

E-TENDER SPECIFICATION

E-Tender Specification Number

BHE/PW/PUR/LARA-ESPU1/3019

FOR

Installation & commissioning of ESP field 1C11 internals for Unit-1, 800MW NTPC Lara (Chhattisgarh)

VOLUME I – TECHNICAL BID

THIS TENDER SPECIFICATION CONSISTS OF:

Notice Inviting Tender	
Volume-IA	Technical Conditions of Contract
Volume-IB	Special conditions of Contract
Volume-IC	General conditions of Contract
Volume-ID	Forms & Procedures
Volume-IE	Additional Documents
Volume-II	Price Bid



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

CONTENTS		
Volume No	Description	Hosted in website ww.bhel.com (Briefly) and detailed in BHEL e-Procurement Portal as files titled
NIL	Tender Specification Issue Details	(Part of <u>Vol-I-A-3019</u>)
NIL	Notice Inviting Tender	(Part of <u>Vol-I-A-3019</u>)
I-A	Technical Conditions of Contract	Vol-I-A-3019
I-B	Special Conditions of Contract	(Part of Vol-I-BCD-3019)
I-C	General Conditions of Contract	(Part of Vol-I-BCD-3019)
I-D	Forms & Procedures	(Part of Vol-I-BCD-3019)
I-E	Technical Specifications	Vol-I-E-3019
II	Price Bid Specification as specified in E-Procurement Portal	Volume-II-PRICE-BID-3019

E-TENDER SPECIFICATION

E-Tender Specification Number
BHE/PW/PUR/LARA-ESPU1/3019

FOR

Installation & commissioning of ESP field 1C11 internals for Unit-1, 800MW NTPC Lara (Chhattisgarh)

EARNEST MONEY DEPOSIT: Refer Notice Inviting Tender

LAST DATE FOR Refer Notice Inviting Tender
TENDER SUBMISSION

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

M/s.

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PLEASE NOTE:
THESE TENDER SPECS DOCUMENTS ARE NOT TRANSFERABLE.

For Bharat Heavy Electricals Limited

GM (Purchase)

Place: Nagpur

Date:

3019

NOTICE INVITING TENDER

Bharat Heavy Electricals Limited



BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/LARA-ESPU1/3019

Page 5 of 76

Date: 27-08-2024

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

To,

Dear Sir/Madam,

Sub : NOTICE INVITING E-TENDER

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

1.0 Salient Features of NIT

S No.	ISSUE	DESCRIPTION	
i	TENDER NUMBER	BHE/PW/PUR/LARA-ESPU1/3019	
ii	Broad Scope of job	Installation & commissioning of ESP field 1C11 internals for Unit-1, 800MW NTPC Lara (Chhattisgarh)	
iii	DETAILS OF TENDER DOCUMENT		
A	Volume-IA	Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc.	Applicable
B	Volume-IB	Special Conditions of Contract (SCC)	Applicable
C	Volume-IC	General Conditions of Contract (GCC)	Applicable
D	Volume-ID	Forms and Procedures	Applicable
E	Volume-IE	Technical Specification	Applicable
F	Volume-II	Price Schedule (Absolute value).	Applicable
iv	Issue of Tender Documents	<p>Tender documents will be available for downloading from BHEL website (www.bhel.com) or e-procurement portal (https://eprocurebhel.co.in) as per schedule below:</p> <p>Start: 27/08/2024, Time :17:00 Hrs Closes: 02/09/2024, Time : 13:00 Hrs</p> <p>Brief information of the tenders shall also be available at central public procurement portal. (https://eprocure.gov.in/epublish/app)</p>	Applicable
v	DUE DATE & TIME OF OFFER SUBMISSION	<p>Date: 02/09/2024, Time : 13:00 Hrs</p> <p>The bidder should submit their offer online only in e-Procurement portal at https://eprocurebhel.co.in</p>	Applicable

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

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/LARA-ESPU1/3019

Page 6 of 76

S No.	ISSUE	DESCRIPTION	
		<u>Bidders are requested to upload their offer well in advance in order to avoid last minute congestion at this website.</u> Hard copy bid or bids through E-mail / fax shall not be accepted.	
vi	OPENING OF TENDER (Techno-Commercial Bid)	Date: 02/09/2024, Time : 17:00 Hrs 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	EMD AMOUNT	NIL 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	Applicable
viii	COST OF TENDER	NIL	Not Applicable
ix	LAST DATE FOR SEEKING CLARIFICATION	One day before due date of offer submission. Along with soft version also, addressing to undersigned & to others as per contact address given below: 1) Name: Varun Vaidya Designation: Manager Deptt: Purchase Email : vvaidya@bhel.in Mobile-9792334127 2) Mr. Vivekanand Jha Designation: Manager Deptt: Purchase Email: vivekjha@bhel.in Mob: 9429198214 3) Name: P. K. BISWAS Designation: GM Deptt: Purchase Email : pkbiswas@bhel.in Address: Floor no. 5 & 6,Shree Mohini Complex, 345 Kingsway, Nagpur-440001	Applicable
x	SCHEDULE OF Pre Bid Discussion (PBD)	-----	Not Applicable

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/LARA-ESPU1/3019

Page 7 of 76

S No.	ISSUE	DESCRIPTION	
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	1) Shri Otem Dai, IAS (Retd.) 2) Shri Bishwamitra Pandey, IRAS (Retd.) 3) Shri Mukesh Mittal, IRS (Retd.)	Not Applicable
xii	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com -->Tender Notifications →View Corrigendum), Central Public Procurement portal (https://eprocure.gov.in/epublish/app) & on e-tender portal https://eprocurebhel.co.in and not in the newspapers. Bidders to keep themselves updated with all such information.	

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

3.0 Not Used

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

For Electronic Fund Transfer the details are as below:-

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

(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.

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5.0 **Procedure for Submission of Tenders:**

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/LARA-ESPU1/3019

Page 8 of 76

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).

The Requirement:

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

BHEL has finalized the e-procurement service Provider:-

BHEL has finalized the e-procurement service Provider:-

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

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

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

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/LARA-ESPU1/3019

Page 9 of 76

0120-4001 002

0120-4200 462

0120-4001 005

0120-6277 787

1. Peter Raj, NIC, Ph: 9942069052

Email Support: support-eproc@nic.in

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

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

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

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

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

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

Sl.no.	Description	Remarks
	Part-I A	
	ENVELOPE – I superscribed as: PART I (TECHNO COMMERCIAL BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING:-	
i. —	Covering letter / Offer forwarding letter of Tenderer.	
ii. —	Duly filled in 'No Deviation Certificate' as per prescribed format to be placed after document under sl no (i) above. Note: a. — In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be placed after document under sl no (i) above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained. b. — BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding. i). — In case of acceptance of the deviations, appropriate loading shall be done by BHEL ii). — In case of unacceptable deviations, BHEL reserves the right to reject the tender	
iii. —	Supporting documents/ annexure/ schedules/ drawing etc. as required in line with Pre-Qualification criteria.	

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/LARA-ESPU1/3019

Page 10 of 76

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

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

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

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

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/LARA-ESPU1/3019

Page 11 of 76

	<ul style="list-style-type: none"> ○ Envelopes II ○ Envelopes III 	
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- **SPECIAL NOTE: All documents/ annexures to be submitted should be uploaded in respective places in the E-Tender portal as per the list mentioned given in this NIT. BHEL shall not be responsible for any in-complete documents.**

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

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

9.0 PERFORMANCE OF BIDDERS:

- 'Monthly Performance' of the bidder for all the package covered under the tendered scope-shall be captured for the packages Under execution'. (refer Table-1)
- The monthly performance rating, 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).
- **Explanatory note:**
 - Identified Packages (Unit wise) **Table-1**

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

- '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

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/LARA-ESPU1/3019

Page 12 of 76

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.

- 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.
- 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 27th 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.
- Project on Hold due to reasons not attributable to bidder -
 - **Short hold:** Evaluation shall not be applicable for this period.
 - **Long hold:** Short hold for continuous six months and beyond or hold on account of Force Majeure shall be considered as Long Hold. Evaluation shall not be considered for this period.
- 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/

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/LARA-ESPU1/3019

Page 13 of 76

other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer, else BHEL's interpretation shall prevail.

