of fronts from DOS
M1	Piling of Crusher House	3 rd Month
M2	Piling of Duct Foundations	7 th Month

Note: Refer Clause no. 8 of NIT "Annexure-12-Important Information" regarding modalities against provision of penalty in case of slippage of Intermediate Milestones.

Notes:

- Contractor shall note that individual milestones as above shall be achieved as per schedule furnished above.

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.

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.

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.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VIII: Taxes and Duties

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

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

12. **New taxes and duties**:-Any New taxes & duties, if imposed subsequent to due date of offer submission as per NIT & TCN, by statutory authority during contract period including extension, if the same is not attributable to you, shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, you shall obtain prior approval from BHEL before depositing new taxes and duties.
Benefits and/or abolition of all existing taxes must be passed on to BHEL against new Taxes, if any, proposed to be introduced at a later date.
In case any new tax/levy/duty etc. becomes applicable after the date of bidder's offer but before opening of the price bid, the bidder must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of the price bids. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.
13. For transportation work, bidder shall declare in his quotation whether he is registered under GST, if yes, whether he intends to claim GST on forward charge 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.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VIII: Taxes and Duties

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

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

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

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

ANNEXURE-1

State wise GSTIN no.s of BHEL

Sl. No	Projects under state	GSTIN
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

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.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VIII: Taxes and Duties

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

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-IX: Technical Specifications

9.0 Following Technical Specifications and Plot Plan are attached separately as file name “Vol-IE-Technical Specification and Drawings-2393-2394”, which shall be part of this Contract:

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

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-X: Appendix

Tentative Manpower Requirement

1. Project manager – with adequate experience in Piling Works - 1 Head
2. Experienced Civil Engineers – 3 heads
3. Experienced Foreman / Supervisors -6 heads
4. Quality Control Engineer – 1 head
5. Safety Engineer – 2 nos 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

10.1 Deputation of above man-power shall be jointly decided at site in line with construction schedule.

10.2 **Engineer/ supervisor for other functions like store & purchase, material management, planning, finance, administration & liaison etc are to be provided as per site requirement and not considered above.**

10.3 In the event of non-deputation of engineer/supervisor by the bidder as per above agreed schedule, BHEL shall reserve the right to deduct Rs 50,000.00 per man-month for engineer, Rs 35,000.00 per man-month for the supervisor/safety officer/chemist and Rs. 30,000 per man-month for safety supervisor from RA bills. Further induction of manpower regarding site supervisor & site engineer will be decided at site as per requirement without any financial implication.

10.4 BHEL reserves the right to reject or approve the list of personnel proposed by the contractor. The persons whose bio-data have been approved by BHEL will have to be posted at site and deviation in this regard will not be permitted unless specific & reasonable justification is made.

10.5 In addition to above, a well experienced qualified engineer to be designated, as 'Project Co-coordinator', shall be deployed by the contractor. Such engineer shall have adequate exposure on the job and shall remain fully involved in all planning activities, guidance etc. to contractor's own team during the complete execution period of contract.

The contractor should also submit the fitness/calibration certificate for T&Ps regularly and renew as per applicable IS standards and statutory requirements. The tools &

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-X: Appendix

tackles shall not be removed from site without written permission of BHEL. Deputation of above man-power shall be jointly decided at site in line with construction schedule.

- 10.6 **Engineer/ supervisor for other functions like store & purchase, material management, planning, finance, administration & liaison etc are to be provided as per site requirement and not considered above.**
- 10.7 In the event of non-deputation of engineer/supervisor by the bidder as per above agreed schedule, BHEL shall reserve the right to deduct Rs 50,000.00 per man-month for engineer, Rs 35,000.00 per man-month for the supervisor/safety officer/chemist and Rs. 30,000 per man-month for safety supervisor from RA bills. Further induction of manpower regarding site supervisor & site engineer will be decided at site as per requirement without any financial implication.
- 10.8 BHEL reserves the right to reject or approve the list of personnel proposed by the contractor. The persons whose bio-data have been approved by BHEL will have to be posted at site and deviation in this regard will not be permitted unless specific & reasonable justification is made.
- 10.9 In addition to above, a well experienced qualified engineer to be designated, as 'Project Co-coordinator', shall be deployed by the contractor. Such engineer shall have adequate exposure on the job and shall remain fully involved in all planning activities, guidance etc. to contractor's own team during the complete execution period of contract.

The contractor should also submit the fitness/calibration certificate for T&Ps regularly and renew as per applicable IS standards and statutory requirements. The tools & tackles shall not be removed from site without written permission of BHEL.

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”:

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

Part A: Instructions to the Bidders

1. **Bidders shall quote Total Lump-sum Price for the entire scope of work for Package-A Only 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 for Package-A.
3. Based on the pre-fixed % weightages, amount of individual items shall be derived by BHEL for Package-A. 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 for Package-A. 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-2393) with all requisite formulae as detailed above for Package-A. **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”) for Package-A.

Note: This Chapter-XI is uploaded separately as file titled ‘**Chapter XI-BOQ and Percentage Weightage-2393**’ for Package-A.