

# **E-TENDER SPECIFICATION**

## **E-Tender Specification no.**

**BHE/PW/PUR/LRPT2-OFFICE/2884**

**FOR**

**Construction of Pre-Fab BHEL Site Office building with Furniture, Electrical works and Air Conditioners all complete excluding civil foundation works at 2x800MW NTPC Lara TPS Project**

## **VOLUME I - TECHNICAL BID**

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

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



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

CONTENTS		
Volume No	Description	Hosted in website <a href="http://www.bhel.com">www.bhel.com</a> (Briefly) and detailed in BHEL e-Procurement Portal as files titled
NIL	Tender Specification Issue Details	(Part of <b><u>Vol-I-A-2884</u></b> )
NIL	Notice Inviting Tender	(Part of <b><u>Vol-I-A-2884</u></b> )
I-A	Technical Conditions of Contract	Vol-I-A-2884
I-B	Special Conditions of Contract	(Part of Vol-I-BCD-2884)
I-C	General Conditions of Contract	(Part of Vol-I-BCD-2884)
I-D	Forms & Procedures	(Part of Vol-I-BCD-2884)
I-E	Technical Annexure	Vol-I-E-2884
II	Price Bid Specification as specified in E-Procurement Portal	<b>Volume-II-PRICE-BID-2884</b>

## **E-TENDER SPECIFICATION**

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**BHE/PW/PUR/LRPT2-OFFICE/2884**

**FOR**

Construction of Pre-Fab BHEL Site Office building with Furniture, Electrical works and Air Conditioners all complete excluding civil foundation works at **2x800MW NTPC Lara TPS Project**

EARNEST MONEY DEPOSIT: Refer Notice Inviting Tender

LAST DATE FOR                Refer Notice Inviting Tender  
TENDER SUBMISSION

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

M/s. ....

.....

PLEASE NOTE:

THESE TENDER SPECS DOCUMENTS ARE NOT TRANSFERABLE.

For Bharat Heavy Electricals Limited

**GM (Purchase)**

Place: Nagpur

Date:

**2884**

# NOTICE INVITING TENDER

**Bharat Heavy Electricals Limited**



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Date: 17/11/2023

**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	<b>TENDER NUMBER</b>	BHE/PW/PUR/LRPT2-OFFICE/2884
ii	<b>Broad Scope of job</b>	Construction of Pre-Fab BHEL Site Office building with Furniture, Electrical works and Air Conditioners all complete excluding civil foundation works at <b>2x800MW NTPC Lara TPS Project</b>
iii	<b>DETAILS OF TENDER DOCUMENT</b>	
A	Volume-IA	Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc. <i>Applicable</i>
B	Volume-IB	Special Conditions of Contract (SCC) <i>Applicable</i>
C	Volume-IC	General Conditions of Contract (GCC) <i>Applicable</i>
D	Volume-ID	Forms and Procedures <i>Applicable</i>
E	Volume-IE	Additional Annexure <i>Applicable</i>
F	Volume-II	Price Schedule (Absolute value). <i>Applicable</i>
iv	<b>Issue of Tender Documents</b>	Tender documents will be available for downloading from BHEL website ( <a href="http://www.bhel.com">www.bhel.com</a> ) or e-procurement portal ( <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a> ) as per schedule below: <b>Start: 17/11/2023, Time :18:00 Hrs</b> <b>Closes: 28/11/2023, Time: 13:00 Hrs</b> Brief information of the tenders shall also be available at central public procurement portal. ( <a href="https://eprocure.gov.in/epublish/app">https://eprocure.gov.in/epublish/app</a> ) <i>Applicable</i>
v	<b>DUE DATE &amp; TIME OF OFFER</b>	<b>Date: 28/11/2023, Time :13:00 Hrs</b> The bidder should submit their offer online only in e- <i>Applicable</i>

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

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S No.	ISSUE	DESCRIPTION	
	<b>SUBMISSION</b>	Procurement portal at <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a>  <b><u>Bidders are requested to upload their offer well in advance in order to avoid last minute congestion at this website.</u></b>  Hard copy bid or bids through E-mail / fax shall not be accepted.	
vi	<b>OPENING OF TENDER (Techno-Commercial Bid)</b>	<b>Date: 28/11/2023, Time: 17:00 Hrs</b>  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.  (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.	Applicable
vii	<b>EMD AMOUNT</b>	<b>Rs. 2,00,000/- (Rupees Two Lakh Only)</b> <b>Important Note: Bidders kindly to take note that EMD (Earnest Money Deposit) shall be furnished by MSE bidders as well, as per the amount and procedure indicated in the NIT/GCC..</b>	Applicable
viii	<b>COST OF TENDER</b>	<b>NIL</b>	Not Applicable
ix	<b>LAST DATE FOR SEEKING CLARIFICATION</b>	<b>One day before due date of offer submission.</b> Along with soft version also, addressing to undersigned & to others as per contact address given below: 1) Name: Tapish Kumar Designation: Manager Deptt: Purchase Address: Floor no. 5 & 6, Shree Mohini Complex, 345 Kingsway, Nagpur-440001 Mobile-9010903666 Email : <a href="mailto:tapishkhandelwal@bhel.in">tapishkhandelwal@bhel.in</a>  2) Mr. Kamlesh Kumar Designation: DGM Deptt: Purchase Address: Floor no. 5 & 6, Shree Mohini Complex, 345 Kingsway, Nagpur-440001 Email: <a href="mailto:kamleshbhel@bhel.in">kamleshbhel@bhel.in</a> Mob: 9425554615  3) Name: R. M. Malhotra Designation: GM Deptt: Purchase Address: Floor no. 5 & 6, Shree Mohini Complex, 345 Kingsway, Nagpur-440001	Applicable

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S No.	ISSUE	DESCRIPTION	
		Email : <a href="mailto:rmalhotra@bhel.in">rmalhotra@bhel.in</a>	
x	<b>SCHEDULE OF Pre Bid Discussion (PBD)</b>	---	<b>Not Applicable</b>
xi	<b>INTEGRITY PACT &amp; DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)</b>	1) Shri Otem Dai, IAS (Retd.) 2) Shri Bishwamitra Pandey, IRAS (Retd.) 3) Shri Mukesh Mittal, IRS (Retd.)	<b>Applicable</b>
xii	<b>Latest updates</b>	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage ( <a href="http://www.bhel.com">www.bhel.com</a> -->Tender Notifications →View Corrigendum), & on e-tender portal <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a> and not in the newspapers. Bidders to keep themselves updated with all such information.	

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

3.0 Not Used

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

For Electronic Fund Transfer the details are as below:-

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

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

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

**5.0 Procedure for Submission of Tenders:**

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

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

**Documents Comprising the e-Tender**

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

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

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

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

**b. Price Bid:**

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

**Note:**

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

**DO NOT'S**

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).



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**The Requirement:**

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

BHEL has finalized the e-procurement service Provider:-

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

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

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

0120-4001 002

0120-4200 462

0120-4001 005

0120-6277 787

1. Peter Raj, NIC, Ph: 9942069052

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

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

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

The contact details of the DSC certifying authority:-

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

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

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

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

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

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

Sl. no.	Description	Remarks
	<b>Part-I A</b>	
	<del>ENVELOPE – I superscribed as:</del> PART I (TECHNO COMMERCIAL BID) TENDER NO : NAME OF WORK : PROJECT : DUE DATE OF SUBMISSION :  <b>CONTAINING THE FOLLOWING:-</b>	
i. —	Covering letter/Offer forwarding letter of Tenderer.	
ii. —	Duly filled in 'No Deviation Certificate' as per prescribed format to be placed after	

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	document under sl no (i) above. <b>Note:</b> a. <del>In case of any deviation, the same should be submitted separately for technical &amp; commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be placed after document under sl no (i) above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained.</del> b. <del>BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding.</del> i). <del>In case of acceptance of the deviations, appropriate loading shall be done by BHEL</del> ii). <del>In case of unacceptable deviations, BHEL reserves the right to reject the tender</del>	
iii.	Supporting documents/ annexure/ schedules/ drawing etc. as required in line with Pre-Qualification criteria.  It shall be specifically noted that all documents as per above shall be indexed properly and credential certificates issued by clients shall distinctly bear the name of organization, contact ph. no, FAX no, etc.	
iv.	All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc. pertinent to this NIT.	
v.	Integrity Pact Agreement (Duly signed by the authorized signatory)	If applicable
vi.	Duly filled in annexures, formats etc. as required under this Tender Specification/NIT	
vii.	Notice inviting Tender (NIT)	
viii.	Volume – I A : <del>Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc.</del>	
ix.	Volume – I B : <del>Special Conditions of Contract (SCC)</del>	
x.	Volume – I C : <del>General Conditions of Contract (GCC)</del>	
xi.	Volume – I D : <del>Forms &amp; Procedures</del>	
xii.	Volume – II (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item	
xiii.	Any other details preferred by bidder with proper indexing.	