- 14.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
- 15.0 Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), **if applicable**, along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. **The names and other details of Independent External Monitor (IEM) for the subject tender is as given at point (1) above.**

"Integrity Pact (IP)"

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

Sl. No.	IEM	Email
1.	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in
2.	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in
3.	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in

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

Note:

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

Details of contact person(s):

Name:	GM (Purchase)	Varun Vaidya/Manager (Purchase)
Dept:	Purchase Department	
Address:	Floor No. 5 & 6, Shreemohini Complex, 345 Kingsway, Nagpur-440001	
Email:	pkbiswas@bhel.in	vvaidya@bhel.in
Phone:	0712-2858633	9792334127

- 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.

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/LARA-ESPU1/3019

Page 14 of 76

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

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

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

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

Note:-

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

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

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

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

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

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

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

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

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

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/LARA-ESPU1/3019

Page 15 of 76

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

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/LARA-ESPU1/3019

Page 16 of 76

- 25.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 26.0 The consultant / firm (and any of its affiliates) shall not be eligible to participate in tender(s) for the related works or services for the same project, if they were engaged for the consultancy services.
- 27.0 Guidelines/rules in respect of Suspension of Business dealings, Vendor evaluation format, Quality, Safety & HSE guidelines, Experience Certificate, etc. may undergo change from time to time and the latest one shall be followed. The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' is available on www.bhel.com on "**supplier registration page**".
- 28.0 The offers of the bidders who are on the banned/ hold list and also the offer of the bidders, who engage the services of the banned/ hold firms, shall be rejected. The list of **banned/ hold firms** is available on BHEL web site www.bhel.com.
- 28.1 Integrity commitment, performance of the contract and punitive action thereof:
- 28.1.1 **Commitment by BHEL:**
BHEL commits to take all measures necessary to prevent corruption in connection with the tender Process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.
- 28.1.2 **Commitment by Bidder/ Supplier/ Contractor:**
- (i) The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.
 - (ii) The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.
 - (iii) The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

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

29.0 Micro and Small Enterprises (MSE)

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

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

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

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/LARA-ESPU1/3019

Page 17 of 76

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

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

31.0 PREFERENCE TO MAKE IN INDIA:

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

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

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

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/LARA-ESPU1/3019

Page 18 of 76

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

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

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

Note:

- (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.

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/LARA-ESPU1/3019

Page 19 of 76

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

35.0 Order of Precedence:

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

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

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

For BHARAT HEAVY ELECTRICALS LTD

(General Manager - Purchase)

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.
- 13.0 Annexure-13- Bid Security Declaration

**BHEL PSWR
Notice Inviting Tender**

E-Tender Spec No: BHE/PW/PUR/LARA-ESPU1/3019

Page 20 of 76

ANNEXURE-1

PRE QUALIFYING CRITERIA

E-Tender Spec No: BHE/PW/PUR/LARA-ESPU1/3019			
JOB	Installation & commissioning of ESP field 1C11 internals for Unit-1, NTPC Lara		
S No	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Applicability	
A	Submission of Integrity Pact duly signed (if applicable) (Note: To be submitted by Prime Bidder & Consortium /Technical Tie up partner jointly in case Consortium bidding is permitted, otherwise by the sole bidder)	Not Applicable	
B	<u>B) Technical PQR</u> B.1: Not Applicable B.2: Bidder shall essentially meet the Qualifying Requirements (i.e. B.2.1 OR B.2.2 OR B.2.3) as under, in last seven years from latest date of bid submission: B.2.1) Bidder must have executed Erection & Commissioning (E & C) of at least One Boiler, (Consisting of Structure and Pressure part (of the same unit as standalone Bidder)) or ESP, of 200 MW or higher rating OR B.2.2) The bidder should have executed Renovation & Modernization (R&M) of at least one unit, of complete Boiler / ESP, of 200 MW or higher rating OR B.2.3) The bidder should have executed E&C/ Internal replacement of minimum one field of 200 MW or above capacity of Electro Static Precipitator ----- Note: 1. Job of Annual Overhauling and Capital Overhauling shall not be considered for the experience of R&M job	Applicable	
C-1	Financial TURNOVER Bidders must have achieved an average annual financial turnover (audited) of ₹8.1 Lakhs or more over last three Financial Years (FY) i.e. '2020-21, 2021-22 & 2022-23' .	Applicable	
C-2	<u>NETWORTH</u> (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	

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BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/LARA-ESPU1/3019

Page 21 of 76

C-3	PROFIT Bidder must have earned profit in any one of the five Financial Years as applicable in the last five Financial Years (i.e. 2018-2019, 2019-2020, 2020-2021, 2021-2022 & 2022-2023). Bidders to submit audited balance sheets and profit & loss statements for the years as supporting documents..	Applicable	
C-4	Bidder must not be under Insolvency Resolution Process or Liquidation or Bankruptcy Code Proceedings (IBC) as on date, by NCLT or any adjudicating authority/authorities, which will render him ineligible for participation in this tender, and shall submit undertaking (Annexure-8) to this effect	Applicable	
D	Assessment of Capacity of Bidder to execute the work as per sl no 9 of NIT (if applicable)	Not Applicable	
E	Approval of Customer (if applicable)	Applicable	
F	Price Bid Opening Note: Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria A to E		BY BHEL
G	Consortium tie-ups	Not Applicable	

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

Explanatory Notes for PQR B.1 (Technical)

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

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

Where

P = Updated value of work

R = Value of executed work

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

X₀ = All India Avg. Consumer Price index for industrial workers for last month of work execution

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

Y₀ = Monthly Whole Sale Price Index for All Commodities for last month of work execution

Explanatory Notes for Technical Criteria (B2):

1. VOID

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/LARA-ESPU1/3019

Page 22 of 76

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 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:

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/LARA-ESPU1/3019

Page 23 of 76

1. For evaluation of PQR, in case Bidder alone does not meet the pre-qualifying technical criteria B1 above, bidder may utilize the experience of its Parent/ Subsidiary Company along with its own experience, subject to following:
 - a. The parent company shall have a controlling stake of $\geq 50\%$ in the subsidiary company (as per Format-1).
 - b. The Parent Company/ Subsidiary Company of which experience is being utilized for bidding shall submit Security Deposit(SD) equivalent to 1% of the total contract value
 - c. The parent/ subsidiary company and bidder shall provide an undertaking that they are jointly or severally responsible for successful performance of the contract (as per Format-2).
 - d. In case Bidder is submitting bid as a Consortium Partner, option of utilizing experience of parent/subsidiary Company can be availed by Prime Bidder only.
 - e. Parent Company/ Subsidiary Company of which experience is being used for bidding, cannot participate as a 'Standalone Bidder' or as a 'Consortium bidder'.
2. Completion date for achievement of the technical criteria specified in the 'B' above should be in the last 7 years ending on the 'latest date of Bid Submission' of Tender irrespective of date of the start of work. Completion date shall be reckoned from the " Financial Year quarter of bid submission". (for e.g. -Work completed on 01.01.2014 shall be considered even if latest date of bid submission is 20.03.2021).
3. "Executed" means the bidder should have achieved the technical criteria specified in the Common QR even if the Contract has not been completed or closed.
4. In case the Experience/PO/WO certificate enclosed by bidders do not have separate break up of prices for the E&C portion for Electrical and C&I works (i.e. the certificates enclosed are for composite order for supply and erection of Electrical and C&I and other works if any), then value of Erection & Commissioning for the Electrical and C&I portion shall be considered as 15% of the price for supply & erection of Electrical and C&I.
5. Following shall be complied with in case of consortium:
 - a. The Prime Bidder and Consortium Partner(s) are required to enter in to a consortium agreement and certify to BHEL regarding existence and validity of their consortium agreement in line with validity period mentioned in NIT.
 - b. Prime Bidder and Consortium partners shall be approved by Customer for being considered for the tender (applicable if customer approval is required).
 - c. Number of partners including prime Bidder shall be NOT more than 3 (three).
 - d. Prime Bidder alone shall necessarily comply with "B1 Technical Criteria" except for mechanical package where B1 criteria is not applicable.
 - e. Prime Bidder and Consortium Partner shall together comply with the 'Pre-Qualification Requirements' specified for the respective category of technical requirement as per "B2 technical criteria".
 - f. Prime Bidder shall comply with all other Pre Qualifying criteria for the Tender unless otherwise specified.
 - g. All other conditions shall be read in conjunction with clause no 23.0 of NIT.
 - h. Prime Bidder shall be the Bidder who has a major share of work.
 - i. Prime Bidder shall be responsible for the overall execution of the Contract.
 - j. Performance shall be evaluated for Prime Bidder and the Consortium partner for their respective scope of work.
 - k. In case the Consortium partner backs out, another consortium partner meeting the QRs, has to be engaged by Prime Bidder and if not, the respective work will be withdrawn and executed on risk and cost basis of the prime bidder.
 - l. In case Prime Bidder withdraws or insolvency / liquidation / winding up proceedings have been initiated / admitted against the Prime Bidder, BHEL reserves the right to cancel, terminate or short close the contract or take any other action to safeguard BHEL's interest in the Project / Contract. This

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Website: www.bhel.com

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/LARA-ESPU1/3019

Page 24 of 76

action will be without prejudice to any other action that BHEL can take under Law and the Contract to safeguard interests of BHEL

- m. After successful execution of one work with a consortium partner under direct orders of BHEL, the Prime Bidder shall be eligible for becoming a 'standalone' bidder for works similar to that for which consortium partner was engaged, for subsequent tenders.
- n. The Consortium partner shall submit SD equivalent to 1% of the total contract value in addition to the SD to be submitted by the Prime Bidder for the total contract value.

