

# **E-TENDER SPECIFICATION**

**E-Tender Specification Number**

**BHE/PW/PUR/TALCHER - CRT & NDT/3060**

**FOR**

**Carrying out Computed Radiography Testing (CRT) and supervision of NDT services through engaging NDT & Heat-treatment professional services jointly with BHEL's Erection Agency, BHEL, Customer, etc. for 2X660 MW Talcher TPS on 'F.O.R.' Destination Basis.**

## **VOLUME I – TECHNICAL BID**

**THIS TENDER SPECIFICATION CONSISTS OF:**

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



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

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Volume No	Description	Hosted in website ww.bhel.com (Briefly) and detailed in BHEL e-Procurement Portal as files titled
NIL	Tender Specification Issue Details	(Part of <b>Vol-I-A-3060</b> )
NIL	Notice Inviting Tender	(Part of <b>Vol-I-A-3060</b> )
I-A	Technical Conditions of Contract	Vol-I-A-3060
<del>I-B</del>	<del>Special Conditions of Contract</del>	<del>(Part of Vol-I-BCD-3060)</del>
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# **E-TENDER SPECIFICATION**

<b>E-Tender Specification Number</b>
<b>BHE/PW/PUR/TALCHER - CRT &amp; NDT/3060</b>

**FOR**

**Carrying out Computed Radiography Testing (CRT) and supervision of NDT services through engaging NDT & Heat-treatment professional services jointly with BHEL's Erection Agency, BHEL, Customer, etc. for 2X660 MW Talcher TPS on 'F.O.R.' Destination Basis.**

EARNEST MONEY DEPOSIT: Refer Notice Inviting Tender

LAST DATE FOR TENDER SUBMISSION      Refer Notice Inviting Tender

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

M/s. ....

.....

PLEASE NOTE:  
THESE TENDER SPECS DOCUMENTS ARE NOT TRANSFERABLE.

For Bharat Heavy Electricals Limited

**AGM (Purchase)**

Place: Nagpur

Date:

3060

# NOTICE INVITING TENDER

Bharat Heavy Electricals Limited



**BHEL PSWR  
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Date: 09-01-2025

**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/TALCHER - CRT & NDT/3060	
ii	Broad Scope of job	Carrying out Computed Radiography Testing (CRT) and supervision of NDT services through engaging NDT & Heat-treatment professional services jointly with BHEL's Erection Agency, BHEL, Customer, etc. for 2X660 MW Talcher TPS on 'F.O.R.' Destination Basis.	
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	Tender documents will be available for downloading from BHEL website ( <a href="http://www.bhel.com">www.bhel.com</a> ) or e-procurement portal ( <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a> ) as per schedule below: <b>Start: 09/01/2025, Time :09:00 Hrs</b> <b>Closes: 20/01/2025, Time : 13:00 Hrs</b> Brief information of the tenders shall also be available at central public procurement portal. ( <a href="https://eprocure.gov.in/epublish/app">https://eprocure.gov.in/epublish/app</a> )	Applicable
v	DUE DATE & TIME OF OFFER SUBMISSION	<b>Date: 20/01/2025, Time : 13:00 Hrs</b> The bidder should submit their offer online only in e-Procurement portal at <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a>	Applicable

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

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S No.	ISSUE	DESCRIPTION	
		<p><b><u>Bidders are requested to upload their offer well in advance in order to avoid last minute congestion at this website.</u></b></p> <p>Hard copy bid or bids through E-mail / fax shall not be accepted.</p>	
vi	<b>OPENING OF TENDER (Techno-Commercial Bid)</b>	<p><b>Date: 20/01/2025, Time : 17:00 Hrs</b></p> <p>Notes: (1) In case the due date of opening of tender becomes a non-working day, then the due date &amp; time of offer submission and opening of tenders get extended to the next working day. (2) Bidder may depute representative to witness the opening of tender. For e-Tender, Bidder may witness the opening of tender through e-Procurement portal only.</p>	Applicable
vii	<b>EMD AMOUNT</b>	<p><b>--NIL--</b></p> <p><b><del>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</del></b></p>	Not Applicable
viii	<b>COST OF TENDER</b>	<i>NIL</i>	Not Applicable
ix	<b>LAST DATE FOR SEEKING CLARIFICATION</b>	<p><b>One day before due date of offer submission.</b> Along with soft version also, addressing to undersigned &amp; to others as per contact address given below:</p> <p>1) Name: Subhransu Moharana Designation: Engineer Deptt: Purchase Email: <a href="mailto:moharana@bhel.in">moharana@bhel.in</a> Mobile-9425402649</p> <p>2) Name: Biraj Roy Designation: Sr. Manager Deptt: Purchase Email: <a href="mailto:biraj@bhel.in">biraj@bhel.in</a> Mobile-9587886706</p> <p>3) Name: P. K. Nagendra Designation: AGM Deptt: Purchase Email: <a href="mailto:pn@bhel.in">pn@bhel.in</a></p> <p><b>Address: Floor no. 5 &amp; 6, Shree Mohini Complex, 345 Kingsway, Nagpur-440001</b></p>	Applicable
x	<b>SCHEDULE OF Pre Bid Discussion (PBD)</b>	-----	<b>Not Applicable</b>

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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.)	<b>Not Applicable</b>
xii	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage ( <a href="http://www.bhel.com">www.bhel.com</a> -->Tender Notifications →View Corrigendum), Central Public Procurement portal ( <a href="https://eprocure.gov.in/epublish/app">https://eprocure.gov.in/epublish/app</a> ) & on e-tender portal <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a> and <b>not in the newspapers</b> . Bidders to keep themselves updated with all such information.	

