

TENDER SPECIFICATION

**No.-BHE/PW/PUR/NTPRT/MANPOWER-MATERIAL-
TRACING/TG-PCP#3/289**

FOR

**Scope of Work: PROVIDING MANPOWER FOR MATERIAL
TRACING AT BHEL YARD FOR FINALIZATION OF THEFT /NOT
TRACEABLE MATERIAL FOR TURBINE PACKAGE AND CRITICAL
PIPING FOR THE PERIOD OF 150 DAYS IN UNIT#3 AT
3X800MW BHEL-PATRATU PROJECT**

VOLUME I – TECHNICAL BID

THIS TENDER SPECIFICATION CONSISTS OF:

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



Bharat Heavy Electricals Limited
(A Government of India Undertaking)
Power Sector - Western Region
3X800 MW PVUNL Patratu-829119

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

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Volume No	Description	Hosted in website bhel.com (Briefly) and detailed in BHEL e-Procurement Portal as files titled
NIL	Tender Specification Issue Details	(Part of <u>Vol-I-A-289</u>)
NIL	Notice Inviting Tender	(Part of <u>Vol-I-A-289</u>)
I-A	Technical Conditions of Contract	Vol-I-A-289
I-B	Special Conditions of Contract	Vol-I-BCD-289
I-C	General Conditions of Contract	Vol-I-BCD-289
I-D	Forms & Procedures	Vol-I-BCD-289
I-E	Technical Specifications	Vol-I-E-289
II	Price Bid Specification as specified in E-Procurement Portal	Volume-II-PRICE-BID-289

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EARNEST MONEY DEPOSIT: Refer Notice Inviting Tender

LAST DATE FOR Refer Notice Inviting Tender
TENDER SUBMISSION .

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

M/s.

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PLEASE NOTE:
THESE TENDER SPECS DOCUMENTS ARE NOT TRANSFERABLE.

For Bharat Heavy Electricals Limited

Sr. MANAGER (Purchase)

Place: 3X800 MW PVUNL Patratu

Date:

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Bharat Heavy Electricals Limited



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Date: 23/07/2026

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

To,

Dear Sir/Madam,

Sub : NOTICE INVITING TENDER

Sealed offers in two part bid system are invited **through E-mail** 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		
ii	Broad Scope of job	PROVIDING MANPOWER FOR MATERIAL TRACING AT BHEL YARD FOR FINALIZATION OF THEFT /NOT TRACEABLE MATERIAL FOR TURBINE PACKAGE AND CRITICAL PIPING FOR THE PERIOD OF 150 DAYS IN UNIT#3 AT 3X800MW BHEL-PATRATU PROJECT	
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 SPECIFICATIONS	Not Applicable
F	Volume-II	Price Schedule (Absolute value).	Applicable
Iv	Issue of Tender Documents	Tender documents will be provided through email as per schedule below: Start: 23/07/2026 Closes: 27/07/2026, Time: 16:00 Hrs Brief information of the tenders shall also be available at central public procurement portal. (https://eprocure.gov.in/epublish/app)	Applicable
v	DUE DATE & TIME OF OFFER SUBMISSION	Date: 27/07/2026, Time :16:00 Hrs The bidder should submit their email only.	Applicable
Vi	OPENING OF TENDER (Techno-Commercial Bid)	Date: 27/07/2026, Time: 16:30 Hrs Notes:	Applicable

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S No.	ISSUE	DESCRIPTION	
		(1) In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day. (2) Bidder may depute representative to witness the opening of tender.	
Vii	EMD AMOUNT	NIL	<i>Not Applicable</i>
Viii	COST OF TENDER	NIL	<i>Not Applicable</i>
Ix	LAST DATE FOR SEEKING CLARIFICATION	One day before due date of offer submission. Along with soft version also, addressing to undersigned & to others as per contact address given below: 1) Name: Deepak Kumar Designation: Manager Deptt: Purchase Email: kumar_deepak@bhel.in 2) Name: R. PAL Designation: AGM Email: rpal@bhel.in Address: BHEL SITE OFFICE 3X800 MW PVUNL Patratu-829119	<i>Applicable</i>
X	SCHEDULE OF Pre Bid Discussion (PBD)	---	Not Applicable
Xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	1) Dr. Sarat Kumar Acharya, Ex CMD, NLC 2) Shri R. Mukundan, IRPS (Retd.) 3) Shri Madan Lal Meena, IAS (Retd.)	Not Applicable
Xii	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com -->Tender Notifications →View Corrigendum), & on e-tender portal https://eprocurebhel.co.in and not in the newspapers. Bidders to keep themselves updated with all such information.	