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

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

**BHEL PSWR
Notice Inviting Tender**

E-Tender Spec No: BHE/PW/PUR/LARA-ESPU1/3019

Page 25 of 76

Format-1

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

To,

.....

.....

Dear Sir,

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

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

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

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

**BHEL PSWR
Notice Inviting Tender**

E-Tender Spec No: BHE/PW/PUR/LARA-ESPU1/3019

Page 26 of 76

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

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/LARA-ESPU1/3019

Page 27 of 76

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> ONE TIME EMD / ONLY FOR THIS TENDER
5	Validity of Offer	TO BE VALID FOR SIX MONTHS FROM DUE DATE
		APPLICABILITY (BY BHEL)
6	Whether the format for compliance with PRE QUALIFICATION CRITERIA (ANNEXURE-I) is understood and filled with proper supporting documents referenced in the specified format	Applicable
7	Audited profit and Loss Account for the last three years	Applicable/Not Applicable
8	Copy of GST & PAN Card	Applicable/Not Applicable
9	Whether all pages of the Tender documents including annexures, appendices etc. are read understood and signed	Applicable/Not Applicable
10	Integrity Pact	Applicable/Not Applicable
11	Offer Forwarding Letter / Tender Submission Letter	Applicable/Not Applicable
12	Declaration by Authorized Signatory	Applicable/Not Applicable
13	No Deviation Certificate	Applicable/Not Applicable

**BHEL PSWR
Notice Inviting Tender**

E-Tender Spec No: BHE/PW/PUR/LARA-ESPU1/3019

Page 28 of 76

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

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

DATE :

AUTHORISED SIGNATORY

(With Name, Designation and Company seal)

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/LARA-ESPU1/3019

Page 29 of 76

ANNEXURE-3

Certificate by Chartered Accountant on letter head

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

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

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

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

{Strike off whichever is not applicable}

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

~~Or~~

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

~~Or~~

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

~~Date:~~

(Signature)

Name:

Membership Number:

Seal of the Chartered Accountant

**BHEL PSWR
Notice Inviting Tender**

E-Tender Spec No: BHE/PW/PUR/LARA-ESPU1/3019

Page 30 of 76

[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/LARA-ESPU1/3019} dt. {.....}
This letter is to confirm that:

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

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

With regards

Signature with company seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

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

**BHEL PSWR
Notice Inviting Tender**

E-Tender Spec No: BHE/PW/PUR/LARA-ESPU1/3019

Page 31 of 76

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	

**BHEL PSWR
Notice Inviting Tender**

E-Tender Spec No: BHE/PW/PUR/LARA-ESPU1/3019

Page 32 of 76

[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/LARA-ESPU1/3019} 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:

**BHEL PSWR
Notice Inviting Tender**

E-Tender Spec No: BHE/PW/PUR/LARA-ESPU1/3019

Page 33 of 76

[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/LARA-ESPU1/3019 (Job Description: Installation & commissioning of ESP field 1C11 internals for Unit-1, NTPC Lara)

(hereinafter referred to as "Contract"). The Principal values full compliance with all relevant laws

of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

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

Section 1-Commitments of the Principal

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

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

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/LARA-ESPU1/3019

Page 34 of 76

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

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commits himself to observe the following principles during participation in the tender process and during the contract execution.
- 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or
give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever
during the tender process or during the execution of the contract.
- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and shall await their decision in the matter.

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

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

Section 4 -Compensation for Damages

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

Section 5 -Previous Transgression

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

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

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

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

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

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/LARA-ESPU1/3019

Page 36 of 76

Section 8 -Independent External Monitor(s)

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

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/LARA-ESPU1/3019

Page 37 of 76

Commissioner, Government of India.

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

Section 9 -Pact Duration

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

Section 10 -Other Provisions

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

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/LARA-ESPU1/3019

Page 38 of 76

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.

VARUN VAIDYA
MANAGER-PURCHASE
BHEL-PSWR-NAGPUR

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) _____

**BHEL PSWR
Notice Inviting Tender**

E-Tender Spec No: BHE/PW/PUR/LARA-ESPU1/3019

Page 39 of 76

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/LARA-ESPU1/3019

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:

**BHEL PSWR
Notice Inviting Tender**

E-Tender Spec No: BHE/PW/PUR/LARA-ESPU1/3019

Page 40 of 76

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: _____

**BHEL PSWR
Notice Inviting Tender**

E-Tender Spec No: BHE/PW/PUR/LARA-ESPU1/3019

Page 41 of 76

Annexure-10

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

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

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

Dear Sir,

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

Ref: 1) NIT/Tender Spec No: BHE/PW/PUR/SPTPT-FGD-BAL-MECH/3019,
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.

**BHEL PSWR
Notice Inviting Tender**

E-Tender Spec No: BHE/PW/PUR/LARA-ESPU1/3019

Page 42 of 76

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/SPTPT-FGD-BAL-MECH/3019,
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.

**BHEL PSWR
Notice Inviting Tender**

E-Tender Spec No: BHE/PW/PUR/SPTPT-FGD-BAL-MECH/3019

Page 43 of 76

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: vvaidya@bhel.in, Ph: +91-712-9792334127

GM Purchase, Email: pkbiswas@bhel.in , Ph: +91-712- 2858-633

1. **Refer the abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' which is available at www.bhel.com on "supplier registration page" at the following link: https://www.bhel.com/sites/default/files/suspension_guidelines_abridged.pdf**
2. **"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. **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**

**BHEL PSWR
Notice Inviting Tender**

E-Tender Spec No: BHE/PW/PUR/SPTPT-FGD-BAL-MECH/3019

Page 44 of 76

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

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

or

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

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

4. **All Statutory Requirements as applicable for this project shall be complied with.**
5. **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."**
6. **Following clause shall form part of the HSE documents issued under Chapter IX of Volume IB 'Special Conditions of Contract'**

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

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

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

"Bank Guarantee issued by:

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

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

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/SPTPT-FGD-BAL-MECH/3019

Page 45 of 76

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".

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

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

Note:-

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

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

- 9. ~~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~~
- 10. Price Variation Compensation Clause no 2.17 of standard GCC shall not be applicable
- 11. Overrun compensation clause no. 2.12 of standard GCC shall not be applicable
- 12. LIQUIDATED DAMAGES/PENALTY: As per clause no. 2.7.9 of GCC with the amended of Liquidated Damage/Penalty at the rate of 0.5% of the contract value, per day of delay or part thereof subject to a maximum of 10% of the contract value.

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/SPTPT-FGD-BAL-MECH/3019

Page 46 of 76

13. Progress Monitoring, Monthly Review and Performance Evaluation of Vol-I BCD is not applicable. Separate Performance evaluation as per SAS format shall be considered for evaluation purpose.
14. Interest bearing recoverable advances- Cl no. 2.13 of GCC, is not applicable.
15. Performance Guarantee of Workmanship for the work done / Defect liability period shall be as per 2.24 of GCC with the amendment in Cl 2.24.1 as as 06 months from the date of charging & commissioning of ESP. Any defects arising due to poor workmanship shall have to be attended free of cost during DLP.
16. Retention amount (General conditions of Contract Sr no2.22.1) :In addition to existing clause of retention amount as mentioned in GCC (Sr 2.22.1) bidder may also submit the retention amount as per below provision. On successful bidder's request, the Retention Amount can also be recovered at the rate of 10% of the gross amount, progressively, from each of the running bills of the contractor till the total amount of the required retention amount is collected.