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

3.0 Not Used

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

For Electronic Fund Transfer the details are as below -:

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

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

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

5.0 **Procedure for Submission of Tenders:**

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

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

**Documents Comprising the e-Tender**

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

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

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

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

**b. Price Bid:**

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

**Note:**

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

**DO NOT'S**

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

**Digital Signing of e-Tender**

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

**The Requirement:**

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

BHEL has finalized the e-procurement service Provider:-

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

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

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

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

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0120-4001 002

0120-4200 462

0120-4001 005

0120-6277 787

1. Peter Raj, NIC, Ph: 9942069052

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

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

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

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

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

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

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

Sl. no.	Description	Remarks
	<b>Part-I A</b>	
	<p><del><b>ENVELOPE – I superscribed as:</b></del>  <del>PART I (TECHNO COMMERCIAL BID)</del>  <del>TENDER NO :</del>  <del>NAME OF WORK :</del>  <del>PROJECT:</del>  <del>DUE DATE OF SUBMISSION:</del></p> <p><del><b>CONTAINING THE FOLLOWING:-</b></del></p>	
i.---	<del>Covering letter/Offer forwarding letter of Tenderer.</del>	
ii.---	<p><del>Duly filled in 'No Deviation Certificate' as per prescribed format to be placed after document under sl no (i) above.</del></p> <p><del><b>Note:</b></del></p> <p style="padding-left: 20px;"><del>a. In case of any deviation, the same should be submitted separately for technical &amp; commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be placed after document under sl no (i) above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained.</del></p> <p style="padding-left: 20px;"><del>b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding.</del></p> <p style="padding-left: 40px;"><del>i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL</del></p> <p style="padding-left: 40px;"><del>ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender</del></p>	
iii.---	<del>Supporting documents/ annexure/ schedules/ drawing etc. as required in line with Pre-Qualification criteria.</del>	

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

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

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

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

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	<input type="checkbox"/> Envelopes II	
	<input type="checkbox"/> Envelopes III	

- **SPECIAL NOTE: All documents/ annexures to be submitted should be uploaded in respective places in the E-Tender portal as per the list mentioned given in this NIT. BHEL shall not be responsible for any incomplete 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 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.
- 10.0 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.
- 11.0 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.
- 12.0 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc. or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer, else BHEL's interpretation shall prevail.
- 13.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
- 14.0 ~~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.~~

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

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

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

Note:

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

Details of contact person(s):

<b>Name:</b>	AGM (Purchase)	Subhransu Moharana / Engineer (Purchase)
<b>Dept:</b>	Purchase Department	
<b>Address:</b>	Floor No. 5 & 6, Shreemohini Complex, 345 Kingsway, Nagpur 440001	
<b>Email:</b>	<a href="mailto:pn@bhel.in">pn@bhel.in</a>	<a href="mailto:moharana@bhel.in">moharana@bhel.in</a>
<b>Phone:</b>	0712-2858633	9425402649

15.0 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.

16.0 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.

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

18.0 **Reverse Auction:** "BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com)) (<https://www.bhel.com/guidelines-reverse-auction-2024>) 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."

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

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

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- 20.0 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.
- 21.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 22.0 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:
- 22.1 ~~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.~~
- 22.2 ~~'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.~~
- 22.3 ~~Number of partners for a Consortium Bidding (or Technical Tie up) including Prime Bidder shall be NOT more than 3 (three).~~
- 22.4 ~~Prime Bidder shall be as specified in the Pre-Qualification Requirement, else the bidder who has the major share of work.~~
- 22.5 ~~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.~~
- 22.6 ~~Prime Bidder shall comply with additional "Technical" criteria of PQR as defined in 'Explanatory Notes for the PQR'.~~
- 22.7 ~~Prime Bidder shall comply with all other Pre-Qualifying criteria for the Tender unless otherwise specified~~
- 22.8 ~~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.~~
- 22.9 ~~Prime Bidder shall be responsible for the overall execution of the contract.~~
- 22.10 ~~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.~~
- 22.11 ~~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.~~

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~~22.12 In case Prime Bidder withdraws or insolvency / LDation / 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.~~

~~22.13 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.~~

~~22.14 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.~~

~~22.15 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.~~

23.0 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.

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

25.0 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.

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

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

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

**27.1.1 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.

**27.1.2 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

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act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

- (ii) The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.
- (iii) The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

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

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

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

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

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

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

29.0 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.

30.0 **PREFERENCE TO MAKE IN INDIA: THIS TENDER IS RESERVED FOR CLASS I LOCAL SUPPLIER. MINIMUM 50% LOCAL CONTENT REQUIRED FOR MII COMPLIANCE.**

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

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

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

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

Explanation

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

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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.

31.0 ~~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.~~

32.0 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.

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

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

34.0 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. General Conditions of Contract (GCC) —Volume-1C
- f. 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

(AGM - Purchase)

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**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 regarding insolvency/ liquidation/ bankruptcy proceedings
- 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

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[Annexure-1](#)

**PRE QUALIFYING CRITERIA**

<b>E-Tender Spec No: BHE/PW/PUR/TALCHER - CRT &amp; NDT/3060</b>	
<b>JOB</b>	<b>Carrying out Computed Radiography Testing (CRT) and supervision of NDT services through engaging NDT &amp; Heat-treatment professional services jointly with BHEL's Erection Agency, BHEL, Customer, etc. for 2X660 MW Talcher TPS on 'F.O.R.' Destination Basis.</b>

**I. Technical PQR**

**✚ For CRT**

The bidder should have successfully carried out CRT in power plant/industries in last 7 years till 31<sup>st</sup> March 2024 with following criteria:

- a. Shall have executed three inspection WO/POs costing not less than Rs.8.58 Lakhs  
(or)
- b. Shall have executed two inspection WO/POs costing not less than Rs.10.73 Lakhs.  
(or)
- c. Shall have executed one inspection WO/POs costing not less than Rs.17.16 Lakhs.

The above values are excluding applicable GST.

**✚ For Supervision**

Bidder must have carried out **NDT & Heat Treatment activity (i.e. inspection certification etc.) for project, industry, refinery etc.** during last 7 years as on latest date of offer submission.:

- a. Shall have executed three similar type WO/PO costing not less than Rs.8.3 Lakhs  
(or)
- b. Shall have executed two similar type WO/PO costing not less than Rs.10.46 Lakhs.  
(or)
- c. Shall have executed one similar type WO/PO costing not less than Rs.16.74Lakhs.

The above values are excluding applicable GST.

Following documents shall be submitted along with the technical bid in support of Technical PQR above:

- i. LOA/WO/PO of Customer.
- ii. Sample copies of Inspection reports corresponding to executed LOA/WO/PO
- iii. Work completion certificate from Customer

**Note:**

- i) Bidder should submit all the documents as asked in the Technical PQR else the bid shall be treated as incomplete and shall be liable to be rejected during evaluation.

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- ii) Bidder should submit PO copy as a proof of supply/experience as per PQR which shall be cross verified from the end user. In case PO couldn't be verified, bid shall be treated as incomplete and shall be liable to be rejected during evaluation.

**II. Financial PQR: For CRT & Supervision**

Bidders must have achieved an average **Annual Financial Turnover (Audited) of Rs. 6.0 Lac** or more (**For each CRT & Supervision**), over the last three Financial Years (FY) i.e. **FY 2021-2022, 2022-23 & 2023-24**.