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

	<b>PART-II</b>	
	<b><u>PRICE BID</u></b> consisting of the following shall be enclosed	
	<b><u>ENVELOPE-III</u></b> superscribed as: PART-II (PRICE BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:	

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	<b>CONTAINING THE FOLLOWING</b>	
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)	

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

- **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 based on its 'LOAD and PERFORMANCE' and 'AVERAGE ANNUAL TURNOVER', as per the following:**

- I. **LOAD:** Load takes into consideration **ALL** the contracts of the Bidder under execution with BHEL Regions, irrespective of whether they are similar to the tendered scope or not. The cut off month for reckoning 'Load' shall be the 3<sup>rd</sup> Month preceding the month corresponding to the 'latest date of bid submission', in the following manner -

**(Note:** For example, if latest bid submission is in Jan 2017, then the 'load' shall be calculated up to and inclusive of Oct 2016)

Total number of Packages in hand = Load (P)

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

- II. **PERFORMANCE:** Here 'Monthly Performance' of the bidder for all the packages (under execution/ executed during the 'Period of Assessment' in all Power Sector Regions of BHEL) **SIMILAR** to the packages covered under the tendered scope, excepting packages not commenced shall be taken

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into consideration. The 'Period of Assessment' shall be 6 months preceding and including the cut off month. The cut off month for reckoning 'Period of Assessment' shall be the 3<sup>rd</sup> Month preceding the month corresponding to 'latest date of bid submission', in the following manner:

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

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

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

- a)  $P_1, P_2, P_3, P_4, P_5, \dots, P_N$  etc. be the packages (under execution/ executed during the 'Period of Assessment' in all Regions of BHEL) **SIMILAR** to the packages covered under the tendered scope, excepting packages not commenced. Total number of similar packages for all Regions =  $P_T$  (i.e.  $P_T = P_1 + P_2 + P_3 + P_4 + \dots + P_N$ )
- b) Number of Months ' $T_1$ ' 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 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 ' $S_1$ ' of 'Monthly Performance Evaluation' Scores ( $S_{1-1}, S_{1-2}, S_{1-3}, S_{1-4}, S_{1-5} \dots S_{1-T_1}$ ) for similar package  $P_1$ , for the 'period of assessment' ' $T_1$ ' (i.e.  $S_1 = S_{1-1} + S_{1-2} + S_{1-3} + S_{1-4} + S_{1-5} + \dots + S_{1-T_1}$ ). Similarly,  $S_2$  for package  $P_2$  for period  $T_2$ ,  $S_3$  for package  $P_3$  for period  $T_3$  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. ' $S_T = S_1 + S_2 + S_3 + S_4 + S_5 + \dots + S_N$ ')
- 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

$$\begin{aligned} & \text{Aggregate of Performance scores for all similar packages in all the Regions} \\ = & \frac{\text{Aggregate of months for each of the similar packages for which performance} \\ & \text{should have been evaluated in all the Regions}}{S_T} \\ = & \frac{T_T}{S_T} \end{aligned}$$

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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
(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)	(x)
1	Similar Packages for all Regions → (under execution/ executed during period of assessment)	P <sub>1</sub>	P <sub>2</sub>	P <sub>3</sub>	P <sub>4</sub>	P <sub>5</sub>	...	P <sub>N</sub>	Total No. of similar packages for all Regions = P <sub>T</sub> i.e. Sum (Σ) of columns (iii) to (ix)
2	Number of Months for which 'Monthly Performance Evaluation' as per relevant formats should have been done in the 'period of assessment' for corresponding Similar Packages ( as in row 1)	T <sub>1</sub>	T <sub>2</sub>	T <sub>3</sub>	T <sub>4</sub>	T <sub>5</sub>	...	T <sub>N</sub>	Sum (Σ) of columns (iii) to (ix)  = T <sub>T</sub>
3	Monthly performance scores for the corresponding period (as in Row 2)	S <sub>1-1</sub> , S <sub>1-2</sub> , S <sub>1-3</sub> , S <sub>1-4</sub> , ... S <sub>1-T1</sub>	S <sub>2-1</sub> , S <sub>2-2</sub> , S <sub>2-3</sub> , S <sub>2-4</sub> , ... S <sub>2-T2</sub>	S <sub>3-1</sub> , S <sub>3-2</sub> , S <sub>3-3</sub> , S <sub>3-4</sub> , ... S <sub>3-T3</sub>	S <sub>4-1</sub> , S <sub>4-2</sub> , S <sub>4-3</sub> , S <sub>4-4</sub> , ... S <sub>4-T4</sub>	S <sub>5-1</sub> , S <sub>5-2</sub> , S <sub>5-3</sub> , S <sub>5-4</sub> , ... S <sub>5-T5</sub>	.. .. .. .. .. .. ...	S <sub>N-1</sub> , S <sub>N-2</sub> , S <sub>N-3</sub> , S <sub>N-4</sub> , .. .. S <sub>N-TN</sub>	-----
4	Sum of Monthly Performance scores of the corresponding Package for the corresponding period (as in row-3)	S <sub>1</sub>	S <sub>2</sub>	S <sub>3</sub>	S <sub>4</sub>	S <sub>5</sub>	...	S <sub>N</sub>	Sum (Σ) of columns (iii) to (ix) = S <sub>T</sub>

ii). Calculation of Overall 'Performance Rating' (R<sub>BHEL</sub>) 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

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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:

- a) 'Period of Assessment' i.e. 6 months preceding and including the cut-off month
- b) 12 months preceding and including the cut-off month
- c) 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	0.5
3	> 65 and $\leq$ 70	0.45
4	> 70 and $\leq$ 75	0.4
5	> 75 and $\leq$ 80	0.375
6	> 80 and < 90	0.35
7	$\geq$ 90	0.33

- iv). Performance Systems: The performance rating as mentioned in II (i) and (ii) above, shall be calculated as per Online Systems i.e. Contractor Performance Evaluation System (CPES) and Safety Performance Evaluation System (HSEPES). The scores assigned in HSEPES shall be scaled down to 10 and assigned in CPES against the category "HSE" (mentioned in Form F-15).

**III. i) 'Assessment of Capacity based on 'LOAD and PERFORMANCE':**

- a) '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:

- i). In case the value of  $P_{Max}$  results in a fraction, the value of  $P_{Max}$  is to be rounded off to next whole number
- ii). For  $R_{BHEL} = 60$ ,  $P_{Max} = '1'$

The Bidder shall be considered 'Qualified' on 'Performance basis' 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)

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- b) In addition to above, in case contractor fails to score 5 or more than 5 (five) marks in the scaled down scores of HSEPES for “3 or more than 3 months in a period of 6 months preceding and including the cut-off month in any single package”, the contractor shall be considered disqualified for ongoing tender(s) of BHEL. Qualification of bidder for further tendering process shall be subject to qualifying this condition in addition to qualifying requirements mentioned in PQR. Bidders who did not qualify this condition shall not be considered under the provisions of clause 9 IV (iv) of NIT.

**ii) Assessment of Capacity based on ‘AVERAGE ANNUAL TURNOVER’:**

If the ‘value of contracts in hand’ across all PS Regions by a contractor is less than the product of “annual average turnover of the Contractor and multiplying factor”, then such bidder shall be considered qualified on ‘Annual Average Turnover basis’. The ‘value of contracts in hand’ will be computed by summing up “50% of the annualized awarded value of each contract” unless performance evaluation is not closed in the online CPES.

Based on the performance rating of the Contractor, the above mentioned multiplying factor shall be as below:

Sl. no.	Overall Performance Rating ( $R_{BHEL}$ )	(Multiplying factor to Average Annual Turnover)
1	$\geq 60$ and $\leq 70$	1
2	$> 70$ and $\leq 80$	2
3	$> 80$	3

**‘Assessment of Capacity of Bidder’:**

**The bidder will be considered qualified for the tender if it qualifies on ‘Load and Performance basis’ as well as on ‘Average Annual Turnover basis’.**

**However, ‘New Vendor’/ ‘Consortium Partner’ shall be considered qualified based on only ‘Load and Performance’ (they will be regarded pre-qualified on ‘Average Annual Turnover’ criteria).**

**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**

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Civil	Electrical and C&I	Mechanical
i). Enabling works	i). Electrical	i). Boiler & Aux (All types including CW Piping if applicable)
ii). Pile and Pile Caps	ii). C&I	ii). Power Cycle Piping/Critical Piping
iii). Civil Works including foundations	iii). Others (Elect. and C&I)	iii). ESP
iv). Structural Steel Fabrication & Erection	iv). Electrical Enabling Works	iv). LP Piping
v). Chimney		v). Steam Turbine Generator set & Aux
vi). Cooling Tower		vi). Gas Turbine Generator set & Aux
vii). Others (Civil)		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 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’.



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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 four, 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 ( $R_{BHEL}$ )  $\geq 60$  shall be considered qualified against criteria of 'Assessment of Capacity of Bidders'.
- b) If even after using option "a", the number of qualified bidders remains less than four, then in addition to bidders considered as per option "a", "First timer" bidders having average of available performance scores  $\geq 60$  upto and including the Cut Off month shall also be considered qualified against criteria of 'Assessment of Capacity of Bidders'.
- c) If even after using option "a" and "b", the number of qualified bidders remains less than four, 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 four, then all bidders (a)- having Overall Performance Rating ( $R_{BHEL}$ )  $\geq 60$ , (b)- "First timer" bidders having average of available performance scores  $\geq 60$  upto and including the Cut Off month, (c)- "First timer" bidders for whom no performance score is available in the system upto and including the Cut Off month, shall be considered qualified against criteria of 'Assessment of Capacity of Bidders' for further processing of tender.

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

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

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

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

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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 27<sup>th</sup> of Evaluation Month or 5 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.