In case, contractor opts cash deduction from RA bills in the beginning & subsequently submit 5% of the Contract Value as Retention amount in any form as mentioned in GCC, then refund of deducted retention amount may be permitted to contractor.

17. Retention amount (General conditions of Contract Sr no2.22.1)

Note :

2) In case of delay in submission of Retention Amount, enhanced Retention Amount which would include interest (Repo rate +4%) for the delayed period, shall be submitted by the bidder.- **This clause of General conditions of Contract Sr no2.22.1 shall be treated as void**

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/LARA-ESPU1/3019

Page 47 of 76

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

To,

GM/Purchase
BHEL PSWR
Floor No. 5 & 6, Shree Mohini Complex,
345-Kingsway, Nagpur-440001

Dear Sir/Madam,

Sub: Bid Security Declaration

E-Tender Spec No: BHE/PW/PUR/LARA-ESPU1/3019

JOB Description :

Installation & commissioning of ESP field 1C11 internals for Unit-1, 800MW NTPC Lara (Chhattisgarh)

1. I/We Mr/ Ms..... authorised person to sign the bid documents for tender pertaining to the captioned scope do hereby declare that I/We have gone through the entire tender documents including terms and condition mentioned in the tender documents and undertake to comply with them.
2. I/We further declare that we will not withdraw our bid or modify our offer during the period of validity of the bid after the deadline for submission of such documents.
3. If I/we withdraw or modify the bids during the period of validity, or if I/We are awarded the contract and fail to sign the contract, if applicable or to submit security deposit as defined in the tender document/LOA, we will be suspended for the period of time as specified in the tender document from being eligible to submit bids/proposals to BHEL.

Signature of the Authorised Signatory
(With Name, Designation and Company seal)

Place:

Date:

3019

TECHNICAL CONDITIONS OF CONTRACT (TCC)

BHARAT HEAVY ELECTRICALS LIMITED



TECHNICAL CONDITIONS OF CONTRACT (TCC)

Sl No	DESCRIPTION	Chapter
Volume- IA	Part-I: Contract specific details	
1	Project Information	Chapter-I
2	Scope of Works	Chapter-II
3	Special Terms and Other Conditions	Chapter-III
4	T&Ps and MMEs to be deployed by Contractor	Chapter-IV
5	Quality Requirements	Chapter-V
6	Time Schedule	Chapter-VI
7	Terms of Payment	Chapter-VII
8	Taxes and other Duties	Chapter-VIII
9	Scheudle of Rates and Quantities	Chapter-IX

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - I: PROJECT INFORMATION

1.0	Project Information
	<p>1) Purchaser : M/s. NTPC Lara</p> <p>2) Project Title : Installation & commissioning of ESP field 1C11 internals for Unit-1, 800MW NTPC Lara (Chhattisgarh)</p> <p>3) Railway Station : Raigarh</p> <p>4) Nearest airport : Raipur</p>

The Bidder shall visit site and get acquainted himself with the conditions prevailing at site before submission of the bid. The information given here in under are for general guidance and shall not be contractually binding on BHEL/ Owner. All relevant site data/information as may be necessary shall have to be obtained /collected by the Bidder.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: SCOPE OF WORK

The work under the scope of these specifications is broadly as follows.

PRE SHUTDOWN WORK

1. Mobilization of site.
2. Arranging Gate pass, insurance & Accommodations to the contract personnel.
3. Shifting of material store and T&Ps.
4. Shifting of special T&Ps to site.
5. Prepare at site to start the work.

SCOPE OF WORK:

SCHEDULE-1: INSTALLATION & COMMISSIONING OF ESP FIELD 1C11

1. Removal of insulation material & cladding sheeting etc. & re-assembly the same
2. Removal of Ash conveying line, along with the adopter, dome valve, instrument airline & plate valve & Re-assembly the same.
3. Scaffolding material is in the scope of NTPC Ltd but erection & dismantling is in the scope of bidder related to this jobs.
4. Removal of electrical and instrumentation connection of Ash conveying line and hopper, transformer, EERM & CERM after isolation and clearance from NTPC/ BHEL & Re-assembly the same after erection.
5. Removal of Hopper platform, Hopper & ESP inner & outer roof panels, Insulation to facilitate Erection of ESP item.
6. Checking and rectification of supporting structure, casing assembly & GD screen plate limited to minor rectification work.
7. Erection of Collecting Electrode & Emitting electrode suspension assembly & alignment.
8. Erection of Collecting electrode, shock bar & shock pad and huck bolting, shock bar guide plate & alignment.
9. Checking of straightness of collecting electrode & if required to straighten shall be carried out through heating torch & hammering with wooden mallet.
10. Re-assembly of ESP inner- outer roof panel, insulation & insulator housing.
11. Removal & Re-positioning of ESP transformer if required.
12. Erection of emitting electrode of top, middle & bottom tier with the help of stretching tool.
13. Erection of Emitting & collecting electrode Rapping mechanism.
14. Alignment of all erected fields.
15. Removal of all temporary supports before commissioning.
16. Cleaning of working area.
17. Unloading /storage of bulk heavier /oversize dimension materials will be at work site location and unloading/storage of petty materials will be at nearby store as designated by BHEL/NTPC.
18. Transportation of material required during installation & commissioning and after till completion is in the scope of bidder. (Mobile crane/ hydra and trailer with operator for transporting, / loading/ Unloading of materials from and to customer's store shall be provided by the Bidder).
19. Consumable for successful completion of work will be in bidder scope.
20. Proper lighting/illumination at workplace will be in bidder scope.
21. All the accessories and PPEs required for safety compliance.

Safety of the Workers and Equipment: Utmost care to be taken by the agency with regard to safety of the Workers employed and equipment they are working with. The workers are to be provided with

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: SCOPE OF WORK

necessary and relevant PPEs for execution of the job. EIC's recommendations with respect to safety aspects are to be followed strictly. Any deviation in this regard shall attract penalties.

22. The bidder must comply with all the statutory requirements regarding installation work.

NOTE:

1. Removal of damaged ESP field internal shall be in the scope of NTPC.
2. Available workshop facilities at the Power Station premises.
3. Electricity for Power and Lighting, compressed air and service water will be made available at nearby location free of cost.
4. All equipment related to works shall be made available duly isolated from Electrical & Mechanical source for safe working.
5. Testing & commissioning kits will be provided by NTPC. However, Bidder to provide assistance during testing & commissioning

List of materials & Tentative tonnage for the restoration of 1C11-1 field size is 1x45M-88150-2

Sl no	Description of the materials	Unit	1C11 - 1field requirement
			Field size 1x45M-88150-2
01	Casing deflection plates, X11	kgs	1300
02	Emitting suspension, X13	kgs	300
03	Emitting electrodes, X15	kgs	400 (1200 nos, 150Hnom)
04	Emitting rapping arrangement, X16	kgs	600
05	Drive Arrgt for emitting rapping, X17	kgs	550
06	Suspension arrangement for collecting electrode, X19	kgs	2000
07	Collecting electrodes, 1.25mm thick, 750mm width, IS513GrDD matl, X20	kgs	20000 (Packing weight included) 138 nos
08	Frame of emitting system, Top X21	kgs	1900
09	Frame of emitting system, Bottom X22	kgs	2700
10	Frame of emitting system, Middle X32	kgs	3400
11	Shock bar assy, X24	kgs	1500
12	Collecting electrode rapping mechanism X25, X26	kgs	1500
13	Erection materials, structural items, etc, X64	kgs	5000
14	ESP insulation material between inner roof and outer roof, X67	Kgs	3000
15	Retainer and pins, X68, Plain aluminium sheet 0.71mm thick- 300 kgs	Kgs	1600

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: SCOPE OF WORK

16	Support, shaft insulators, X14	Kgs	250 (Support-4 nos, shaft-1 nos)
	Total weight		46000

Note: - The above material list & tonnage is only indicative for specified erection work and not exhaustive. Bidder has to complete the restoration of one nos. fields in all respect.