**Audited Financial documents of FY 2021-2022, 2022-23 & 2023-24** shall be furnished in support of Turnover and this requirement shall supersede other Turnover parameters cited elsewhere. 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. In case of audited Financial statements have not been submitted for all the three years as indicated against Financial Turnover QR (Qualifying requirement) above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years i.e. total divided by three.

**III. ~~Relaxation in Pre-Qualifying Requirement (PQR) for Micro and Small Enterprises (MSE's) and Start-ups:~~**

- i. ~~**Technical Pre-Qualifying Requirement (PQR) for prior experience:** The technical pre-qualifying requirements, is relaxed by 50% (quantities or amount) of the original Pre-Qualifying Requirement specified in the tender (round off to the higher limit or number. Further, if the required quantity as per Original PQR is only one (1), then relaxed PQR shall also remain the same, since quantity is non-divisible in this case.)~~
- ii. ~~**Financial Pre-Qualifying Requirement (PQR) including Turnover:** The financial pre-qualifying requirements is relaxed by 50% of the original Pre-Qualifying Requirement specified in the tender.~~
- iii. ~~Other Pre-Qualifying requirements such as Machineries, BIS, or any form of licenses or customer approval or requirements other than stated in Point no. (a) and (b) above, shall remain the same for all bidders.~~
- iv. ~~Definition of Start-up shall be in line with Gazette Notification No DL 33004/99 dated 19.02.2019 and subsequent amendments, if any.~~
- v. ~~Bidder has to submit Factory details list of Plant and Machinery, Manufacturing facilities, quality control details, List of manpower etc. as per format attached.~~

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

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**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	<b>EMD DETAILS</b>	DD No: _____ Date : _____ Bank : _____ Amount: _____ <u>Please tick (✓) whichever applicable:-</u> <b>ONE TIME EMD / ONLY FOR THIS TENDER</b>
5	Validity of Offer	TO BE VALID FOR SIX MONTHS FROM DUE DATE
		APPLICABILITY (BY BHEL)
		ENCLOSED BY BIDDER
6	Whether the format for compliance with <b>PRE QUALIFICATION CRITERIA</b> (ANNEXURE-1) is understood and filled with proper supporting documents referenced in the specified format	<b>Applicable</b>
7	Audited profit and Loss Account for the last three years	<b>Applicable/Not Applicable</b>
8	Copy of GST & PAN Card	<b>Applicable/Not Applicable</b>
9	Whether all pages of the Tender documents including annexures, appendices etc. are read understood and signed	<b>Applicable/Not Applicable</b>
10	<del>Integrity Pact</del>	<b>Applicable/Not Applicable</b>
11	Offer Forwarding Letter / Tender Submission Letter	<b>Applicable/Not Applicable</b>
12	Declaration by Authorized Signatory	<b>Applicable/Not Applicable</b>
13	No Deviation Certificate	<b>Applicable/Not Applicable</b>

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

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

**DATE :**

**AUTHORISED SIGNATORY**

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

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**Annexure-3**

**Certificate by Chartered Accountant on letter head**

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

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

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

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

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

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

~~Or~~

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

~~Or~~

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

~~Date:~~

(Signature)

Name:

Membership Number:

Seal of the Chartered Accountant

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[Annexure-4](#)

**Reverse Auction Process Compliance Form**

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

To

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

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

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the RFQ document for {Items} against BHEL enquiry/ RFQ no. { BHE/PW/PUR/TALCHER - CRT & NDT/3060} dt. {.....}

This letter is to confirm that:

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

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

With regards

Signature with company seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

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

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[Annexure-5](#)

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

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

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[Annexure-6](#)

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

**To**

- M/s. Service provider
- Postal address

CC: M/s BHEL  
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/TALCHER - CRT & NDT/3060} dt.{...}**

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

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

The price break-up is as given below.

Total

=====

- Rs. in value & in words

=====

Yours sincerely,

For \_\_\_\_\_

**Name:**  
**Company:**  
**Date:**  
**Seal:**

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[Annexure-7](#)

**INTEGRITY PACT**

**Between**

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

**and**

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

**Preamble**

~~The Principal intends to award, under laid-down organizational procedures, contract/s for E-Tender Spec No: BHE/PW/PUR/TALCHER - CRT & NDT/3060 (Job Description: Carrying out Computed Radiography Testing (CRT) and supervision of NDT services through engaging NDT & Heat-treatment professional services jointly with BHEL's Erection Agency, BHEL, Customer, etc. for 2X660 MW Talcher TPS on 'F.O.R.' Destination Basis.)~~

(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~~

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penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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

~~2.1 – The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commits himself to observe the following principles during 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

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~~tender process, terminate the contract, if already awarded, exclude from future business dealings and/ or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.~~

**~~Section 4 – Compensation for Damages~~**

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

**~~Section 5 – Previous Transgression~~**

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

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

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

**~~Section 7 – Criminal Charges against violating Bidders/ Contractors /Subcontractors~~**

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

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

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

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

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- 8.10 — ~~If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code / Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.~~
- 8.11 — ~~After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs. Issues like warranty/ guarantee etc. shall be outside the purview of IEMs.~~
- 8.12 — ~~However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.~~
- 8.13 — ~~The word 'Monitor' would include both singular and plural.~~

**Section 9 - Pact Duration**

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

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

**SUBHRANSU MOHARANA  
ENGINEER-PURCHASE  
BHEL-PSWR-NAGPUR**

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For & On behalf of the Principal \_\_\_\_\_ For & On behalf of the Bidder/ Contractor

(Office Seal) \_\_\_\_\_

(Office Seal) \_\_\_\_\_

Place \_\_\_\_\_

Date \_\_\_\_\_

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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**[Annexure-8](#)**

**UNDERTAKING**

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

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

Dear Sir/Madam,

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

**Ref:** NIT/Tender Specification No: BHE/PW/PUR/TALCHER - CRT & NDT/3060

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

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

Place:

Date:

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**[Annexure-9](#)**

**DECLARATION**

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

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

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

Dear Sir/ Madam,

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

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

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

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

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

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[Annexure-10](#)

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

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

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

Dear Sir,

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

**Ref:** 1) NIT/Tender Spec No: BHE/PW/PUR/TALCHER - CRT & NDT/3060,  
2) All other pertinent issues till date

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

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

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

...  
...  
...