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

**“Integrity Pact (IP)”**

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

Sl. No.	IEM	Email
1.	Shri Otem Dai, IAS (Retd.)	<a href="mailto:iem1@bhel.in">iem1@bhel.in</a>
2.	Shri Bishwamitra Pandey, IRAS (Retd.)	<a href="mailto:iem2@bhel.in">iem2@bhel.in</a>
3.	Shri Mukesh Mittal, IRS (Retd.)	<a href="mailto:iem3@bhel.in">iem3@bhel.in</a>

- (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):**

<b>Name:</b>	R M Malhotra/ GM (Purchase)	Tapish Kumar/Manager (Purchase)
<b>Dept:</b>	Purchase Department	
<b>Address:</b>	Floor No. 5 & 6, Shreemohini Complex, 345 Kingsway, Nagpur-440001	
<b>Email:</b>	<a href="mailto:rmalhotra@bhel.in">rmalhotra@bhel.in</a>	<a href="mailto:tapishkhandelwal@bhel.in">tapishkhandelwal@bhel.in</a>
<b>Phone:</b>	9010903666	

- 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](http://www.bhel.com)) (<https://www.bhel.com/guidelines-reverse-auction-2021>) for this tender. RA shall be conducted among the techno-commercially qualified bidders.

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

**Note:-**

1. No benefits to MSE bidders w.r.t Reverse Auction Guidelines as available on [www.bhel.com](http://www.bhel.com) against works contract.
2. In case of enquiry through e-procurement the sealed electronic price bid (e-bid) is to be treated as sealed envelope price bid.

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

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

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

23.0 Void

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

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

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

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

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

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

**28.1.1 Commitment by BHEL:**

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

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

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India Website: <a href="http://www.bhel.com">www.bhel.com</a>
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- .....
- (i) The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.
  - (ii) The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.
  - (iii) The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

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

**29.0 Micro and Small Enterprises (MSE)**

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

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

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

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

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

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**31.0 PREFERENCE TO MAKE IN INDIA:**

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

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

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of this Clause shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Clause means:
  - 
  - a. An entity incorporated established or registered in such a country; or
  - b. A subsidiary of an entity incorporated established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose beneficial owner is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV. The beneficial owner for the purpose of (III) above will be as under:
  1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation

    - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.
    - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
  2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
  3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person has ownership of or entitlement to more than fifteen percent of the property or capital or profits of the such association or body of individuals.
  4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the

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trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

**Note:**

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

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

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

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

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

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

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

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

**35.0 Order of Precedence:**

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

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

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

For BHARAT HEAVY ELECTRICALS LTD



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(General Manager - Purchase)

**Enclosure:**

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



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**ANNEXURE-1**

**PRE QUALIFYING CRITERIA**

E-Tender Spec No: BHE/PW/PUR/LRPT2-OFFICE/2884			
<b>JOB</b>	Construction of Pre-Fab BHEL Site Office building with Furniture, Electrical works and Air Conditioners all complete excluding civil foundation works at <b>2x800MW NTPC Lara TPS Project</b>		
S No	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Applicability	
<b>A</b>	Submission of Integrity Pact duly signed (if applicable)  (Note: To be submitted by Prime Bidder & Consortium / Technical Tie up partner jointly in case Consortium bidding is permitted, otherwise by the sole bidder)	<b>Applicable</b>	
<b>B</b>	<b><u>Technical QR</u></b> Bidder shall essentially meet the Qualifying Requirements as under, in the last seven years as on latest date of bid submission:  <b>B.1:</b> Bidder should have Executed “Piling or Civil or Structure or ‘Civil and Structural Works’ or RCC Chimney or RCC Cooling Tower or RCC Silo or Mill Bunker or any combination of these works” or “Construction of PEB /pre-fab structure” for any one of the following in the last seven years from latest date of bid submission: <b>B.1.1)</b> Executed One work of value not less than <b>Rs. 200 Lakhs</b> against single work order. <b>OR</b> <b>B.1.2)</b> Executed Two works each of value not less than <b>Rs. 125 Lakhs</b> against maximum two work orders. <b>OR</b> <b>B.1.3)</b> Executed Three works each of value not less than <b>Rs. 100 Lakhs</b> against maximum three work orders. <b>And</b> <b>B.2.a)</b> Bidder should have executed <b>Pre-fab/ PEB structure/building</b> of at least <b>540 SQM</b> in a single running/completed contract <b>OR</b>	<b>Applicable</b>	

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	<b>B.2.b)</b> Bidder should have executed <b>Two Pre-fab/ PEB structure/building</b> of at least <b>360 SQM each</b> in maximum two running/completed contracts <b>OR</b> <b>B.2.c)</b> Erection of Steel Structure of at least 65MT in a single work order		
<b>C-1</b>	<b>FINANCIAL TURNOVER</b> Bidders must have achieved an average annual financial turnover (audited) of <b>₹ 75 Lakhs or more over last three Financial Years (FY) i.e. '2020-21, 2021-22 &amp; 2022-23'</b>	Applicable	
<b>C-2</b>	<b>NETWORTH</b> (only in case of Companies) Net worth of the Bidder based on the latest Audited Accounts as furnished for 'C-1' above should be positive.	Applicable	
<b>C-3</b>	<b>PROFIT</b> Bidder must have earned profit in any one of the three Financial Years as applicable in the last three Financial Years as furnished for 'C-1' above.	Applicable	
<b>C-4</b>	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 ( <b>Annexure-8</b> ) to this effect	Applicable	
<b>D</b>	<b>Assessment of Capacity of Bidder to execute the work as per sl no 9 of NIT (if applicable)</b> <del>Applicable, The "Assessment of Capacity of Bidders" for this Tender shall be carried out by considering the identified packages i.e.</del>	Not Applicable	
<b>E</b>	<b>Approval of Customer (if applicable)</b>	<b>Not Applicable</b>	
<b>F</b>	Price Bid Opening <b>Note:</b> Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria A to E		BY BHEL
<b>G</b>	Consortium tie-ups	<b>Not Applicable</b>	

**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

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month as per last month of work execution and indexed up to three (3) months prior to the month of latest due date of bid submission as per following formula-

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

Where

P = Updated value of work

R = Value of executed work

X<sub>N</sub> = 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'2016 shall be considered).

X<sub>0</sub> = All India Avg. Consumer Price index for industrial workers for last month of work execution

Y<sub>N</sub> = Monthly Whole Sale Price Index for All Commodities for three months prior to the month of latest due date of bid submission (e.g. If latest bid submission date is 02-Mar-17, then bid submission month shall be reckoned as March'17 and index for Dec'2016 shall be considered).

Y<sub>0</sub> = Monthly Whole Sale Price Index for All Commodities for last month of work execution

**Explanatory Notes for Technical Criteria (B2):**

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

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

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

**C-1:**

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

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2. Completion date for achievement of the technical criteria specified in the 'B' above should be in the last 7 years ending on the 'latest date of Bid Submission' of Tender irrespective of date of the start of work. Completion date shall be reckoned from the "Financial Year quarter of bid submission". (for e.g. -Work completed on 01.01.2014 shall be considered even if latest date of bid submission is 20.03.2021).
3. "Executed" means the bidder should have achieved the technical criteria specified in the Common QR even if the Contract has not been completed or closed.
4. In case the Experience/PO/WO certificate enclosed by bidders do not have separate break up of prices for the E&C portion for Electrical and C&I works (i.e. the certificates enclosed are for composite order for supply and erection of Electrical and C&I and other works if any), then value of Erection & Commissioning for the Electrical and C&I portion shall be considered as 15% of the price for supply & erection of Electrical and C&I.
5. Following shall be complied with in case of consortium:
  - a. The Prime Bidder and Consortium Partner(s) are required to enter in to a consortium agreement and certify to BHEL regarding existence and validity of their consortium agreement in line with validity period mentioned in NIT.
  - b. Prime Bidder and Consortium partners shall be approved by Customer for being considered for the tender (applicable if customer approval is required).
  - c. Number of partners including prime Bidder shall be NOT more than 3 (three).
  - d. Prime Bidder alone shall necessarily comply with "B1Technical Criteria" except for mechanical package where B1 criteria is not applicable.
  - e. Prime Bidder and Consortium Partner shall together comply with the 'Pre-Qualification Requirements' specified for the respective category of technical requirement as per "B2 technical criteria".
  - f. Prime Bidder shall comply with all other Pre Qualifying criteria for the Tender unless otherwise specified.
  - g. All other conditions shall be read in conjunction with clause no 23.0 of NIT.
  - h. Prime Bidder shall be the Bidder who has a major share of work.
  - i. Prime Bidder shall be responsible for the overall execution of the Contract.
  - j. Performance shall be evaluated for Prime Bidder and the Consortium partner for their respective scope of work.
  - k. In case the Consortium partner backs out, another consortium partner meeting the QRs, has to be engaged by Prime Bidder and if not, the respective work will be withdrawn and executed on risk and cost basis of the prime bidder.
  - l. In case Prime Bidder withdraws or insolvency / liquidation / winding up proceedings have been initiated / admitted against the Prime Bidder, BHEL reserves the right to cancel, terminate or short close the contract or take any other action to safeguard BHEL's interest in the Project / Contract. This action will be without prejudice to any other action that BHEL can take under Law and the Contract to safeguard interests of BHEL
  - m. After successful execution of one work with a consortium partner under direct orders of BHEL, the Prime Bidder shall be eligible for becoming a 'standalone' bidder for works similar to that for which consortium partner was engaged, for subsequent tenders.
  - n. The Consortium partner shall submit SD equivalent to 1% of the total contract value in

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.....  
addition to the SD to be submitted by the Prime Bidder for the total contract value.