SCHEDULE-2: - ARRANGEMENT OF SAFETY ENGINEERS ALONG WITH COMPLIANCE OF ALL HSE REQUIREMENTS: -

1) Two (02) nos. Safety Engineers are to be deployed by the contractor for entire period of installation and commissioning of ESP field in consultation with BHEL Site-In-Charge. Safety Engineer should be qualified from an approved institute.

2) Bidder has to fulfil all HSE related requirements of BHEL and NTPC at site.

=====

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter –III: SPECIAL TERMS AND CONDITIONS

3.1 **SPECIAL TERMS AND CONDITIONS:**

1. **Bidder to strictly follow all the necessary guidelines issued by Customer, District Magistrate, State Government and Central government to control Covid-19 outbreak.**
2. The bidder shall submit following documents to the BHEL Engineer in charge before starting of the work at site: -
 - a) Valid labour license of total Nos. of labours.
 - b) Valid labour Insurance policy to cover all the workers.
 - The Contractor shall necessarily take Workmen Compensation Policy and if required Third Party Liability Policy shall be taken by bidder.
 - c) **Medical Fitness Certificate of each worker issued by registered medical practitioner if required.**
 - d) A photocopy of employment card issued to each worker as per format prescribed in factory rules.
 - e) List of safety appliance provided by the contractor to their workers with receipt.
 - f) Valid test certificate issued by competent authority as per factory rules for the T&P (like pulling / lifting devices, slings, machines etc.) to be utilized at site.
 - g) List of personnel's and workers deputed / deployed along with their full address proof, Police verification etc., shall be get done of his workers by the contractor.
 - h) Submission of Indemnity Bond.

Subcontractor should assure that the repair of the equipment covered in the scope of this offer will be conducted with the best of skills and know how available with Subcontractor and in conformance with the clearances and adjustments set forth in manufacture's drawing instruments and other information's furnished to Subcontractor.
3. Bidder shall visit site well in advance for identification & to ensure availability of required special T&P as well as other infrastructure required.
4. During execution of site it may be required to close the site temporarily, In this case De-Mobilization & Re mobilization charges shall not be payable.
5. All consumables required for the overhauling will be in bidder's scope.
6. The various setting, clearances, adjustments and benchmarks will be restored to the extent possible during rectification to the condition as per the erection and commissioning log sheets available with customer. If however we are not able to produce erection / commissioning log sheets, efforts will be made to attend the best possible parameter or the conditions as observed at the time of dismantling of the equipment in consultation with us.
7. Subcontractor must prepare PERT CHART/BAR CHART. Daily monitoring will be done jointly and log sheets of important activities should be noted down and signed jointly.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter –III: SPECIAL TERMS AND CONDITIONS

8. Daily work planning, scheduling & reviewing of work will be done by the party every morning & evening and programme must be submitted on daily basis to EIC. Party also to submit the progress exception report.
9. All the works shall be carried out as per the instructions and to the satisfaction of the Engineer In-charge.
10. The contractor will attend contributory to faulty and poor workmanship during commissioning and trial run of the equipment.
11. Round the clock working under expert supervision shall be ensured by the contractor deploying two equal parallel strength of groups in 12 hrs. Shift with equal T&P for all the jobs so as to complete the work in stipulated period or earlier.
12. It is the responsibility of contractor to keep the plant, equipment, machinery and surrounding area clean.
13. Removal of scrap and through cleaning of subjected area is in the scope of bidder.
14. The names of working persons like Site in-charge, supervisors, foreman, main fitters to be deployed during the job with full details has to be submitted stating their area of work and experience and specialization of the work to site in-charge before the start of work. BHEL may ask to change/delete the person not found suitable for the work at any point of time during execution of job. For any addition and deletion of the working person prior permission from BHEL shall be taken.
15. Subcontractor has to ensure that all the key persons must continue till completion of job i.e. machine comes on load. Subcontractor manpower (adequate) should remain at site for a period of **03 days after machine comes on full load.**
16. **Mobilization of full strength manpower and T&P shall be done immediately within 03 days after receipt of LOI or as per Intimation from BHEL.**
17. Work distribution sheet for all the workers/supervisors deployed shall be submitted to BHEL one day in advance on daily basis.
18. Subcontractor should mobilize additional resources such as plant, equipment's, material as may be required by site in-charge to improve the progress of the work if the progress of the work is not satisfactory.
19. Subcontractor should get registered under relevant sales tax and or work contract Act (VAT) where the jobs are executed.
20. Party has to quote lump sum rate for all activities mentioned in the price bid as the actual quantities may vary during overhauling of the unit for which the contractor is not permitted to raise any dispute or claims. Items mentioned as optional will be taken up depending on condition, availability of spares and requirement.
21. One administrative personnel to control the resources and attendance of the workers to be ensured.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter –III: SPECIAL TERMS AND CONDITIONS

22. Free electricity shall be provided by customer but duties if any as applicable shall be paid by contractor.
23. Argon, Oxy- Acetylene gas shall be arranged by the contractor with cutting/welding set / argon welding set and other welding appliances.
24. If the duration of work continues beyond stipulated period due to any reason, no claim for compensation will be entertained.
25. The work details are brief & for Subcontractor knowledge only. Subcontractor will have to do all the related works as per requirement.
26. The contractor will be responsible to pay the damages to the property of Board or individual caused by his worker during the course of contract. If the contractor fails to pay the same it will be recovered from his bill.
27. No compensation claimed for idle labor for any reason will be entertained by BHEL.
28. All general tools and plants for execution of the work will have to be arranged/ maintained by the contractor at his own cost & risk.
29. In normal course, the interpretation of the under signed on any matter or decision given by him on any disputable points will be final and binding on the contractor.
30. Successful bidder is to obtain labor license before the start of the work.
31. Successful bidder is to obtain necessary “No Dues” certificate before de-mobilization from site.
32. Successful bidder has to arrange Site mobile recharge till the site closing.
33. LAP-TOP with latest configuration, DVD/CD writer/pen drive, its peripherals including printer-scanner and one USB Modem for Internet connectivity to be provided for BHEL site office.
34. Successful charging of field is the essence of the contract.
35. Sufficiently adequate man power T&P and other resources should be mobilized by the contractor to operate round the clock work progress with standby technicians to be deployed immediately if need arises. Offer should be submitted considering these requirements.
36. Accommodation for the sub-contractor’s manpower will be provided if made available by the customer as per the applicable charges.
37. Contractor shall arrange vehicle for his manpower transportation.
38. Scaffolding pipes, clamp, Jallies &, 40 mm thick wooden planks are to be arranged by Sub-contractor for various platforms as required for the and Safety will be taken on priority basis.
39. Contractor reconciles the material and submits along with the bill. To credit the balance spares worn out articles/spares and scrap in the main store.
40. Contractor shall clean the surrounding working area within three days immediately after completion of work/ Machine taken onto barring.
41. Give proper assistance to maintain the readings at site for the protocol.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter –III: SPECIAL TERMS AND CONDITIONS

42. Adequate numbers of tarpaulin are to be arranged by the sub-contractor for covering of various equipment during working.
43. KLT & DP Test kit of standard makes along with required accessories and consumables
44. Transportation of material required during restoration in the scope of bidder. (Mobile crane/ hydra and trailer with operator for transporting, / loading/ Unloading of materials from and to customer's store shall be provided by the Bidder)
45. The contractor shall be fully responsible for erection of rigid and stable (enough) scaffolding for the safety of persons carrying out work.
46. **Sufficient Halogen Lamps shall be in the scope of bidder. Proper lighting/illumination at workplace will be in the Bidder's scope**
47. **Bidder has to fulfil all HSE related requirement at site.**
48. **Bidder shall arrange office boys, 01 Nos. for BHEL main office and 01 Nos. for site office.**
49. Documents for Welding Rods Stock, Heating in Mother Oven and heating oven are to be maintained by vendor and will be inspected by BHEL and NTPC.
50. Bidder should deploy separate Supervisor alongwith labours for shifting of erectable material from storage yard and should return the material to storage yard after work completion.

NOTE:

1. The specific (minor) work which is not mentioned in the scope of work but required to be carried out for completion of subject work is in the bidder's scope.
2. Decision of BHEL site in charge regarding interpretation of the scope of work shall be final.

LIAISON WITH ALL STATUTORY AUTHORITIES:

- Compliance of statutory provisions, whether mentioned in this contract or not shall be binding on the contractor.
 - a) If there is any change in labour laws after the contract has been awarded, then the new law shall automatically be binding on the contractor.
 - b) No additional financial compensation shall be paid by BHEL to the contractor on account of increased expenditure caused by a) and b) above.
 - c) Liasoning with local commercial tax dept. to obtain Coml. Tax exemption certificate.