Thanking you,  
Yours faithfully,

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

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

**Note:**

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

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**Annexure-11**

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

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

---

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

Dear Sir,

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

**Ref:** 1) NIT/Tender Spec No: BHE/PW/PUR/TALCHER - CRT & NDT/3060,  
2) All other pertinent issues till date

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

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

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

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

Thanking you,  
Yours faithfully,

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

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

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[Annexure-12](#)

**IMPORTANT INFORMATION**

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

**Postal Address:**

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

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

Engineer Purchase, Email: [moharana@bhel.in](mailto:moharana@bhel.in), Ph: +91-9425402649

Sr. Manager Purchase, Email: [biraj@bhel.in](mailto:biraj@bhel.in), Ph: +91-9587886706

AGM Purchase, Email: [pn@bhel.in](mailto:pn@bhel.in) , Ph: +91- 712-2858604

1. **Refer the abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' which is available at [www.bhel.com](http://www.bhel.com) on "supplier registration page" at the following link: [https://www.bhel.com/sites/default/files/suspension\\_guidelines\\_abridged.pdf](https://www.bhel.com/sites/default/files/suspension_guidelines_abridged.pdf)**
2. ~~"Pradhan Mantri Kaushal Vikas Yojna: The contractor shall, at all stages of work deploy skilled/semi-skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute/Industrial Training Institute/ National Institute of Construction Management and Research (NICMAR), National Academy of Construction, CIDC or any similar reputed and recognized Institute managed/ certified by State/ Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/semi-skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer in Charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer in Charge. Failure on the part of contractor to obtain approval of Engineer in Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate of Rs.100 per such tradesman per day. Decision of Engineer in Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding".~~
3. **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,

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this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; or

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

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

**or**

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

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

**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 GCC**

"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. SECURITY DEPOSIT (5% of the Contract Value) – Applicable as per Cl. 1.10 of GCC.**

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

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

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

"Bank Guarantee issued by:

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

State Bank of India  
ABN Amro Bank N.V.  
Bank of Baroda  
Canara Bank  
Citi Bank N.A.  
Corporation Bank  
Deutsche Bank  
HDFC Bank Ltd.  
The Hongkong and Shanghai Banking Corporation Ltd  
ICICI Bank Ltd.  
IDBI Ltd.

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Punjab National Bank  
Standard Chartered Bank  
State Bank of Travancore  
State Bank of Hyderabad  
Syndicate Bank

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

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

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

*In continuation to Clause 18.0 of NIT (Notice Inviting Tender) following are the broad terms and conditions of Reverse Auction:*

*"BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com)) (<https://www.bhel.com/guidelines-reverse-auction-2024>) 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. *In case of enquiry through e-procurement the sealed electronic price bid (e-bid) is to be treated as sealed envelope price bid.*
2. *Reverse Auction will be conducted if two or more bidders are techno-commercially qualified.*
3. *Wherever RA is opted in a tender, the techno-commercially qualified H1 will not be allowed to participate in RA. In case more than one H1 bidder quote the same rate, the Price Offer received last, as per the time log of the Portal, shall be removed first, on the principle of last in, first out by the system.*
4. *However, H1 will be allowed to participate in RA in the following cases:*
  - a) *If number of techno-commercially qualified bidders are only 2 or 3.*
  - b) *In case Primary product of only one OEM is left in contention for participation in RA on elimination of H1.*
  - c) *For cases where there are more than 3 techno-commercially qualified bidders, if lowest bidder in sealed price bid is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE lowest bidder.*
  - d) *For cases where there are more than 3 techno-commercially qualified bidders, if lowest bidder in sealed price bid is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII lowest bidder.*

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10. 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
11. **Price Variation Compensation:** Cl no 2.17 of GCC - **Not Applicable**
12. **Overrun compensation:** Cl no. 2.12 of GCC - **Not Applicable**
13. **Interest bearing recoverable advances:** Cl no. 2.13 of GCC - **Not Applicable**
14. **Performance Guarantee of Workmanship for the work done / Defect liability period:** Cl No. 2.24 of GCC - **Not Applicable.**
15. **Liquidated damages/Penalty:** Penalty applicable as per TCC and LD as per Cl no. 2.7.9 of GCC,
16. **Delivery Terms:** Contractor/Suppliers shall quote the rates on F.O.R. Destination Basis only. Offers other than F.O.R. Destination Basis will not be accepted by BHEL.
17. **Duration of Contract:** 24 Months from the date of start of work (+/-6months). The date of start of work shall be date on which BHEL/Site shall ask for mobilization of resources.
18. **Delivery/Deployment Schedule:** Contractor/Supplier is under obligation to deploy within 15 days as per written intimation from site PD/CM/BHEL.
19. **Consignees/Reporting Officer:**

Sl. No	Consignee/Reporting Officer	Address	a. CRT Quantity	b. NDT Supervision Quantity
1.	Construction Manager	Bharat Heavy Electricals Limited Site Office, 2X660 MW NTPC Talcher Project, District: Angul, Odisha- 759107	3178 Nos.	48 Man-Month (2 Nos Professional required for 24 months for Supervision of all NDT & Heat-Treatment activity of Talcher Site for U#1)

20. **Quantity Variation:**  $\pm 25\%$
21. **Evaluation Method:** Item wise Evaluation
22. **Payment Terms:** As per TCC
23. **Modality of Award for (a) CRT & (b) NDT Supervision:** Price-bid evaluation of individual Item against (a) CRT & (b) NDT Supervision will be done. Based on individual Item-wise Price bid evaluation, L-1 bidder of respective Item (a) CRT & (b) NDT Supervision shall be awarded.

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**Annexure-13**

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

**To,**

AGM/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/TALCHER - CRT & NDT/3060**

**JOB Description :**

Carrying out Computed Radiography Testing (CRT) and supervision of NDT services through engaging NDT & Heat-treatment professional services jointly with BHEL's Erection Agency, BHEL, Customer, etc. for 2X660 MW Talcher TPS on 'F.O.R.' Destination Basis.

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:

3060

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

BHARAT HEAVY ELECTRICALS LIMITED



# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## 1. Description:

- (i) To engage professional NDT service Agency for conductance Computed Radiography Testing (CRT) on welded joints of Boiler pressure parts, piping circuits etc. of Unit-1 for 2x660MW NTPC Talcher Project.
- (ii) To engage NDT & Heat-treatment professionals for Supervision of NDT services & Heat Treatment services jointly with BHEL's Erection Agency, BHEL, Customer etc. for welded joints of Boiler pressure parts, piping circuits etc. of Unit-1 for 2x660MW NTPC Talcher Project.