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

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

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Format-1

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

To,

.....

.....

Dear Sir,

**Sub:** Bid for NIT No .....dated..... for "....." (name of the tender).

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

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**

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

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

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

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

**DATE :**

**AUTHORISED SIGNATORY**

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

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

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**ANNEXURE-3**

**Certificate by Chartered Accountant on letter head**

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

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

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

1. ~~For Manufacturing Enterprises:~~ Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5,2006:  
Rs..... Laacs
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..... Laacs
3. ~~For Enterprises (having EM-II Certificate/ valid NSIC Certificate or Udyog Aadhar Memorandum):~~ Investment in plant and machinery or equipment is Rs..... Laacs and turnover is Rs. .... Laacs (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..... Laacs and turnover is Rs. .... Laacs (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 ..... Laacs is within permissible limit of  
Rs..... Laacs for ..... Micro / Small/ Medium ~~(Strike off which is not applicable)~~  
Category under MSMED Act 2006.

Or

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

Or

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

Date:

(Signature)

Name:

Membership Number:

Seal of the Chartered Accountant

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[ANNEXURE-4](#)

**Reverse Auction Process Compliance Form**

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

To

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

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

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the RFQ document for {Items} against BHEL enquiry/ RFQ no. { BHE/PW/PUR/LRPT2-OFFICE/2884 } dt. {.....}

This letter is to confirm that:

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

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

With regards

Signature with company seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

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

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**ANNEXURE-5**

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

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

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**ANNEXURE-6**

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

To

- M/s. Service provider
- Postal address

CC: M/s BHEL  
BHEL-PSWR, 345, KINGSWAY, NAGPUR-440001

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

Dear Sir,

We confirm that we have quoted.

**Rs.{\_\_in value & in words\_\_} for item(s) covered under tender enquiry No. { BHE/PW/PUR/LRPT2-OFFICE/2884} 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 **E-Tender Spec No: BHE/PW/PUR/LRPT2-OFFICE/2884 (Job Description Construction of Pre-Fab BHEL Site Office building with Furniture, Electrical works and Air Conditioners all complete excluding civil foundation works at 2x800MW NTPC Lara TPS Project)**

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

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

**Section 1-Commitments of the Principal**

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will

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inform its Vigilance Office and in addition can initiate disciplinary actions.

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

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

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

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

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

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

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

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

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

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put



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his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process, terminate the contract, if already awarded, exclude from future business dealings and/ or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

**Section 4 -Compensation for Damages**

- 4.1 If the Principal has disqualified the Bidder (s) from the tender process before award / order acceptance according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal is entitled to terminate the Contract according to Section 3, or terminates the Contract in application of Section 3 above, the Bidder(s)/ Contractor (s) transgression through a violation of Section 2 above shall be construed breach of contract and the Principal shall be entitled to demand and recover from the Contractor an amount equal to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher, as damages, in addition to and without prejudice to its right to demand and recover compensation for any other loss or damages specified elsewhere in the contract.

**Section 5 -Previous Transgression**

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

**Section 6 -Equal treatment of all Bidder (s)/ Contractor (s) / Sub-contractor (s)**

- 6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.
- 6.2 In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor(s) and ensure that all Sub-contractors also sign the Integrity Pact.
- 6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity Pact or violate its provisions.

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

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which

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constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

**Section 8 -Independent External Monitor(s)**

- 8.1 The Principal appoints competent and credible panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
- 8.2 The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
- 8.4 The Principal will provide to the IEMs sufficient information about all meetings among the parties related to the Contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEMs the option to participate in such meetings.
- 8.5 The advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEMs would not be legally binding and it is restricted to resolving issues raised by a Bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some Bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of Contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to the CMD, BHEL at the earliest. They may also send their report directly to the CVO, in case of suspicion of serious irregularities requiring legal/ administrative action. Only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Commission. IEMs will tender their advice on the complaints within 30 days.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.
- 8.9 IEMs should examine the process integrity; they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.
- 8.10 If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code / Prevention of Corruption Act, and the CMD, BHEL has not, within

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reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

- 8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs. Issues like warranty/ guarantee etc. shall be outside the purview of IEMs.
- 8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.
- 8.13 The word 'Monitor' would include both singular and plural.

**Section 9 -Pact Duration**

- 9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties till the final completion of contract for successful Bidder, and for all other Bidders 6 months after the Contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 9.2 If any claim is made/ lodged during currency of this Integrity Pact, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

**Section 10 -Other Provisions**

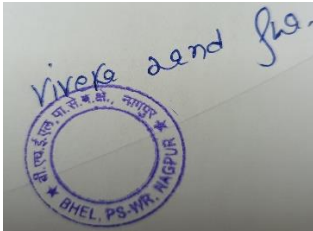
- 10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.
- 10.2 Changes and supplements as well as termination notices need to be made in writing.
- 10.3 If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.
- 10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.
- 10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation

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before the panel of IEMs in a time bound manner. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract. The fees/expenses on dispute resolution through mediation shall be shared by both the parties. Further, the mediation proceedings shall be confidential in nature and the parties shall keep confidential all matters relating to the mediation proceedings including any settlement agreement arrived at between the parties as outcome of mediation. Any views expressed, suggestions, admissions or proposals etc. made by either party in the course of mediation shall not be relied upon or introduced as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of mediation proceedings. Neither of the parties shall present IEMs as witness in any Alternative Dispute Resolution or judicial proceedings in respect of the dispute that was subject of mediation.



-----  
For & On behalf of the Principal

(Office Seal)

Place-----

Date-----

Witness:\_\_\_\_\_

(Name & Address) \_\_\_\_\_  
\_\_\_\_\_

-----  
For & On behalf of the Bidder/ Contractor

(Office Seal)

Witness:\_\_\_\_\_

(Name & Address) \_\_\_\_\_  
\_\_\_\_\_

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**ANNEXURE-8**

**UNDERTAKING**

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

**To,**  
GM-PURCHASE  
BHEL-PSWR, 345, KINGSWAY, NAGPUR-440001

Dear Sir/Madam,

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

**Ref:** NIT/Tender Specification No: BHE/PW/PUR/LRPT2-OFFICE/2884

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,  
GM-PURCHASE  
BHEL-PSWR, 345, KINGSWAY, NAGPUR-440001

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

Dear Sir/ Madam,

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

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

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

Regards,  
( \_\_\_\_\_ )

From: M/s \_\_\_\_\_  
Supplier Code: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

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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  
04<sup>TH</sup> JUNE, 2020 AND SUBSEQUENT ORDER(S)**

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

To,  
GM-PURCHASE  
BHEL-PSWR, 345, KINGSWAY, NAGPUR-440001

Dear Sir,

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

**Ref:** 1) NIT/Tender Spec No: BHE/PW/PUR/LRPT2-OFFICE/2884  
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,  
GM-PURCHASE  
BHEL-PSWR, 345, KINGSWAY, NAGPUR-440001

Dear Sir,

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

**Ref:** 1) NIT/Tender Spec No: BHE/PW/PUR/LRPT2-OFFICE/2884,  
2) All other pertinent issues till date

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

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

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

I hereby certify that we fulfill 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:**

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

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

Manager Purchase, Email: [tapishkhandelwal@bhel.in](mailto:tapishkhandelwal@bhel.in) , Mob: 9010903666

DGM Purchase, Email: [kamleshbhel@bhel.in](mailto:kamleshbhel@bhel.in)

GM Purchase, Email: [rmalhotra@bhel.in](mailto:rmalhotra@bhel.in)

1. **Refer the abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' which is available at [www.bhel.com](http://www.bhel.com) on "supplier registration page" at the following link: [https://www.bhel.com/sites/default/files/suspension\\_guidelines\\_abridged.pdf](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."**
5. **Void**
6. **Following clause shall form part of the HSE documents issued under Chapter IX of Volume IB 'Special Conditions of Contract'**

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

7. **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."**
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.

9. **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 Contract as certified by Engineer-in-Charge.