PAYMENT TO WORKERS:

- Payment to workers shall be done in the presence of BHEL representative or through bank account only.
 - a) The contractor shall intimate the day of payment at least three days in advance in writing along with copy of the pay sheet and attendance cards.
 - b) All workmen shall be covered by PF Rules irrespective of their period of employment.
 - c) Payment shall be made inside the plant premises and during office hours.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter –III: SPECIAL TERMS AND CONDITIONS

SUBMISSION OF DOCUMENTS:

- The contractor shall submit following documents at appropriate time either before or during the execution of the work and as directed by Site in-Charge.
- 1. Test certificates of Pulling and Lifting machines and appliances.
- 2. Details of workers to be deployed with name, address, category.
- 3. Details of supervisory staff to be deployed.
- 4. Authorization for receipt of materials and for signing of Measurement Books etc,
- 5. Labour license specific to the contract.
- 6. List of T&P brought into plant premises along with their serial numbers and dates/years of purchase.
- 7. All the Staff/Workers deputed for the Job should have Insurance Cover and document in this regard should be submitted along with 1st RA Bill.
- 8. List of consumables brought into plant premises along with their serial numbers and dates/years of purchase, along with test certificates wherever applicable.
- 9. Insurance policy for the workers to be deployed in this contract.
- 10. Safety undertaking.
- 11. Copy of ESI certificate to be furnished.
- 12. Proof of Payment of GST.

(Sl.No.11 to 12 are required before final bill is processed).

The contractor shall submit following documents in report form within 15 days from commissioning of unit after the overhaul/shut down work is completed:

- Details of work executed.
- Measurements against different schedules in compiled form.
- Material issue details.
- Material consumption details.
- Material returns details.
- Details of retrenchment benefits given to workmen.
- Details of issue of PF slip to workmen.
- Details of settlement of accident benefits if any to workmen
- Copies of pay sheets to workmen.
- Details and proof of remittance of PF to workmen (before final bill).
- No dues clearance from different stores of customer
- Valid labour license

Statutory Inspection

- Please refer General and Special Conditions of Contract. In addition to it the scope includes getting the approvals from the statutory authorities (like IBR, smoke nuisance inspector, anti-pollution

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter –III: SPECIAL TERMS AND CONDITIONS

authorities, labour officials). This includes arranging for inspection visits of such authorities periodically as per requirement, submitting documents etc. and payment of fees connected with it.

3.6 Safety:

Contractor should engage at least One Qualified Engineer in each shift during the contract period. Strict Safety measures have to be followed at Site. Contractor shall also adhere to all the safety provisions of our customer. In case violation of any provision at site fine of Rs.500/- to Rs.2000/- at the discretion of our site in-charge shall be imposed for each of such occasion and shall be recoverable from the contractor's bill.

1. The contractor should ensure the use of 24 volt hand lamps and 24 volt transformer by his workers. The all electrical gadgets shall have plug top & proper earthing.
2. All T&P like pulling and lifting machine, chain pulley blocks, slings, D-shackles should be maintained in proper working condition. Necessary test certificate has to be submitted by contractor for lifting tools & tackles.
3. The contractor shall be fully responsible for the safety of his workers.
4. The Use of ISI mark safety helmet, ISI mark safety shoes, Goggles, hand gloves, ear plugs and nose mask is a must. In addition to this, a full body (safety) harness, face shield must be provided to workers carrying out work at height & cutting/ welding/ grinding respectively. Gas cutting set with flash back arrester etc. should be provided by the contractor and should ensure the use of these safety equipment's, all PPE by his worker while working.
5. Scaffolding should be erected properly and strong enough with hand rails and it should not be used before getting it checked by Engineer-in-charge.
6. The contractor shall be solely responsible for the safety of his workers & employees. The contractor must ensure that the persons working in s59hermos59d5959nature jobs/ skilled jobs/ working with the welding machines, grinders, cutting set & other special T&P shall be having experience & expertise to perform that job. Contractor should engage physically and mentally fit manpower. The electrical connection / repair jobs shall be done only by the electricians.
7. The contractor shall ensure that prior to start of work all his workers shall get the safety training.
8. The contractor shall also take care for the safety of the equipments & persons working in the vicinity.
9. Customer at its own discretion may decide to recheck / retest some or all of the T&P / machines of the contractor inside the plant premises.
10. The helmets, safety shoes and safety belts issued by the contractor shall be conforming to relevant IS standards.
11. The contractor shall maintain the first aid box at site.

PROVISION OF PPEs

- Personnel Protective Equipment (PPEs), in adequate numbers, will be made available at site & their regular use by all concerned will be ensured
- The following matrix recommends usage of minimum PPEs against the respective job.

Sl.NO	Type of Work	PPEs
1	Concrete and asphalt mixing	Nose mask ,hand glove ,apron and gum boot

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter –III: SPECIAL TERMS AND CONDITIONS

2	Welders/Grinders/Gas cutters	Welding/face screen, apron, hand gloves, nose mask and ear muffs if noise level exceeds 90dB. Helmet fitted with welding shield is preferred for welders
3	Stone /concrete breakers	Ear muffs, safety goggles, hand gloves
4	Electrical Work	Rubber hand glove, Electrical Resistance shoes
5	Insulation Work	Respiratory mask, Hand glove, safety goggles
6	Work at height	Double lanyard full body harness, fall arrestor (specific cases)
7	Grit/Sand blasting	Blast suit, blast helmet, respirator, leather gloves
8	Painting	Plastic glove, Respirators (particularly for spray painting)
9	Radiography	As per BARC guidelines

- The PPEs shall conform to the relevant standards as below and bear ISI mark.

Relevant is-codes for personal protection

IS:2925-1984	Industrial safety Helmets
IS:4770-1968	Rubber gloves for electrical purpose.
IS:6994-1973(Part-I)	Industrial safety Gloves(Leather & Cotton Gloves)
IS:1989-1986	Leather Safety boots and shoes.
IS:5557-1969	Industrial and safety rubber knee boots.
IS:6519-1971	Code of practice for selections care and repair of Safety foot wear.
IS:11226-1985	Leather Safety footwear having direct molding sole.
IS:5983-1978	Eye protectors.
IS:9167-1979	Eye protectors.
IS:1179-1967	Eye & face protection during welding
IS:3521-1983	Industrial Safety Belt and Harness
IS:8519-1977	Guide for selection of industrial Safety equipment for body protection
IS:9473-2002,14166-1994, 14746-1999	Respiratory Protective Devices

The list is not exhaustive. The safety officer may demand additional PPEs based on specific requirement.

NOTE: All employee of vendor should wear company uniform along with company logo at work place.

3.7 Important Safety Conditions:-Agency has to ensure utmost safety at all associated workplace/s. Penalty for non-compliance of safety rules each time.

- Non using safety shoes per person per occasion --Rs.1000
- Non using safety helmet per person per occasion --Rs.1000
- Non using safety belt per person per occasion --Rs.1000

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3.8 OTHER TERMS AND CONDITIONS

1.0 Successful bidder has to extend manpower assistance for minor cleaning/scraping, etc.

2.0 ~~A copy of tender document with each page duly signed and stamped shall be submitted along with your offer as a token of your unconditional acceptance to this tender condition. Also any deviation to the~~

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter –III: SPECIAL TERMS AND CONDITIONS

tender conditions shall be submitted in a separate paper duly signed by the bidder, any overwriting / correction by the bidder on the tender will not be recognized and the offer may be rejected on this ground.

- 3.0 General and special conditions of contract' enclosed herewith will be fully applicable, except otherwise stated in this enquiry. In case of any conflict, the conditions specified in this enquiry letter will prevail over that of the 'General and special conditions of contract'.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

4. LIST OF MANPOWER REQUIRED

Sl.No	Manpower	Category	No. of Persons
	Site-in charge	Highly Skilled	1
	Foreman	Highly Skilled	1
	Supervisor	Skilled	2
	Store Keeper	Skilled	2
	HP Welder	Highly Skilled	0
	Welder (Non IBR)	Skilled	3
	Gas cutter	Skilled	3
	Millwright Fitter	Highly Skilled	1
	EOT Crane Operator	Highly Skilled	0
	Sarang	Skilled	2
	Fitter	Skilled	4
	Electrician	Semi-Skilled	2
	Jr.Filter	Semi-Skilled	8
	Insn.Lagger / Carpenter	Semi-Skilled	2
	Grinder Man	Skilled	3
	Rigger	Semi-Skilled	4
	Helper	Un-Skilled	12
	Office Boy	Semi-Skilled	2
	Safety Engr	Safety officer	2

This is an indicative list; the sub-contractor shall deploy adequate manpower to carry out the work round the clock and as per requirement of the site during execution of the Job.