## 2. Project Information:

SI	Description	Details
1	Project Title	2X660 MW Talcher Thermal Power Station
2	Customer	National Thermal Power Corporation Limited (NTPC Limited)
3	Location	The proposed site is at a distance of about 4 km from Talcher town and about 25 km from district headquarters Angul in Odisha state, India.
4	Nearest Railway Station	Talcher is on Talcher-Cuttack section of North Eastern Railway (renamed East Coast Railway) at about 2 Km. However, a small railway station named 'Talcher Thermal' is located near project boundary.
5	Nearest Airport	Bhubaneswar ( approx.. 150Km by road)
6	Access By Road / Major Cities	The area is accessible by NH-23 (renamed NH-149) at about 1 km.
7	Temperature	Mean of daily minimum temperature = 15.1°C Mean of daily maximum temperature = 39.8°C
8	Seismic Zone	The project site lies in zone III as defined in IS: 1893.
9	Wind Speed	Design wind speed is 50 m/sec as per IS: 875 Part III

**Note: Above information furnished are for general guidance. However, participating NDT Agency may visit project site to and appraise themselves about site conditions and infrastructure.**

## 3. Project Specific Requirements:

3.1	Total quantum of work	<b>Refer Annexure-I for quantum of work</b> Quantity variation may be +/-25% over the actual quantity
3.2	Applicable Ref. Documents	BHEL NDT Manual, Tender Conditions of contract, BHEL/NTPC Specification, Amendment, Erection Welding Schedule(EWS), NTPC approved FQP, Procedures, National/International standards etc.
3.4	Contract Period	24 Months from the date of start of work (+/-6months). The date of start of work shall be date on which BHEL/Site shall ask for mobilisation of resources.
3.5	Resources	Agency to ensure mobilisation of all required resources well in advance, immediately after receipt of LOI/WO/Site instruction. All essential activities mandatorily needed shall be completed before start of work.
3.6	Shift Timings	Agencies manpower & other resources are needed on continuous basis during the entire period of the contract. Hence, NDT Agency to ensure availability adequate manpower/other resources round the clock at Site.
3.7	Manpower for CRT	Following is minimum requirement of manpower. However, Agency to deploy adequate manpower for ensure round the clock operation. <ol style="list-style-type: none"> <li>a. 1 no RSO</li> <li>b. 2 no RT level-II personnel from ASNT with knowledge on CRT</li> <li>c. Sufficient no. of helpers for conducting CRT (min 1no. per source/machine)</li> <li>d. Supervisors &amp; data operators.</li> <li>e. Other supporting staff as per requirement</li> </ol> As CRT is a new technique being deployed, it is proposed that main contractor can engage/deploy sub agency with prior intimation to BHEL before award of work.

## TECHNICAL CONDITIONS OF CONTRACT (TCC)

3.8	Professional for Supervision of all NDT & Heat-Treatment activity of Talcher Site for U#1	<p>2 Nos. with Level-II qualification in Visual, DP, MPI, UT, RT with experience in review of Heat-treatment Charts/verify the process parameters/Processes conducted at Site.</p> <p>The professional shall be Diploma/degree holder in Mechanical, Metallurgical, production etc. with minimum 7-years of experience (For Degree) and 10 years of experience (For Diploma) in the required field (NDT &amp; Heat-Treatment).</p> <p>Minimum 1 No. of Supervisors per Shift shall be available and their deployment shall be at the discretion of BHEL.</p>
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- 4 **Quality room/office:** Porta cabin for setting up Quality Room shall be provided by BHEL at Site. NDT Agency shall establish office/Quality control room for review of NDT results & other requirement such as furniture's, computers, viewers, ACs, fans, etc.
- 5 **Power/Water supply:** For office, single point source for power & water shall be provided by BHEL till porta cabin. The further distribution cabling, piping etc. is in agencies scope. The electricity will be on chargeable basis for office requirement. The electricity supply for conducting NDT will be provided by BHEL till the radiography area for equipment connectivity.
- 6 **Pit room (As applicable):** In the scope of Agency
- 7 **Scaffolding It will be provided by BHEL free of cost through Erection Agency for carrying out NDT.**
- 8 **Provision for Computed/digital viewing:** Agency to arrange all required equipment, instruments, reference radiographs etc. for review of RT image.
- 9 **Data storage/maintenance:** Agency shall have provision for storage and maintenance of test records/ data and shall be accessible to BHEL/NTPC. The data shall be easily traceable whenever needed for verification/reviewing.
- 10 **Surface preparation for NDT:** Buffing, cleaning/finishing, joint preparation etc. for NDT is in the scope of erection Agency. However, NDT Agency shall have minimum facility available when to meet the joint preparation to their satisfaction at Site.
- 11 The credentials of NDT personnel & RSO with experience certificate shall be submitted for BHEL/client approval before start of work with supporting documents.
- 12.0 **Computed Radiographic Testing (CRT):** Computed Radiography Inspection shall be performed in accordance with the requirements of BHEL NDT manual / applicable ASME/ EWS / Welding Manual/ Contract condition/approved Procedure (as applicable). Generally, as per prevalent practices, only Gamma ray source are being used at Site for radiographic testing (for conventional or computed RT). Hence, Agency to provide minimum 2Nos. Gamma Ray sources minimum 60 Curie in each source. However, it is mandatory for Agency to arrange more no. of sources when needed in during increased work load for milestone achievement. As the curie decay takes place over a period of time, the Agency has to replace the same immediately as & when demanded by BHEL/Customer without any delay. Agency to meet all safety norms throughout the period of contract. The construction of RT source pit and movement of source, source camera, other accessories etc. to the place of inspection is in the scope of Agency.
- 12.1 **Radiography team for conduction CRT:** Agency shall engage adequate number of qualified personnel (Refer Cl 3.7 of TCC) required to perform radiography at site. The RSO shall be qualified through BARC/ AERB. All radiography personnel working with radiation device shall have TLD batches. All statutory approvals required to perform RT/CRT shall be arranged by Agency.
- 12.2 **CRT Equipment:** The Agency shall have computed radiography scanner and recording media to perform digital radiography of boiler components, weld joints, etc. The system shall consist of CR scanner, high-definition display device, connecting cables and CR workstation with latest review and post processing software. Inspection shall be performed in accordance with ASME Section V Article 2 along with Mandatory appendix VIII requirements.
- 12.3 **CR Scanner:** The scanner shall have following minimum features:
  - a. Scanner shall be portable for independent use to acquire raw data from IP plates.
  - b. It shall have basic spatial resolution of 50 microns or better and built in erasing feature.