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

3.0 Not Used

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

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For Electronic Fund Transfer the details are as below:-

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

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

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5.0 Procedure for Submission of Tenders:

1. **Bidders have to submit their offer through Email only** and following documents are required as Bidders offer:
 - I. Complete tender documents (Volume-I-Technical Bid along with No deviation certificate) signed by authorized representative **(Part-I)**.
 - II. Password Protected Volume-II "Price Bid" as in SL No 2 **(Part-II)**.
2. **Password Protected Price bid** shall be submitted through email in one of the following method on or before the due date indicated in Sl No 4. Password of the protected file shall be declared by the bidder upon specific request of BHEL at the specified time to be informed later.
 - I. Password Protected PDF file in Adobe PDF
 - II. Password Protected WinRAR
 - III. Password Protected WinZip
 - IV. Any other password protected format
3. The email offer shall be addressed to following mail ids:
 - i. kumar_deepak@bhel.in
 - ii. rpal@bhel.in

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4. Documents to be submitted along with offer:

- a) Copy of PAN & GST
- b) Bank Details
- c) SIGNED AND SEALED COPY OF Vol-I-A-289 NIT AND TCC
- d) SIGNED AND SEALED COPY OF Vol-I-BCD-289
- e) SIGNED AND SEALED COPY OF MANADATORY FORMATS
- f) PASSWORD PROTECTED PRICE-BID

5. Bidders are not required to submit any other documents other than those detailed above.

a. Offers are invited in two-parts only as below:

b. Bidders are required to submit their most competitive offer on or before **27/07/2026 by 16:00 hrs through email as detailed above.**

c. The offers shall be opened **on 27/07/2026 at 16:30 Hrs.**

d. For any clarifications or queries regarding the captioned enquiry, bidders may contact following officials of BHEL:

- Sh. Deepak Kumar / Manager BHEL Patratu (Mob: 8004939836, email: kumar_deepak@bhel.in)
- Sh KAUSHAL KISHOR CHAUDHARY, (Manager/Patratu Site), Mob: 9453010218, Email: kkc@bhel.in
- Sh. Vimal Pal, (Sr. Engineer/ Patratu Site), Mob: 9723460146, Email: vimalpal@bhel.in

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. **Also, uploading of the price bid in prequalification bid or technical bid may RESULT IN REJECTION of the tender.**

6.0 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.

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

9.0 Assessment of Capacity of Bidders: NOT APPLICABLE

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- 10.0 Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc. before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.
- 11.0 For any clarification on the tender document, the bidder may seek the same in writing or through e-mail ~~and/or through e-procurement portal~~ <https://eprocurebhel.co.in>, ~~as per specified format~~, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
- 12.0 BHEL may decide holding of pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.
- 13.0 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc. or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer, else BHEL's interpretation shall prevail.
- 14.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
- 15.0 Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), **if applicable**, along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. **The names and other details of Independent External Monitor (IEM) for the subject tender is as given at point (1) above.**

"Integrity Pact (IP)"

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

Sl. No.	IEM	Email
1.	Dr. Sarat Kumar Acharya, Ex-CMD, NLC	iem1@bhel.in
2.	Shri R. Mukundan, IRPS (Retd.)	Iem2@bhel.in
3.	Shri Madan Lal Meena, IAS (Retd.)	Iem3@bhel.in

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

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

Note:

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

Details of contact person(s):

Name:	Deepak Kumar/ Manager (Purchase)
Dept:	Purchase Department
Address:	BHEL SITE OFFICE, 3X800 MW PVUNL Patratu-829119
Email:	kumar_deepak@bhel.in
Phone:	8004939836

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

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

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

- 19.0 ~~**Reverse Auction:** "BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno-commercially qualified bidders.~~

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

Note:-

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

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

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

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

23.0 Void

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

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

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

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

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

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

28.1.1 Commitment by BHEL:

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

28.1.2 Commitment by Bidder/ Supplier/ Contractor:

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

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

29.0 Micro and Small Enterprises (MSE)

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

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

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

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

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

31.0 PREFERENCE TO MAKE IN INDIA:

For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/ Non local supplier and purchase preference to Class I local supplier, is as defined in [Public Procurement \(Preference to Make in India\), Order 2017 dated 19.07.2024](#) 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.