Note: Site in-charge should be qualified Engineer, B.E. (Mechanical) and all the supervisors should have diploma in engineering.

Successful bidder has to arrange suitable mobile communication facility for BHEL site-in charge

4.1 Man power & T&P:

1. Adequate manpower along with T&P should be deployed at site. All the T&P required for the work shall be arranged by the contractor and all T&P should reach the site immediately as machine is under shutdown. All the measuring instruments shall be duly tested / calibrated and valid certificate to that effect should be submitted to our Site In-charge before start of the work.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

2. A deployment plan along with experience and name of the Site In-charge, Engineers, Supervisors, Foreman and main technicians to be submitted on per shift basis.
3. LAP-TOP with latest configuration, DVD/CD writer, its peripherals including printer-scanner and one USB Modem for Internet connectivity to be provided for BHEL site office.
4. One office boy in each shift is to be provided for BHEL site office.
5. Well experienced experts (at Least 25 years job experience) shall be arranged by bidders.

4.2 LIST OF TOOLS AND PLANTS TO BE ARRANGED BY CONTRACTOR

The following minimum major Tools & Plants shall be deployed by the contractor:

Sl. No	DESCRIPTION OF EQUIPMENT	CAPACITY	MINIMUM QUANTITY	REMARKS
01	PICK AND CARRY CRANE	14 T	As required	TO BE DEPLOYED FROM BEGINNING FOR START OF ERECTION TILL COMPLETION
03	SELF DRILLING CUM TAPPING MACHINE FOR SCREWS OF FLOOR GRILL & ROOF SHEETING	AS REQUIRED	As required	TO BE DEPLOYED AT APPROPRIATE STAGE OF WORK AS PER INSTRUCTION OF BHEL ENGINEER
04	3 ph DISTRIBUTION BOARD WITH COMPLETE SET UP FOR DRAWING CONSTRUCTION POWER	AS Required	As required	AS REQUIRED AND AS PER INSTRUCTION OF BHEL ENGINEER
05	WELDING GENERATOR (ELECTRIC & DIESEL)	300 AMPS	AS REQUIRED	TO BE DEPLOYED PROGRESSIVELY AS PER INSTRUCTION OF BHEL ENGINEER
06	ELECTRIC WINCH	1 TON / 2 TON / 3 Tons / 5TON	As required	TO BE DEPLOYED PROGRESSIVELY AS PER INSTRUCTION OF BHEL ENGINEER
07	ELECTRIC CABLE FOR DRAWAL & DISTRIBUTION OF CONSTRUCTION POWER	AS REQUIRED	AS REQUIRED	TO BE DEPLOYED FROM BEGINNING OF START OF MATERIAL HANDLING TILL COMPLETION
08	BAKING OVEN AND HOLDING OVEN WITH THERMOSTAT AND TEMPERATURE GAUGE FOR BAKING COATED WELDING ELECTRODES	AS REQUIRED	01 SET EACH	TO BE DEPLOYED AT APPROPRIATE STAGE OF WORK AS PER INSTRUCTION OF BHEL ENGINEER
09	PORTABLE OVEN FOR COATED WELDING ELECTRODES	AS REQUIRED	03 SET	TO BE DEPLOYED PROGRESSIVELY AS PER INSTRUCTION OF BHEL ENGINEER
10	TRAILER WITH PRIME MOVER	ADEQUATE CAPACITY	1NO	VEHICLES DEPLOYED SHOULD HAVE VALID STATUTORY DOCUMENTS AT ALL TIMES

TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

11	TRUCK/TRACTOR	As required	1NO	
12	SLINGS, 'D'-SHACKLES, HYDRAULIC JACKS,CHAIN PULLY ETC.	AS REQUIRED	AS REQUIRED	WITH TEST REPORTS
13	HUCK BOLTING MACHINE WITH ACCESSORIES	AS REQUIRED	AS REQUIRED	TO BE DEPLOYED AT APPROPRIATE STAGE OF WORK AS PER INSTRUCTION OF BHEL ENGINEER

4.3 Following Testing/Commissioning Equipments are required for Electrical systems

1. 3 Phase Variac
2. Single Phase Variac
3. Transformer Turns Ratio Test Kit
4. Multimetres (4 Nos.) - Digital 4 1/2 Digit Of Reputed Make; Analog Motwane Make
6. Clamp Meter (0-400 Amps)-02 Nos/
5. Insulation Tester Hand Operated 250v/500v/1000/5000 V Rated Mains/Battery Operated
6. Phase Sequence Indicator
7. Tong Tester Ac 5/10 Amp Range Reputed Make
8. Industrial Type Vacuum Cleaner
9. Micro Ohm Meter
10. Torque Wrench (12-60nm)
11. Tachometer
12. Non – Contact Type Digital Thermometer
13. Relay Testing Kit
14. Ferrule Printing Machine

The above list is tentative. The contractor has to provide required type and capacity of T&P, cranes/lifting tools for satisfactory completion of work.

NOTE

1. Depending upon the nature of work and availability of facilities locally, contractor may have to arrange for a temporary workshop for facilitating uninterrupted progress of work

TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

2. All the T&Ps required for this scope of work, except the T&Ps provided by BHEL are to be arranged by the contractor within the quoted rates.

4.4 OTHER T&P: -

7. Feeler gauge sets, feeler strips of 0.03 to 0.10 mm size
8. Dial indicators with magnetic bases (at least 2 dials of diameter 40 mm travel – 5 mm).
9. Precision spirit level (with micro head).
10. 2 sets of D.E. and Ring spanners (6-36mm).
11. D.P.Test Kit (with consumables).
12. Crowbars tin cutters, pliers (cutting plier, nose plier grip plier circlip-outside and inside).
13. Screw drivers and sledge hammers – 10 lbs – 1 lbs.
14. Adjustable wrenches, pipe wrenches and heck saws.
15. Single ended spanners (36 Mm and above).
16. Files flat round, half round and square, rough and smooth (sizes 6||, 9|| and 12||).
17. Bench Grinders, straight grinders GQ4 and GQ6, Angle grinders.
18. Drilling machine with magnetic stand upto –30 mm with drill bits.
19. Number punch, letter punch, centre punch and hole punches etc.....
20. Steel wire brushes, wire brush wheels, nylon wire brushes and Painting bushes.
21. Lifting devices eye bolts, D-shackles, slings of various sizes Guide rods etc.....
22. Chain pulley blocks upto 5 tons, 2 tons pull/lift.
23. Copper/Brass rods dia. ½|| to 1 ½||X450 mm.
24. Torch light/hand lamps with cables, 230/24 V transformer.
25. Torque wrench and torque multiplier.
26. Wooden mallet, Nylon Mallet.
27. Hand glover-asbestos, Manila rope, asbestos cloth leather and Rubber gloves.
28. Air blower – electric.
29. Gas cutting and heating set with torches regulators, hoses and cylinder minimum two sets).
24. Arc welding generator/rectiformers with regulator, cables, Electrode holders and shields, TIG welding holders.
30. Hose pipes for compressed air.
31. Hydraulic pump for testing coolers and 500 V megger.
32. Electric switchboards and flood light arrangements with fuse boxes and isolating switches, Plugs and sockets.
33. In addition to above T and P contractor will be required to fabricate fixtures such as pullers
34. etc. for removal of any other equipments related to the scope of work.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

35. Pedestal fans/air coolers.
36. Wooden sleepers.
37. Wooden Planks.
38. Magnifying glass.
39. Plastic helmets, Fiber helmet.
40. Gas cutting/welding goggles, grinding goggles.
41. Tarpaulin.
42. Insulation testers and Meggers 500 V and 1000 V at least 1 No. each.
43. Any other T and P as per requirement and as per our General and special conditions of Contracts.
44. Digital Multimeter
45. Analogue multimeter of Motwane make
46. Scaffolding materials
47. heating torch-4 nos, depth micrometre, trampoline for shot blasting chamber, Pneumatic / motorised seem cutter.