## TECHNICAL CONDITIONS OF CONTRACT (TCC)

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- c. Scanner must be capable to scan image plates of at least 14-inch width size.
- d. Scanning capture / grey level shall be 16 bit or better for higher sensitivity
- e. It shall comply with the requirements of ASME (Sec-V, Article-2), EN 14784-1 or ASTM 2445 or EN 2446-06 or ISO 17636-2 specifications or National / International Standards.
- f. Provision for output in each of the image formats-DICONDE, TIFF, PEG etc.
- g. Provision for PC connectivity
- h. Scanner should be BAM Certified
- i. Capability to operate in ambient conditions (at least up to 35°C) and shall be rugged enough to work in industrial environment.
- j. Equipment shall work AC power supply (230V, 50Hz, single phase). Necessary attachments/charger/adaptor to be supplied for making the equipment work/charge with Indian style 3 pin sockets. If equipment is capable on working with rechargeable battery, same shall also be utilised.

**12.4 Imaging plates:** Sufficient number of imaging plates shall be kept in site to ensure continuous operation. Care shall be taken to properly handle the imaging plates and avoid formation of scratches and impressions in the plate. If unacceptable marks are noticed in the area of interest, then IP plates shall be replaced with new plates. Imaging plates shall have following specifications:

Type of IP: Supplier to specify for the above applications.

IP Size: 15 x 40 cm

Pixel sizes: Shall be between 10µm to 150µm

Basic spatial Resolution: Maximum 60µm

**12.5 CR Work station and Image processing software:** The CR work station should perform the functions of Image Acquisition, Review, Archival and retrieval. The workstation shall have high-definition monitor to enable interpretation of acquired data in high magnification. The workstation shall have latest graphical cards and any other system specification required for smooth and high speed functioning of the software.

The image processing software should be capable of performing the following functions as a minimum

- Noise reduction through integration.
- Contrast enhancement
- Edge enhancement
- Low pass filter, high Pass filter, median etc.
- 8-bit type predefined filters for all type of image processing.

**12.6 ACCESSORIES:** All accessories required to perform computed radiography shall be available with RT Agency inclusive of following:

- a) Radiation survey Meter as per requirement
- b) Personal digital dosimeter as per requirement.
- c) Master radiographs (ASME) as per requirement
- d) Radiation working area - cardon off kit
- e) Radiation signs boards etc.

**13 Reporting:** The agency & their employee shall report to Site Head Quality/CM/PD at Site for NDT work & deployment. Acquired NDT images data/test report shall be analysed/reviewed by BHEL/NTPC & report is considered as acceptable only after its signing by as BHEL/NTPC applicable as per approved FQP. In case of ambiguity, BHEL/NTPC may ask for retesting at any stage which NDT Agency may have to conduct without any additional cost implication on BHEL.

The soft copy of all the acquired data shall have identification and shall be compiled suitably for retrieval in future. The digital data so compiled unit/project wise shall be saved in an external storage device (minimum 1TB SSD or as per requirement) and shall be submitted to BHEL/NTPC during contract closing/project completion or as may be desired by BHEL during the period of contract.

**14 Bills:** Invoices for completed work shall be submitted by Agency in every month to Site indicating correctly the quantum of NDT work completed with supporting documents for cross verification as per existing practices at site. It is the responsibility of the Agency to ensure that the invoice submitted is as per requirement & with Agency to ensure that the invoices submitted is without any ambiguity to avoid timely processing. the details needed for bill

## TECHNICAL CONDITIONS OF CONTRACT (TCC)

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processing. The date of submission of invoice shall be applicable from the date of error free invoice accepted by Site for processing.

**14 GENERAL CONDITIONS:** In addition to above following general condition shall be applicable:

- I. The Agency shall engage & depute NDT Level-III person to Site for resolving all issues throughout the contract in case of any ambiguity.
- II. The Agency shall engage, depute & support site with adequate manpower as per requirement without any interruption.
- III. The staff deployed by Agency shall be polite, sincere in working, follow ethical practices & shall take responsibility of contract/site work being executed.
- IV. The Agency shall be well familiar & well equipped with applicable machines, equipment, instruments etc. and other handling accessories, applicable codes/ standards etc.
- V. The office infrastructure at project site shall be arranged by Agency in the allotted porta cabin/office premises. Also accommodation & transportation (to & fro from residence, office pick/drop points at project sites etc.) for their site employees shall be in the scope of NDT agency.
- VI. The rates against each schedule shall be quoted separately. The NDT agency have a flexibility to quote for both the schedule or any one schedule. The criteria for selection will based on L1 rates quoted for each schedule separately.
- VII. Timely completion of project is prerequisite for contract. Hence, adequate resources shall be arranged by the Agency without interruption throughout the period of the contract.
- VIII. It shall be specially noted that, the manpower working at site may have to work round the clock (24x7), hence sufficient manpower/resources shall be deployed to achieve completion schedules / plans / targets during the entire period of contract. While quoting, bidder shall take into account all requirements. **No other additional charges will be admissible than that finalised in contract.**
- IX. If Agency fails to deploy all necessary resources for execution of work at Site or their performance is not satisfactory, BHEL is free to make alternate arrangement & applicable charges are debited from NDT agency. Also penalty of Rs. 10000/- per day for the number of days delayed for arranging resources shall also be recoverable from the Agency. This shall be applicable from the date on which the resources are needed at site. Also, throughout the period of contract, the NDT agency shall be in a position to arrange all resources including manpower within 48hrs of notice.
- X. The loading, unloading and transportation of NDT agencies resources i.e. machines, instruments, calibration blocks, T&P etc. is in the scope of NDT Agency only.
- XI. If the Engineer-in-Charge is not satisfied with the work of manpower deputed by Agency, he may insist for replacement through written notice. After receiving such notice, the bidder shall depute replacement manpower within 15days.
- XII. The technical particulars, specification and other general details for radiography work shall be in accordance with ASME, IBR, ISO or as specified by BHEL.