10. **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:

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India Website: <a href="http://www.bhel.com">www.bhel.com</a>
---------------------------------------------------------------------------------------------------------------------------------

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**E-Tender Spec No: BHE/PW/PUR/LRPT2-OFFICE/2884**

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State Bank of India  
ABN Amro Bank N.V.  
Bank of Baroda  
Canara Bank  
Citi Bank N.A.  
Corporation Bank  
Deutsche Bank  
HDFC Bank Ltd.  
The Hongkong and Shanghai Banking Corporation Ltd  
ICICI Bank Ltd.  
IDBI Ltd.  
Punjab National Bank  
Standard Chartered Bank  
State Bank of Travancore  
State Bank of Hyderabad  
Syndicate Bank

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

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

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

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

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

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

**Note:-**

- 1. No benefits to MSE bidders w.r.t Reverse Auction Guidelines as available on [www.bhel.com](http://www.bhel.com) against works contract.*
- 2. In case of enquiry through e-procurement the sealed electronic price bid (e-bid) is to be treated as sealed envelope price bid.*
- 3. Reverse Auction will be conducted if two or more bidders are techno-commercially qualified. In case of two or three qualified bidders, there shall be no elimination of H1 bidder (whose quote is highest in sealed envelope price bid). **In case of four qualified bidders, the H1 bidder shall be eliminated whereas in case of five qualified bidders, H1 & H2 bidders shall be eliminated. However, in case of six or more qualified bidders are available, RA would be conducted amongst first 50% of the bidders arranged in the order of prices from lowest to highest.** Number of bidders eligible for participating in RA would be rounded off to next higher integer value if number of qualified bidders is*

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*odd (e.g. if 7 bids are qualified, then RA will be conducted amongst lowest four bidders). However, there will be no elimination of qualified bidders who are MSE or qualifying under PPP-MII, Order 2017, provided their bids are within their respective margin of purchase preference {**presently 15% for MSEs and 20% for PPP-MII, or as amended from time to time**}.*

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

- 12.** Bidder to strictly follow all the necessary guidelines issued by Customer, District Magistrate, State Government and Central government to control Pandemic/Epidemic outbreak. The related towards quarantine Centre/Medical expenses etc., if any, shall be in the bidder's scope
- 13. Over Run Compensation Clause no. 2.12 of Vol IC GCC Shall not be Applicable.**
- 14. PRICE VARIATION COMPENSATION Clause no. 2.17 of Vol-I-C-GCC :PVC shall not be applicable**

**15. Conflict of Interest among Bidders/ Agents:**

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

a) they have controlling partner (s) in common;

**or**

b) they receive or have received any direct or indirect subsidy/ financial stake from any of them;

**or**

c) they have the same legal representative/agent for purposes of this bid; **or**

d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder;

**or**

e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; **or**

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

1. The principal manufacturer directly or through one Indian agent on his behalf; **and**

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2. Indian/foreign agent on behalf of only one principal;

**or**

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

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

**16. Bidder to take note of the following clauses which have been revised**

- **General Conditions of Contract: Clause No. 1.9, 1.10, 2.7, 2.11, 2.13, 2.15, 2.19, 2.22, 2.24 & 2.27**
- **Special Conditions of Contract: Clause no. 4.2.1.7, 4.2.2.5, 5.14 & 6.1.11**

**2884**

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

**BHARAT HEAVY ELECTRICALS  
LIMITED**



## TECHNICAL CONDITIONS OF CONTRACT (TCC) CONTENTS

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3	Facilities in the scope of Contractor/BHEL (Scope Matrix)	Chapter-III
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11	Evaluation of Bids	Chapter-XI
12	Bill of Quantities and % Weightage of Individual Items	Chapter-XII

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-I: Project Information

Sl. No.	Description	Details
1	Project Title	2X800MW Lara Super Thermal Power Station,Stage-II
2	Customer	National Thermal Power Corporation Limited (NTPC Limited)
3	Location	The project is located in Raigarh district of Chhattisgarh State. The project is located south-east of Raigarh town near village Lara, bounded by villages Lara, Chhapora & Lohakhan and on the western side of Odisha State boundary.
4	Nearest Railway Station	The project site is approachable from NH-200 (Raigarh–Sarangarh) via Kondatarai through State PWD Road.
5	Nearest Airport	The nearest commercial airport, Raipur is about 250 kms from the project site.
6	Access By Road/Major Cities	The project site is approachable from NH-200 (Raigarh–Sarangarh) via Kondatarai through State PWD Road..
7	Temperature	Mean of daily minimum temperature = 13.2°C Mean of daily maximum temperature = 41.8°C
8	Wind Speed	Design wind speed is 39 m/sec (140.4km/hr) as per IS: 875 Part III

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



# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## CHAPTER-II: SCOPE OF WORKS AND TECHNICAL SPECIFICATIONS

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### 2. SCOPE OF WORK

#### 2.1 Scope of work

Office complex of following sizes

#### A.BHEL OFFICE:-

BHEL OFFICE:- 820 SQM (carpet area), excluding civil foundation works, civil foundation works in BHEL scope.

#### B. CUSTOMER OFFICE:-

NTPC OFFICE -100.00 SQM, excluding civil foundation works, civil foundation works in BHEL scope.

#### C. PARKING SHED:-

- 1) For 40 no.s two wheelers, including civil foundation works and paving.
- 2) For 14 no.s four wheelers (SUVs), including civil foundation works and paving.

**CLEAR HEIGHT:** Between FFL & Bottom of truss (if any)/ Structural Member (if any) – 3.0 M.

**COLUMN SPACING:** 3.0 M (RECOMMENDED) on longer C/c. However suitable spacing can be provided as per design.

Bidder to freeze layout drawing in consultation of BHEL after award of contract.

This specification covers Design, Manufacturing, Supply, Receipt at Site, Erection & Finishing works if any etc and Handing over to site Pre- fabricated OFFICE BUILDING using PLASTOCRETE PANELS including, Electricals, Furniture, Sanitary, water tank & its supporting structure, internal & external plumbing & sewage connections all complete. This also includes guarantee for 1 year of Operations for the design performance, materials supplied & erected by him covered under the scope of the contract.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## CHAPTER-II: SCOPE OF WORKS AND TECHNICAL SPECIFICATIONS

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Scope of the contract is splitted into two parts.

1. Supply
2. E&C.

### A) Supply Contract:

The work to be carried out under the scope of these specifications is broadly as under:

- a. Preparation of Design and detailed drawings including civil foundation drawings with vetting from NIT/IIT, bill of materials, material codification, obtaining approvals from BHEL. **Civil foundation with approval from NIT/IIT to be provided by the bidder, civil foundation works with bolts shall be carried out by BHEL based on these approved drawings.**
- b. **Supply of MAIN STRUCTURE&WALLS:** The Structural walls shall be made out of 25mmthick Plastocrete, concrete filled, Polymeric section filled with high density cellular concrete. The fixture will join together by tongue and groove method to ensure 100% leak proof. The Outer framing structure shall be fabricated with ISMC75x40x3mm MS "T" welded for securing Plastocrete panel with the span of 1m centre to centre. The above columns will be grouted to the exiting PCC flooring by means of expansion fasteners. Outer Doors shall be of molded FRP with necessary hinges, handle and pad locks. The aluminum windows with grills shall be of sliding type, covered with float glass of 4mm thick. The entrance will be provided with 2nos -portico should have a aesthetic look of size min 4m X 3m. The outer framing column will be covered with polymeric sleeve for protecting from weather and inner columns End will be covered similar polymeric sleeve matching with the interior complete
- c. **Supply of ROOF System:** Roof truss should be made up of anti corrosive painted 40mm square Tubular section designed to suit at roof structure with 0.47mm thick pre-coated profiled GI (ie. PPGI) roof sheet fixed with fasteners including gutters, rain water down pipes/spouts etc all complete.
- d. **Supply of FALSE CEILING System:** False ceiling shall be provided to entire office area including corridors etc excluding toilet block. Frame works made out of anti corrosive painted GI grid work with 250 x 6mm thick polymeric panels and these panels are joined together by tongue and groove using self tapping screws. Cutouts should be made where ever necessary for Fixing of electrical fittings.

**PARTITION:** Double side partition made up of anti corrosive painted 25 x 50mm MS and double side paneling with polymeric section of minimum 250x6 mm with an air gap of minimum 4 mm these panels are joined together by tongue and groove sing self tapping screws.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## CHAPTER-II: SCOPE OF WORKS AND TECHNICAL SPECIFICATIONS

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### MODULAR FURNISHINGS:

1. Providing 1-maestro type table for Site in-charge including fixed side return table, mobile pedestal,
2. Conference hall table of 50 people capacity
3. Modular Office type Cubicle including part cabins- 1200mm X 750mm with Necessary file storage racks, supporting pedestal, Keyboard tray, CPU trolley etc.
4. Chairs for senior executives
5. Chairs for executives
6. Chairs for visitors
7. Two single seater sofa
8. Cabinets as per schematic drawing etc all complete.

Annexure -\_\_\_ and Drawing layout may be referred for general furniture arrangement and quantities.

Quantities of furniture should be as per tentative layout (attached) and BOQ. BHEL reserves the right to increase or decrease as per final approved layout drawing.

### Supply of DOOR & WINDOWS:

Internal doors Polymeric with half paneled smog glass. All external doors with Solid core PVC panel door. All doors to be provided with suitable hydraulic door closures of approved make. Windows shall be provided with aluminum type with grill and sunshade. However suitable no-of Windows shall be provided for enough ventilation & natural light.

**AIR CONDITIONING:** Supply of Split Air-conditioner shall be provided with a minimum capacity of 1 Ton and above for every 100Sq.ft area with complete installation including ancillary works, testing and commissioning as per manufacturers guidelines and specification. Design may be considered with a combination of 1 Ton, 1.5 Ton & 2 Ton preferably.