NOTE:

1. The above list is only indicative for specified work and not exhaustive. Arrangement for any other T and P required for completion of the job shall be the responsibility of the contractor and shall be arranged by him.
2. All the tools and tackles/measuring instruments shall be duly tested/calibrated and valid certificate to that effect should be submitted to our site in-charge before the start of work.

4.5 CONSUMABLES TO BE ARRANGED BY CONTRACTOR

(The list is indicative only and not exhaustive)

01. Kerosene oil.
02. Rustolene.
03. Grease/Graphite Grease.
04. Hacksaw Blades.
05. Waste cloth/Cotton.
06. Marking/lint free cloth/Muslin.
07. Asbestos cloth/Asbestos cord.
08. Holdtite/shellac/Gasket sealing compound.
09. Lead wire 1.0 m/1.5 mm/0.5 mm.
10. Liquid soap.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

11. Carborandum grinding paste coarse/fine/Diamond lapping paste.
12. Emery papers/Rolls.
13. Cutoff wheels.
14. Grinding wheels.
15. Oil stones, Mounted wheels, rotary cutters.
16. D. P. test chemicals.
17. Gas Cylinders for cutting/welding.
18. Chalk pieces, marking pens, thermo chinks upto 400c
19. Insulation tape, Johnson Tapes.
20. Sander discs and wheels.
21. Polyethylene sheets.
22. Araldite, M. Seal, Instabond, Dendrite.
23. CRC 2-26, white spirit.
24. Electric fuse wire, cables for the connections
25. 2.5 mm² Cu cable (flexible) of 200 mtr. Length.
26. Ortho phosphoric acid
27. CRC Lectra-clean.

NOTE:

The above list is only indicative for specified work & not exhaustive. Arrangement for any other consumables required for completion of the job shall be the responsibility of the contractor & shall be arranged by him.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – V: Quality Requirements

QUALITY REQUIREMENT

- Various inspection/ quality control / quality assurance procedure/ methods at various stages will be as per BHEL/ customer quality control procedure/ codes/ IBR and other statutory provisions and as per BHEL Engineer's instructions.
- Preparation of quality assurance log sheets and protocols with customer's engineers, welding logs, other quality control and quality assurance documentation as per BHEL Engineer's instructions, is within the scope of work/ specification.
- A daily log book should be maintained by Area In-charge of contractor on the job incorporating erection / alignment / welding clearance /radiography / progress of work etc. and the same shall be submitted to BHEL. Also, daily reports shall be submitted to BHEL.
- All the important measurements like pre-assembly checking of alignment leveling/ centering work etc. shall be recorded in the daily log book with sketches based on BHEL drawings indicating readings/ measurements actually taken and signed by BHEL/ Customer/ Contractor representatives.
- The inspection/measuring and testing equipments should be of brand, quality and accuracy, as specified by BHEL engineer and should have valid calibration certificates traceable to national/international standards.
- Total quality is the watchword of the work and contractor shall strive to achieve the quality standards, procedures laid down by BHEL. He will follow the instructions as per BHEL drawings and quality standards.
- The welder's performance will be reviewed from time to time as per the BHEL/ IBR standards and any welder not performing to the standards set by BHEL/ IBR standards will be removed from working, Contractor shall arrange for the alternate welders immediately.
- **STAGE INSPECTION BY BHEL / CUSTOMERS ENGINEERS**
Apart from day-to-day inspection/ stage inspection of equipments by BHEL engineers, the equipments may be checked at various stages by customer's engineers and quality assurance teams. Contractor shall arrange all labour, tools/tackles etc. for such inspections free of cost.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – VI: Terms of Payment

6.1 TIME SCHEDULE & MOBILIZATION

6.1.1 INITIAL MOBILIZATION:

After receipt of fax LOI, Contractor shall discuss with Project Manager / Construction Manager/BHEL Site In charge regarding mobilization. A Full-fledged team with T&P shall be mobilized **within 03 days on receipt of LOI or BHEL intimation.**

6.1.2 MOBILIZATION FOR ERECTION, TESTING, ASSISTANCE FOR COMMISSIONING, OVERHAULING ETC.

The activities for installation & commissioning shall be started as per directions of Site In-charge of BHEL. Contractor shall mobilize further resources (in addition to those required for activities under clause no. 6.1.1) as per requirement to commence the work of Installation & commissioning of ESP field 1C11 internals for Unit-1, 800MW NTPC Lara (Chhattisgarh) and progressively augment the resources to match schedule of the project.

INSTALLATION AND COMMISSIONING TIME SCHEDULE IS THE ESSENCE OF THIS CONTRACT. SUBCONTRACTOR SHOULD COMPLETE ALL WORK WITHIN 40 DAYS (FROM START OF WORK TO COMPLETION OF WORK & SUCCESSFUL CHARGING OF FIELD) OF TIGHT SCHEDULE.

START DATE SHALL BE CERTIFIED BY BHEL SITE INCHARGE.

As informed by Customer M/s. NTPC Lara, Unit shut-down tentatively scheduled from 15th September 2024.

After completion of the work, contractor shall complete all contractual obligations viz, material reconciliation, HR clearances, Labour clearances, other statutory clearance & submit the final bill etc, w.r.t. the completed work of 01 field. **Statutory HR Documents for the month must be submitted by the 15th day of the following month.**

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – VII: Payment Terms

7.1 Payment Terms

1. 90% on completion mobilization, ESP installation & commissioning of ESP field & submission of Documents like Insurance & Labour License, Indemnity bond to be submitted along with first bill.
2. 10% on completion of successful charging of fields and payment of all dues and submission of all the documents like No Dues certificate from Customer, HR clearance, EPF challan, Insurance, Labour License, Labour Payment sheets, proof of payment of GST, Indemnity Bond to be submitted along with final bill etc.

Note 1:

1. Penalty of 1% per day of the total contract value will be levied for improper mobilization of man power and 1% per day for T & P and consumables separately subject to maximum 10% of the contract value shall be deducted from contractor 's bill
2. While submitting the invoices, Vendor should mention their Bank Account No. on each of their invoices for the purpose of making e-payment.
3. The bill due for payment shall be submitted to the Engineer in-charge of BHEL **along with documentation of Refund of Retention Money Format No. F24 (Rev 00)** (revised format is attached in VOL I BCD 'forms and procedure') at site for necessary verification and processing through proper channel.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VIII: TAXES AND DUTIES

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

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

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VIII: TAXES AND 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

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VIII: TAXES AND DUTIES

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

14. **TDS under Income Tax shall be deducted at prevailing rates on gross invoice value from the running bills unless exemption certificate from the appropriate authority/ authorities is furnished.**
15. **TDS under GST shall be deducted at prevailing rates on applicable value from the running bills.**
16. **TCS under Income Tax 1961 has been implemented with effect from 1st October 2020 for every seller having turnover more than threshold limit during financial year immediately preceding financial year in which the sale of goods is carried out, who receives any amount as consideration for sale of any goods of the value or aggregate of such value exceeding threshold limit other than export of goods or who is already covered under other provision of section 206C, collect from the buyer, TCS as per applicable rates of the sale consideration exceeding threshold limit subject to following conditions**
 - B**
 - i. **uyer 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.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VIII: TAXES AND DUTIES

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

ANNEXURE-1

State wise GSTIN no.s of BHEL

Sl. No	Projects under state	GSTIN
1	Andhra Pradesh	37AAACB4146P7Z8
2	Bihar	10AAACB4146P1ZU
3	Chhattisgarh	22AAACB4146P1ZP
4	Gujarat	24AAACB4146P1ZL
5	Jharkhand	20AAACB4146P5ZP
6	Madhya Pradesh	23AAACB4146P1ZN
7	Maharashtra	27AAACB4146P1ZF
8	Orissa	21AAACB4146P1ZR
9	Telangana	36AAACB4146P1ZG

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter-IX: Schedule of Rates & Quantities

Sch no.	Description of Work	UOM	QTY	Percentage
1	INSTALLATION & COMMISSIONING OF ESP FIELD 1C11	LS	01	94%
2	ARRANGEMENT OF SAFETY ENGINEERS ALONG WITH COMPLIANCE OF ALL HSE REQUIREMENTS	LS	01	6%
TOTAL Lump-sum value to be quoted by the bidder in VOL II Price Bid			100%	