## TECHNICAL CONDITIONS OF CONTRACT (TCC)

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- XIII. Since radioisotopes are being used, all precautions and safety rules as prescribed by BHEL/BARC/ Customer shall be strictly followed. BARC /DRP certificate to be provided before taking up the work.
- XIV. Agency to ensure the validity of specialize qualification, its renewal, periodic training, etc. is the responsibility of the NDT Agency only & they shall monitor the same on regular basis so that persons not approved by BHEL, not qualified for the concern job or whose validity already expired are not being used by NDT Agency. The details of qualified/approved NDT persons shall be shared with BHEL/ NTPC whenever required with supporting documents for cross verification. BHEL shall take suitable action wherever noncompliance is observed on this.
- XV. It is the responsibility of NDT agency to monitoring & reviewing the status of work progress in line with progress of other erection contracting Agency, organising tests & co-ordinating with Customer & BHEL for witness/review by attending review meetings. Also the agency shall be responsible for preparation of log sheet/protocols for each activity and maintaining quality records for audit/inspection as per approved FQP by BHEL. The preparation of the reports/records shall be completed without hampering site NDT progress through engaging separate manpower.
- XVI. Anything not covered in this document but necessary for work completion is deemed to have been included in the scope of work.
- XVII. In case of any dispute on provision of scaffolding, the same shall be resolved with BHEL's intervention with the concern agencies. BHEL's decision shall final in this regard. NDT agency shall ensure that the NDT is carried out as & when scaffolding is available & shall not delay the same from their side.
- XVIII. Check shots are in the scope of NDT Agency only & shall be carried out by Agency without any extra /additional charges where applicable as per Site/procedural requirement.
- XIX. Due to unavoidable circumstances, if the NDT agency has no work of particular period, the timely payment for their workmen/resources engaged shall be the responsibility of the NDT agency to avoid any law & order like situation at Site. BHEL shall not entertain any request of making advance payment without completion of work/ submission of valid invoices.

### **15 Documentation:**

- i. The contracting Agency shall be responsible to ensure acceptance/signing of these documents from BHEL/NTPC on daily basis to avoid any piling up of work, backlog, ambiguity, rejection etc. at later stage.
- ii. The NDT contracting Agency shall be responsible for notices, paying all fees, taxes etc. for performing NDT during entire period of the contract in accordance with applicable rules & regulation issued by Govt. agencies, statutory bodies etc.

### **16 Provision for Extra/Additional work & other conditions:**

- I. The amendment &/or extension of the contract with or without extra quantity is purely on the discretion of BHEL & shall be binding on NDT contracting Agency at the same rate as applicable for original

## TECHNICAL CONDITIONS OF CONTRACT (TCC)

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- contract. BHEL reserve the right to amend the quantity up to 25% of the original contract value with the same rate as applicable for existing contract for which amendment/extension is applicable.
- II. If actual period of contract exceeds original contract period, the extension of contract shall be on mutual agreement.
- III. If the no. of joints for carrying out NDT exceeds the specified EWS joints/contract value, additional cost for such extra quantity shall be payable by BHEL as per rates applicable for the existing NDT contract with the same T&C provided the extra joint shall not be attributable to rejection/rework of NDT agency.
- IV. **Heavy thickness joints where 100% RT not possible in single shot & change in NDT method:** Heavy thickness joints where NDT is not possible in one shot; intermediate NDT shall be carried out in segments. However, all segments of one single joint for which NDT is carried out shall be treated as CRT on one joint only & not separate is applicable for every segment as a separate joint.
- 17 Penalty for Manipulation/Delay in Process, Test Reports/Records etc.:** BHEL reserves the right to recover any loss from NDT Agency which arises out of undue delay / discrepancy / shortage / damage / manipulation or any other causes due to lapses on part of NDT Agency during any stage of work. Any loss to BHEL due to NDT Agency's lapses shall have to be made good by the NDT Agency. It is expected that the Agency shall follow ethics while performing the NDT at project site as the same may affect project work completion/performance etc. Hence in case of unethical practices if performed by NDT contracting agencies & noticed by BHEL/Customer, the following minimum penalty shall be applicable:
- a. **Caught for 1<sup>st</sup> time:** Penalty of Rs.15000/- plus warning letter & repeat NDT on such manipulated records/joints without any extra cost implication on BHEL.
- b. **Caught for 2<sup>nd</sup> time:** 1.1 above plus additional penalty of Rs. 10000/-.
- c. **Caught for 3<sup>rd</sup> time:** 1.2 above plus 25000/- additional penalty & Show Cause Notice.
- d. **Caught for 4<sup>th</sup> time:** 1.3 above plus Rs. 50,000/- or action under risk & cost clause on NDT contracting Agency as per BHEL guidelines and contract conditions. The differential amount/cost what so ever, over & above the applicable total contract value awarded shall be recoverable from the underperforming NDT contracting Agency including other expenses as may be applicable as per BHEL's policy/Guidelines. Such charges will be recovered from the EMD/SD amount, running bills of the NDT Agency & from the amount withheld at other sister Units of BHEL. BHEL reserve the rights to take appropriate action as per tender/contract conditions/ guidelines.
- e. Penalty for delay in submission of reports/records & its acceptance by BHEL/Customer is Rs. 10,000/- per week especially for Billed qty. from date of Billing (NDT contracting Agency).
- f. Penalty for Non-availability of valid calibrated instrument/machine Rs. 1000/- per incident per day on the applicable instruments/machine.
- 18 Housekeeping/Area Cleaning**

## TECHNICAL CONDITIONS OF CONTRACT (TCC)

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- I. The NDT Agency has to do area cleaning every day. The penalty for not maintaining the area cleaned & in a hygienic condition shall attract the penalty of Rs.2000.00 on every instances and recover the same for the cleaning carried out by BHEL.
- II. The NDT Agency shall engage a separate gang throughout the contract period, exclusively for proper housekeeping & cleaning. The NDT Agency has to make necessary arrangements for taking away the waste material to locations indicated by BHEL Engineer. The house keeping must be a routine and continuous activity.

### 19 Other Conditions:

- (i) The NDT Contracting Agency shall provide latest contact details i.e. mail-ID and Correspondence Address with offer and in case of any change/discrepancy same shall be informed immediately.
- (ii) Any additional requirement w.r.t. safety & identity of workers/resources shall be complied by NDT agency without any additional cost.
- (iii) All manpower hired/deployed by Agency for this project shall be monitored through Integrated Online Project Monitoring system by BLE beacons & LoRa backhaul. Every personnel entering in to NTPC site premises for carry out any work shall be tracked. [Separate tagging for visitors]. Geo-fencing /BLE beacon based zoning of the erection area shall be done to track workforce deployment and safety purposes. Work force monitoring Dash board (planned vs actual deployment) shall be made available.
- (iv) BLE beacons & LoRa backhaul shall be provided by BHEL on chargeable basis to NDT Agency. BHEL will provide Tags free of cost for maximum 300 workers, additional tags as required shall be provided by BHEL on chargeable basis @ Rs. 1000/- per tag. In case of damage or missing of issued worker tag, Rs. 1000/- per tag will be charged for issuing new worker tag.
- (v) Drone based safety monitoring shall be done during day to monitor critical works at a close range.
- (vi) It is the responsibility of the NDT Agency to provide all relevant information on a regular basis regarding progress of work, labour availability, equipment deployment, testing, etc.
- (vii) NDT Agency is required to draw mutually agreed monthly work programs in consultation with BHEL and ensure its timely compliance.
- (viii) In the weekly progress review meeting, NDT agency to provide details of actual work carried out & work that planned for next week.
- (ix) The NDT Agency shall submit applicable reports/progress reports to BHEL's Quality Engineer for review & acceptance. The periodicity of the report submission shall be decided by BHEL's Site Quality Engineer.
- (x) Providing and maintaining facilities for safety, welfare, drinking water and sanitation, hygiene, biennial health check-up, toilets, canteen etc. for agencies workmen is the responsibility of NDT contracting Agency.
- (xi) **Unless specifically mentioned otherwise in the contract, the bidder shall quote the price covering all above requirement & inclusive of all except applicable GST.**