**FLOORING:** Supply of Office flooring shall be of Vitrified floor tiles 600x600mm of (min 8mm thick) 1st quality conforming to IS:15622 of approved make in colours such as White, Ivory, Grey, Fume Red Brown, to be laid on 20mm thick cement mortar 1:4 (1 cement : 4 coarse sand) including pointing the joints with white cement and matching pigment etc all complete. Toilet and passage flooring shall be of antiskid ceramic tile of size 300x300mm of thickness (min- 6mm) to be placed as mentioned above.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## CHAPTER-II: SCOPE OF WORKS AND TECHNICAL SPECIFICATIONS

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**ELECTRICAL & NETWORKING SYSTEM:-** Providing all Electrical fitting and Network system as per approved drawing. Bidder to supply electrical items like Main switch with Earth leakage protection (30A TPN), suitable sockets/switch units for required A/C points, wires, conduit, tees, bends, clamps, JBs, 5amps socket, Modular Switch boards & points for computers & telephone for each table/desk, earthing wires, Lighting system shall be designed to meet minimum 300Lux of modular type suitable for False ceilings. Also, the bidder should take care of aesthetics and energy conservation. A detailed schematic with BOM (brands/makes) of the electrical fittings shall be submitted to BHEL for approval before execution.

Delivering Supply item to Lara project site as per specification, drawings and instructions of the Engineer.

### **B) E & C Contract:**

- a. Unloading, receipt, verifying, stacking, stock keeping, shifting, preservation & handling of supplied material using bidders own T & P and manpower at Lara Project Site.
- b. Civil work like Toilet, Plumbing, sanitation etc. required for building office.
- c. Construction of Lawn/Garden area.
- d. Pre- assembly, erection and installation of main structure on **existing civil foundations**, wall, Roof System, False ceiling, door window, partition, AC, Modular furniture, Electrical and Networking System etc including its alignment, bolting/ welding/ fastening, grouting, Commissioning as per approved Drawing /BHEL requirement etc. **Note:- Civil Foundation with Bolts in BHEL's scope**
- e. Installation of temporary structures (Scaffolding, Access ladders, Working Platforms etc.), Complete with all labour, electrodes and other consumables.
- f. Installation of all items required to complete office Building in totality.
- g. Material Re – conciliation and completion of facility include handing over of Pre – Engineered building as per specification, drawings and instructions of the Engineer.

### **TOILET:**

All toilets should have required towel rods, soap dispensers, glazed mirrors etc with Automatic flushing System including total required plumbing.

Nos of toilet and its constituent is given in tentative drawing and BOQ. Bidder to get clearance from Engineer in charge before installing toilet complex. BHEL decision will be final.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## CHAPTER-II: SCOPE OF WORKS AND TECHNICAL SPECIFICATIONS

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**WATER SUPPLY:** Two separate structures shall be provided with steel sections to support 2 nos 2000 litre water tanka at a minimum height of 4m. The structure shall be designed with steel as per standard IS specification to withstand the water tank load and wind load in full & the legs of structure shall be suitably anchored to the ground.

**SEWAGE CONNECTION:** Sanitary fitting along with sewage connections shall be provided up to septic tank and soakpit. All internal and external plumbing (from water tank to distribution system like toilet and pantry) shall be provided as per Engineer In Charge

**IMPORTANT NOTE:-**

1. Drawing and boq given in tender is indicative and tentative only. bidder to get approval of drawing and bbu after award of work.
2. Enclosed sample furniture pictures and tentative layouts may be referred, but they are tentative only. final layout and drawing shall be prepared by the bidder and get the approval from BHEL.

### 2.2 Works by others:

No work under the specification will be provided by any agency other than the contractor except **civil foundation works with bolts.**

### 2.3 Site Visits:

Bidder shall visit the site and ascertain the local conditions, entry and traffic restrictions, all obstructions in the area and also ascertain all site conditions and particularly the sub-soil conditions etc. together with all the statutory, obligatory, mandatory requirements of various authorities before submission of the bid. **The contractor shall carry out the survey and/or soil investigation to study the properties of soil/sub soil like strength to withstand the weight of structure during all weather conditions without sinking of foundation.** If any of such defects like cracks, sinking of foundation etc. occur after completion of work till the performance guarantee period, it shall be rectified by contractor free of cost including the supply of materials required. No claim shall be entertained on this account under any circumstances from the contractor.

### 2.4 Preamble for the schedule of quantities/BOQ:

- i) The work shall be carried out as per construction drawings, specifications and 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.

## TECHNICAL CONDITIONS OF CONTRACT (TCC)

### CHAPTER-II: SCOPE OF WORKS AND TECHNICAL SPECIFICATIONS

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- ii) Items of work provided in this schedule but not covered in the specifications shall be executed strictly as per instructions of the Engineer.
- iii) 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.
- iv) The quantities of the various items mentioned in the schedule are approximate and may vary up to any extent or be deleted altogether. Contractor has to obtain prior approval of BHEL before procurement of bought out items/ building materials.
- v) Engineer 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.
- vi) 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 Procurement and Testing of Materials by Contractor:**

Material required for the entire job like cement, sand, aggregates, steel, windows, doors, ventilators, sanitary fixtures, painting & finishing material, electrical fittings and wiring material and all other material required for the completion of entire scope have to be arranged by the contractor. BHEL reserves the right to reject any material not found satisfactory. Rates 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 representative.

#### **2.6 General**

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

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



## TECHNICAL CONDITIONS OF CONTRACT (TCC)

### CHAPTER-II: SCOPE OF WORKS AND TECHNICAL SPECIFICATIONS

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

#### **2.7 Other Related Activities: -**

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

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

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

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

#### **Note:**

- 1** Heavy equipment will be tracked with real-time position location for fleet management. Deployment vs planned reports shall be generated. Equipment Condition monitoring data like Service Meter Reading, Operation maps, Loading, fuel levels, operating information, idle time etc. shall be captured. This data shall be captured through Integrated Online Project Monitoring system. All T&P equipment deployed by contractor will be covered/ monitored through this system. Minimum 5 signals per equipment should be made available to provide the input to Integrated Online Project Monitoring system. Necessary software/ hardware for aforesaid system shall be provided by BHEL.

## TECHNICAL CONDITIONS OF CONTRACT (TCC)

### CHAPTER-II: SCOPE OF WORKS AND TECHNICAL SPECIFICATIONS

- 2 All manpower hired/deployed by Contractor for this project shall be monitored through Integrated Online Project Monitoring system by BLE beacons & LoRa backhaul. Every personnel entering in to NTPC site premises for carry out any work shall be tracked. [Separate tagging for visitors]. Geo-fencing /BLE beacon based zoning of the erection area shall be done to track workforce deployment and safety purposes. Work force monitoring Dash board (planned vs actual deployment) shall be made available. BLE beacons & LoRa backhaul shall be provided by BHEL on chargeable basis to contractor. BHEL will provide Tags free of cost for maximum 300 workers, additional tags as required shall be provided by BHEL on chargeable basis @ Rs. 1000/- per tag. In case of damage or missing of issued worker tag, Rs. 1000/- per tag will be charged for issuing new worker tag.
- 3 Medical/First aid center/medicine purchased for emergency/Doctor purpose along with ambulance services with fuel and operator (round the clock) shall be arranged by BHEL for handling medical emergencies. Cost against these facilities shall be distributed / shared among the vendors working in Lara Project site proportionately based on contract value.

**Bidders are requested to specifically note the following:**

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

Sh PRATISH GEE VARGHESE PSWR Nagpur Email: <a href="mailto:pgv@bhel.in">pgv@bhel.in</a> Ph. No: + 91 9730644485	Sh. MOHD SHOAIB MANSOORI PSWR Nagpur Email: <a href="mailto:msmciv@bhel.in">msmciv@bhel.in</a> Ph. No: +91-9099073910
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2.13 Labour and Staff Colony: The following are in the Bidder's scope of work for labour & staff colony:

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



**TECHNICAL CONDITIONS OF CONTRACT (TCC)**  
**CHAPTER-II: SCOPE OF WORKS AND TECHNICAL SPECIFICATIONS**

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**2.14 Construction Power: Bidder has to arrange the Construction Power and further distribution**

**2.15 Construction water: Bidder has to arrange the Construction Water at his own cost.**

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-III: Facilities in the scope of Contractor/BHEL (Scope Matrix)

Sl. No.	Description <b>PART I</b>	Scope / to be taken care by		Remarks
		BHEL	Bidder	
3.1	<b>ESTABLISHMENT</b>			
3.1.1	<b>For construction purpose</b>			
a	Open space for office (as per availability)	Yes		Location will be finalized after joint survey with owner
b	Open space for storage (as per availability)	Yes		Location will be finalized after joint survey with owner
c	Construction of bidder's office, canteen and storage building including supply of materials and other services		Yes	
d	Bidder's all office 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	<b>For living purpose</b>			
a	Open space for labour colony (as per availability)		Yes	Contractor has to make his own arrangements for space, shelter and transportation of labors as per their requirement.
b	Labour Colony with internal roads, sanitation, complying with statutory requirements		Yes	
3.2	<b>ELECTRICITY</b>			
3.2.1	<b>Electricity for construction purposes 3 Phase 415/440 V</b>			<b>Contractor has to make his own arrangement.</b>
a	Single point source of 440 V		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	

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-III: Facilities in the scope of Contractor/BHEL (Scope Matrix)

Sl. No.	Description	Scope / to be taken care by		Remarks
		BHEL	Bidder	
3.2.2	<b>Electricity for the office, stores, canteen etc. of the bidder (to be specified whether chargeable or free)</b>			<b>Contractor has to make his own arrangement.</b>
a	Single point source		Yes	
b	Further distribution including all materials, Energy Meter, Protection devices and its service		Yes	
c	Duties and deposits including statutory clearances if applicable		Yes	
3.2.3	<b>Electricity for living accommodation of the bidder's staff, engineers, supervisors etc</b>		Yes	<b>Contractor has to make his own arrangement.</b>
a	Single point source		Yes	
b	Further distribution including all materials, Energy Meter, Protection devices and its service		Yes	
c	Duties and deposits including statutory clearances if applicable		Yes	
3.3	<b>WATER SUPPLY</b>			
3.3.1	<b>For construction purposes (to be specified whether chargeable or free)</b>			<b>Contractor has to make his own arrangement.</b>
a	Making the water available at single point		Yes	
b	Further distribution as per the requirement of work including supply of materials and execution		Yes	
3.3.2	<b>Water supply for bidder's office, stores, canteen etc</b>			<b>Contractor has to make his own arrangement.</b>
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	<b>Water supply for Living Purpose</b>			<b>Contractor has to make his own arrangement.</b>
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	

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-III: Facilities in the scope of Contractor/BHEL (Scope Matrix)

Sl. No.	Description <b>PART I</b>	Scope / to be taken care by		Remarks
		BHEL	Bidder	
3.4	<b>LIGHTING</b>			Contractor has to make his own arrangement.
a	For construction work (supply of all the necessary materials) 1. At office/storage area 2. At the preassembly area 3. At the construction site /area		Yes	
b	For construction work (execution of the lighting work/ arrangements) 1. At office/storage area 2. At the preassembly area 3 At the construction site /area		Yes	
c	Providing the necessary consumables like bulbs, switches, etc during the course of project work		Yes	
d	Lighting for the living purposes of the bidder at the colony / quarters		Yes	
3.5	<b>COMMUNICATION FACILITIES FOR SITE OPERATIONS OF THE BIDDER</b>			Contractor has to make his own arrangement.
a	Telephone, fax, internet, intranet, e-mail etc.		Yes	
3.6	<b>COMPRESSED AIR (wherever required for the work)</b>		Yes	Contractor has to make his own arrangement.
3.7	<b>DEMOBILIZATION OF ALL THE ABOVE FACILITIES</b>		Yes	Contractor has to make his own arrangement.
3.8	<b>TRANSPORTATION</b>			Contractor has to make his own arrangement.
a	For site personnel of the bidder		Yes	
b	For bidder's equipments and consumables (T&P, Consumables etc)		Yes	

Sl. No.	Description <b>PART II</b>	Scope / to be taken care by		Remarks
		BHEL	Bidder	
3.9	<b>ERECTION FACILITIES</b>			
3.9.1	<b>Engineering works for construction</b>			Not Applicable
a	Providing the erection/constructions drawings for all the equipment covered under this scope		Yes	

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-III: Facilities in the scope of Contractor/BHEL (Scope Matrix)

Sl. No.	Description	Scope / to be taken care by		Remarks
		BHEL	Bidder	
3.9	<b>PART II</b> <b>ERECTION FACILITIES</b>			
b	Drawings for construction methods		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	In consultation with BHEL
g	Weekly erection schedules based on Sl. No. e		Yes	In consultation with BHEL
h	Daily erection / work plan based on Sl. No. g		Yes	In consultation with BHEL
i	Periodic visit of the senior official of the bidder to site to review the progress so that works are completed as per schedule.		Yes	
j	Preparation of preassembly bay		Yes	
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		Yes	

**TECHNICAL CONDITIONS OF CONTRACT (TCC)**  
**CHAPTER-IV: T&PS AND MMES TO BE DEPLOYED BY CONTRACTOR**

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**4. TOOL & PLANTS:**

**Nos. of T&Ps to be deployed at site shall be decided based on site requirement.**

**Below given nos. are tentative for planning purposes by the bidder.**

<b>Sl. No.</b>	<b>Description of T&amp;P</b>	<b>Quantity</b>
1.	Hydralulic Crane 6MT (not older than 15 years of age)	As per requirement
2.	Welding Machine(s)	As per requirement
3.	Leveling instrument with calibration certificate	As per requirement
4.	Total Station with calibration certificate	As per requirement
5.	DG set of required capacity	As per requirement

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

To be finalized as per site requirement.

**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. In the event of non-mobilization of any T&P by the successful bidder and as a result progress of work suffered, BHEL reserves the right to deduct suitable amount from the dues of the bidder, with assigning reasons thereof.

## TECHNICAL CONDITIONS OF CONTRACT (TCC)

### Chapter-V: T&Ps AND MME TO BE DEPLOYED BY BHEL ON SHARING BASIS

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

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-V: T&Ps AND MME TO BE DEPLOYED BY BHEL ON SHARING BASIS

### 6 TIME SCHEDULE & MOBILIZATION

After issue of LOI (though Fax/courier/email) the contractor shall report to the Construction Manager/Site In-Charge of BHEL at site within seven (07) days from date of LOI and submit detailed mobilization plan to start work within 15 days from date of LOI; unless instructed by BHEL to differ start of work in writing.

The contractor has to subsequently augment his resources in such a manner that the entire works are completed within the contract period of 05 (Five) Months from the date of start of work in a manner required by BHEL to match with the project schedule.

Start of work shall be considered as 15 days after date of LOI or as instructed by BHEL in writing. The contractor has to subsequently augment his resources in such a manner that the entire works are completed within the contract period of **05 (Five month)** in a manner required by BHEL to match with the following schedule:

Sl No	Description	Time Schedule
1	Preparation of Layout, structural and foundation drawings with approval/vetting from NIT/IIT and submission to BHEL	1 <sup>st</sup> Month
2	Supply of all structural Material :- Steel Structure, Plastocrete Wall panels, Partition Wall Panels, False Ceiling, Tiles, Doors and Windows	3 <sup>rd</sup> Month
3	Erection of office building with walls, false ceiling, tiles Doors and Windows	4 <sup>th</sup> Month
4	Supply and Installation of Furniture, A/c, Electrical Fixtures, Networking Fixtures Installation of Furniture, Electrical and Networking with A/c and Plumbing all complete including parking shed and Handover to BHEL in ready to use condition.	5 <sup>th</sup> Month



# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## CHAPTER-VI: TIME SCHEDULE

- The above schedule is only tentative. The above schedule shall be advanced, if there are requirements to advance the project schedule and the civil works in the scope of the contractor is to be advanced to meet the project requirement. No extra payment whatsoever shall be paid on this account.
- In order to meet above schedule in general, and any other intermediate targets set, to meet customer/project schedule requirements, contractor shall arrange & augment all necessary resources from time to time on the instructions of BHEL.

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

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

Milestones	Activity	Schedule of completion from start of work
M1	Supply of all structural Material :- Steel Structure, Plastocrete Wall panels, Partition Wall Panels, False Ceiling, Tiles, Doors and Windows	3 <sup>rd</sup> Month
M2	Erection of office building with walls, false ceiling, tiles Doors and Windows	4 <sup>th</sup> Month

- Note: Refer clause no 8 of NIT “Annexure-12” regarding modalities against provision of penalty in case of slippage of Intermediate Milestones.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-VII: TERMS OF PAYMENT

### 7.0 TERMS OF PAYMENT

The progressive payment for Supply and Installation on accepted price of contract value will be released as per the break up given hereinafter:

#### Broad Billing breakup of terms of payment

S. No.	Description	Broad Break up
1	Design – Submission of approved drawings	1.00%
2	Supply of fabricated structures, Wall Panels, Roof Sheeting, Tiles, Door-Windows and False Ceiling	30.00%
3	Erection of Office with Walls, Flooring, False Ceiling and Tiles	20.00%
4	Supply of Furniture, Electrical Items, Networking Items and Air Conditioners	25.00%
5	Erection, Installation and Commissioning with plumbing and sanitation complete.	18.00%
6	Civil, Supply and Erection of Parking Shed	6.00%

**Payment shall be made based on detailed billing breakup (for all items required for completion of scope of work), submitted by contractor and approved by BHEL Site In-charge.**

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

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

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

Few points of consideration are as below:

- 7.1.1 The measurements sheets of work done in a month shall be submitted in triplicate duly agreed/signed by BHEL Engineer. The contractor shall extend all necessary assistance for verification of measurements of works without any extra cost.
- 7.1.2 The RA bill payments are interim payments and bills shall be submitted in prescribed formats.
- 7.1.3 BHEL will release payment through **Electronic Fund Transfer (EFT)/RTGS.**

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-VII: TERMS OF PAYMENT

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- 7.1.4 Final bill shall be submitted after completion of works and upon material reconciliation along with all prescribed formats.
- 7.2 The Bill will be paid at BHEL's Site office, 2X800 MW NTPC Lara Chattishgarh where the PEB Office Buidling will be erected.
- 7.3 Extra/Additional Items of Work: - The works shall be regulated as per clause no 2.15 and clause no 2.16 of General Conditions of Contract.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-VIII : Taxes and Duties

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

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

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-VIII : Taxes and Duties

---

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

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

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

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

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

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

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

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-VIII : Taxes and Duties

extent of goods and service tax will be retained till BHEL avails the credit of GST. Further, transporter shall issue tax invoice which inter alia includes gross weight of the consignment, name of the consigner and the consignee, registration number of vehicle in which the goods are transported, details of goods transported, details of place of origin and destination, GSTIN of the person liable for paying tax whether as consigner, consignee or goods transport agency, and also containing other information as mentioned under rule 46.