## TECHNICAL CONDITIONS OF CONTRACT (TCC)

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- (xii) GST Compliant Invoice should be submitted in Triplicate or as applicable as per site requirement with all supporting documents. List of documents to be enclosed with GST Invoice should be specified.
- (xiii) The NDT Agency shall hold total responsibility for all equipment and materials belonging to them. The T&P/Machines of agency is permitted out only with written permission of BHEL. Agency to comply security requirement at site.
- (xiv) The work shall be executed under the usual conditions without affecting power plant construction / operation and in conjunction with other operations and contracting agencies at site. The NDT Agency and his personnel shall co-operate with the personnel of other agencies and co-ordinate their work with others in a manner that shall not delay or hinder the progress.
- (xv) The NDT Contracting Agency shall set up suitable storage facilities and periodically remove all accumulated waste to identified place & dispose the same at their own cost. Any wastage due to lapses of storing shall be debited to NDT Agency.
- (xvi) The FQP/MQP, Specification, documents & record furnished along with this specification are the sole property of BHEL. It must not be used directly or indirectly in any way detrimental to the interest of the company.
- (xvii) All the necessary certificates and licenses required to carry out this work are to be arranged by NDT Agency expeditiously at their own cost.
- (xviii) All tools and tackles, fixtures, equipment, materials, manpower, supervisors/engineers, consumables etc. required for this scope of work shall be arranged by NDT Agency.
- (xix) It is the responsibility of the NDT Agency to arrange gate pass for all their staff, T&P etc. Necessary coordination with customer officials is the responsibility of the NDT Agency.
- (xx) NDT Agency to follow all the procedures laid down by the customer for making gate passes. Where permitted, by customer/ BHEL, to work beyond normal working hours, the NDT Agency shall arrange necessary work permit for working beyond normal working hours.
- (xxi) NDT Agency shall take all necessary steps for any pandemic related precautions and follow the Govt. protocols/guidelines without BHEL's responsibility.
- (xxii) EMD/SD/LD/Retention amount shall be as per standard tender conditions of the contract. Also IT TDS and GST TDS shall be applicable as per applicable rates (As per GCC).
- (xxiii) The Agency shall have portable lighting devices with DG back-up as an emergency arrangement in case of power failure under unforeseen circumstances.
- (xxiv) NDT Agency to arrange energy meter & first Aid Box for their office.

**20 Safety Requirements:** The NDT contracting Agency have to comply requirements of HSE & Statutory requirement **as per Annexure- IV** applicable for Talcher Project.

- i. All employees engaged by NDT Contracting Agency at Project Site shall follow all the safety rules as per BHEL & NTPC norms as a minimum requirement.

## TECHNICAL CONDITIONS OF CONTRACT (TCC)

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- ii. The employee shall use PPE kits i.e. shoes, helmet, aprons with company logo, hand gloves, safety belts (for working at heights) etc.
- iii. All employees/workmen engaged by NDT contracting Agency in hazardous locations/radiation area shall be BARC certified & having permit to work. The employees shall also meet safety norms specified by BARC.
- iv. The sufficient illumination shall be provided at the NDT area to approach & sign boards for people to guide/help.
- v. For hazardous area, NDT Agency shall provide siren system, sufficient barricading, display boards etc. to prevent the personnel working at project site from radiation exposure.
- vi. 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 NDT Agency without prejudice to any other right spelt anywhere in the tender /contract.

### **21 Payment:**

#### **A) FOR CRT**

- (i) Payment shall be done to contractor based on the work certified by the site quality incharge.
- (ii) The contractor shall submit his monthly RA bills with all the details required by BHEL on specified date every month covering progress of work in all respects and areas for the previous calendar month.
- (iii) Mode of payment and measurement of work completed shall be as per relevant clauses of GCC/TCC.
- (iv) 100% (excluding GST) shall be released within 45 days against submission of Taxable RAB (Running Account Bill) at site and submission of following documents:
  - a) Taxable Invoice (1 Original + 2 Copies)
  - b) CRT completion certificate duly signed by BHEL Engineer
- (v) It is the responsibility of the contractor to make his own arrangements for making timely payments towards labour wages, statutory payments, outstanding dues etc. and other dues in the meanwhile. In case of delay in payment due to some reason, no interest is admissible.
- (vi) BHEL shall release payment through Electronic Fund Transfer (EFT)/RTGS. In order to implement this system, Contractor to furnish details pertaining to his Bank Accounts where proceeds will be transferred through BHEL's banker, as per prescribed formats.

Note: BHEL may also choose to release payment by other alternative modes as applicable. Paying Authority shall be the Construction Manager of the Site.

## TECHNICAL CONDITIONS OF CONTRACT (TCC)

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### B) FOR SUPERVISION

- (i) Based on man months deployed and certification by Construction Manager for services at site, monthly payment will be made to the Contractor within 45 days of submission of bills. No interest shall be payable for the payment (if any) made beyond 45 days.
- (ii) 100% (excluding GST) shall be released within 45 days against submission of Taxable RAB (Running Account Bill) at site and submission of following documents:
  - a) Taxable Invoice (1 Original + 2 Copies)
  - b) Attendance sheet duly certified by BHEL Engineer
- (iii) It shall be the responsibility of Contractor to obtain and submit certificate from BHEL authority regarding deployment of supervisor/inspector (attendance statement).
- (iv) Period between 1st day of the last month to last day of that month shall constitute one month.
- (v) The Contractor shall submit the monthly bills along with certification (as mentioned above) latest by 7th of succeeding month to respective BHEL site office.
- (vi) Deductions, if any, shall be made by BHEL from the monthly bill and payment made within 30 days by respective BHEL site subject to correctness and completeness of the bill.
- (vii) However, schedule of regular disbursement of payment to supervisor/inspector shall be ensured irrespective of release of payment from BHEL.

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