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

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

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

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

### **ANNEXURE-1**

#### **State wise GSTIN no.s of BHEL**

<b>Sl. No</b>	<b>Projects under state</b>	<b>GSTIN</b>
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# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-VIII : Taxes and Duties

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

### **ANNEXURE-2**

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

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

1. It shall be the sole responsibility of the contractor as employer to ensure compliance of all the statutory obligations under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.
2. It shall be sole responsibility of the contractor engaging Building Workers in connection with the building or other construction works in the capacity of employer to apply and obtain registration certificate specifying the scope of work under the relevant provisions of the Building and Other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 from the appropriate Authorities.
3. It shall be responsibility of the contractor to furnish a copy of such Registration Certificate within a period of one month from the date of commencement of Work.
4. It is responsibility of the contractor to register under the Building and other Construction Workers' Welfare Cess Act, 1996 and deposit the required Cess for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 at such rate as the Central Government may , by notification in the Official Gazette, from time to time specify. However, before registering and deposit of Cess under the Building and other Construction Workers' Welfare Cess Act, 1996, the contractor will seek written prior approval from the Construction Manager.
5. It shall be sole responsibility of the contractor as employer to get registered every Building Worker, who is between the age of 18 to 60 years of age and who has been engaged in any



## TECHNICAL CONDITIONS OF CONTRACT (TCC)

### Chapter-VIII : Taxes and Duties

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building or other construction work for not less than ninety days during the preceding twelve months as Beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996.

6. It shall be sole responsibility of the contractor as employer to maintain all the registers, records, notices and submit returns under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.
7. It shall be sole responsibility of the contractor as employer to provide notice of poisoning or occupation notifiable diseases, to report of accident and dangerous occurrences to the concerned authorities under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the rules made thereunder and to make payment of all statutory payments & compensation under the Employees' Compensation Act, 1923.
8. It shall be the responsibility of the sub-contractor as employer to make payment/deposit of applicable cess amount on the extent of work involving building or construction workers engaged by the sub-contractor within a period of one month from the receipt of payment. It shall also be 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



## TECHNICAL CONDITIONS OF CONTRACT (TCC)

### Chapter-VIII : Taxes and Duties

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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.

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: Annexure E

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**Annexure E with drawings has been attached**

**Note:-**

- 1. Mess Building and Common Toilet Block which are brickwork building are excluded from bidder' scope.**
- 2. Photos of Sample Furniture**
- 3. Dimesions in layout drawing are in metres**

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## CHAPTER-X: General

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

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-XI : Evaluation of Bids

### **Evaluation of Bid** **Instructions to the bidders**

1. **Bidders to quote Lump-sum Price (Part A) in Rupees in VOL-II-Price-Bid-2284 at BHEL E-procurement Portal.** Any other entry elsewhere in the offer of the bidder shall be treated as Null and Void.
2. For Part B: In order to optimize the design of Pre-Fab Office building and foundation, Bidder has to submit RCC quantities pertaining to civil foundation of Pre-Fab Office building shed. RCC quantities provided by bidder shall be multiplied by the notional rate of Rs. 20,000/- to arrive 'Civil cost'.
3. **Evaluation of tender shall be done on the basis of Total Cost quoted by bidder for the subject package (Part A) + Civil cost (Part B), as arrived from the formula mentioned above.** The total cost shall be calculated based on the Submission of Part A and Part B.

S No	Description	UOM	Quantity	Rate (In Rs.)	Amount (in Rs.)
1	Part A Price for Entire scope of work	Lumpsum	-	-	
2	Part B – RCC	Cum		20,000	
	<b><u>Total Cost of Part A &amp; Part B</u></b>				

4. **Offer evaluation (L-1, L-2 status) of the bidders shall be done based on the Total Cost of Part A & Part B.**
5. Final awarded price shall be based on Total Price of **Part A** only.
6. Bidder shall not be entitled for any compensation in case of reduction or increase in RCC quantities provided by bidder at the time of tendering

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-XII : BILL OF QUANTITIES AND % WEIGHTAGE OF INDIVIDUAL ITEMS

S.No	Description	UOM	Quantity	Weightage
2	Design of Steel Structure, fabrication and erection of office super structure including supply of steel, plastocrete wall panels, partition panels, roof sheeting, false ceiling, door-windows, ventilators, tiles on PCC/soling base, plumbing, sanitation-sewage network, water tanks and its structure, plinth protection and parking tiles in verandah.			
2.1	820 SQM BHEL Office	SQM	820	44.0455361800
2.2	100 SQM NTPC Office	SQM	100	5.1377716500
3	Parking Sheds with civil works and steel structure, including design, drawing, supply and erection complete (40 no.s two wheelers+ 14 no.s Four Wheelers)	Lump sum	1	5.8498456500
4	Furniture Supply and Installation			-
4.1	GMs Desk set	No.s	1	0.2213636200
4.2	HOD Desk set	No.s	12	1.9440837000
4.3	Executive Chair -Special	No.s	4	0.3274501900
4.4	Executive Chair -HODs	No.s	9	0.5378812000
4.5	Executive Chair -Work Station	No.s	100	3.1732385000
4.6	Visitor's Chair	No.s	72	1.7847306900
4.7	Conference Table 7.0m X 3.0 M	No.s	1	0.7203189000
4.8	Open Book/File Shelf	No.s	50	3.3894429700
4.9	Metal-Glass Cupboard	No.s	20	1.6768444200
4.10	Other Desks (Plain Tables with Drawers)	No.s	4	0.2332992600
4.11	Any other left out item (as per design drawing of bidder)	No.s	1	8.6274317500
5	150 metre 300mmx300mm RCC peripheral storm water drain	RMT	150	1.7842267800
6	All electrical and networking works	Lumpsum	1	10.0839371800
7	Air Conditioner's supply and installtion			-
7.1	2 Tons Split A/c	No.s	34	6.4534994200
7.1	1.5 Tons Split C/s	No.s	7	1.0353818400
8	Any miscellaneosu works required for completion of office on ready to use basis as per detailing by supplier bassed on their own design.	Lumpsum	1	2.9737160900

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-XII : BILL OF QUANTITIES AND % WEIGHTAGE OF INDIVIDUAL ITEMS

### Instructions to the bidders

1. **Bidders to quote Lump-sum Price (Part A) in Rupees in VOL-II-Price-Bid at BHEL E-procurement Portal.** Any other entry elsewhere in the offer of the bidder shall be treated as Null and Void.
2. For Part B: In order to optimize the design of Pre-Fab Office Building and foundation, Bidder has to submit RCC quantities pertaining to civil foundation of Pre-Fab Office Building. RCC quantities provided by bidder shall be multiplied by the notional rate of Rs. 20,000/- to arrive 'Civil cost'.
3. **Evaluation of tender shall be done on the basis of Total Cost quoted by bidder for the subject package (Part A) + Civil cost (Part B), as arrived from the formula mentioned above.** The total cost shall be calculated based on the Submission of Part A and Part B.

S No	Description	UOM	Quantity	Rate (In Rs.)	Amount (in Rs.)
1	Part A Price for Entire scope of work (BOQ and Weighatges given above)	Lumpsum	-	-	
2	Part B – RCC	Cum		20,000	
<b>Total Cost of Part A &amp; Part B</b>					

4. **Offer evaluation (L-1, L-2 status) of the bidders shall be done based on the Total Cost of Part A & Part B.**
5. **Final awarded price shall be Total Price of Part A only.**
7. No upward variation shall be considered in the RCC quantities provided by bidder. In case, the actual RCC quantities, arrived from civil drawing provided by bidder and approved by BHEL/Customer, goes beyond the RCC quantities submitted by bidder, the cost pertaining to excess quantities shall be deducted from Bidder at the Rate of Rs. 21,000/- (Rs. 20,000/- + 5% overhead).

S No	Description	UOM	Quantity mentioned during bidding	Quantity mentioned in the Civil Drawing	Differential Quantity	Penal Rate (in Rs.)	Amount (in Rs.)
			a	b	c= b - a	d	e=d x c
1	Part B – RCC	Cum				21,000	

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-XII : BILL OF QUANTITIES AND % WEIGHTAGE OF INDIVIDUAL ITEMS

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8. Bidder shall not be entitled for any compensation in case of reduction in RCC quantities provided by bidder at the time of tendering.
9. This **Quoted** Lump-sum Price for Part A shall be distributed based on the BHEL fixed percentage weightages w.r.t the total Total Lump-sum Price quoted by the bidder for Part A.
10. BHEL has pre-fixed the Weightage/Factor as detailed above in this chapter for deriving the Unit Rates. By multiplying BHEL pre-fixed the Weightages / Factor and the Part A Quoted price; amount for individual items shall be calculated which shall be rounded off to two decimal places.
11. Unit rate of individual items shall be derived by dividing the amount arrived in sl. No. 10 above, by Qty of respective item. Unit Rate/Item Rate thus arrived shall be rounded off to two decimal places.
- 12. Grand Total amount (for Part A) for the work shall be derived by BHEL by summing up respective total amounts.**
- 13. Bidders to note that this is an item rate contract. Payment shall be made for the actual quantities of work executed at the unit rate arrived at as per Sl No.11 above. Bidder may refer chapter 7.0 "Terms of Payment" of TCC above**
14. For the convenience of bidders, BHEL has issued an excel sheet with all the requisite formulae as described above. ***However the referred excel sheet shall not form part of contract document. Further, this sheet should not be uploaded at the e-Portal.***