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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.

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

Note:

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

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

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

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

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

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

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

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

35.0 Order of Precedence:

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

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

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

For BHARAT HEAVY ELECTRICALS LTD

(Sr. Manager - Purchase)

Enclosure:

- ~~1.0 — Annexure-1: Pre Qualifying Requirements.~~
- ~~2.0 — Annexure-2: Check List.~~
- ~~3.0 — Annexure-3: Certificate by Chartered Accountant~~
- ~~4.0 — Annexure-4: Reverse Auction Process Compliance Form~~
- ~~5.0 — Annexure-5: Authorization of representative who will participate in the online Reverse Auction Process~~
- ~~6.0 — Annexure-6: RA Price Confirmation and Breakup~~
- ~~7.0 — Annexure-7: Integrity Pact~~
- 8.0 Annexure-8: Undertaking 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: DECLARATION REGARDING TREATMENT OF CASES REGARDING CONFLICT OF INTEREST
- 13.0 Annexure 13: No Deviation Certificate
- 14.0 Annexure 14: Important information.

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ANNEXURE-1

PRE QUALIFYING CRITERIA

NOT APPLICABLE

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ANNEXURE-2

CHECK LIST

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

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

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

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

DATE :

AUTHORISED SIGNATORY

(With Name, Designation and Company seal)

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ANNEXURE-3

NOT APPLICABLE

BHEL PSWR
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ANNEXURE-4

NOT APPLICABLE

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ANNEXURE-5

NOT APPLICABLE

BHEL PSWR
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ANNEXURE-6

NOT APPLICABLE

BHEL PSWR
Notice Inviting Tender

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[ANNEXURE-7](#)

INTEGRITY PACT

NOT APPLICABLE

**BHEL PSWR
Notice Inviting Tender**

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ANNEXURE-8

UNDERTAKING

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

To,
SR. MANAGER-PURCHASE
BHEL-SITE OFFICE, 3X800 MW PVUNL PATRATU-829119

Dear Sir/Madam,

Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS

Ref: NIT/Tender Specification No: BHE/PW/PUR/NTPRT/MANPOWER-MATERIAL-TRACING/TG-PCP#3/289

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

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

Place:

Date:

BHEL PSWR
Notice Inviting Tender

Tender Spec No: BHE/PW/PUR/NTPRT/MANPOWER-MATERIAL-TRACING/TG-PCP#3/289

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ANNEXURE-9

DECLARATION

Date: _____

To,
SR. MANAGER-PURCHASE
BHEL SITE OFFICE, 3X800 MW PVUNL PATRATU-829119

Sub: Details of related firms and their area of activities

Dear Sir/ Madam,

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

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

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

Regards,
(_____)

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

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Annexure-10

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

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

To,
SR. MANAGER-PURCHASE
BHEL SITE OFFICE, 3X800 MW PVUNL PATRATU-829119

Dear Sir,

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

Ref: 1) NIT/Tender Spec No: BHE/PW/PUR/NTPRT/MANPOWER-MATERIAL-TRACING/TG-PCP#3/289

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,
SR. MANAGER-PURCHASE
BHEL SITE OFFICE, 3X800 MW PVUNL PATRATU-829119

Dear Sir,

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

Ref: 1) NIT/Tender Spec No: BHE/PW/PUR/NTPRT/MANPOWER-MATERIAL-TRACING/TG-PCP#3/289

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

DECLARATION REGARDING TREATMENT OF CASES REGARDING CONFLICT OF INTEREST

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

To,
SR. MANAGER-PURCHASE
BHEL SITE OFFICE, 3X800 MW PVUNL PATRATU-829119

Dear Sir,

Sub: Declaration regarding Treatment of Cases Regarding Conflict of Interest

Ref : 1) NIT/Tender Spec No: BHE/PW/PUR/NTPRT/MANPOWER-MATERIAL-TRACING/TG-PCP#3/289

The bidder notes that a conflict of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations:

- i. If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly;
- ii. The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;
- iii. Procurement of goods directly from the manufacturers/ suppliers shall be preferred. However, if the OEM/ Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorised distributor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate.
- iv. A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.

The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard. 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, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines.

Thanking you,
Yours faithfully,

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

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ANNEXURE-13

NO DEVIATION CERTIFICATE

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

To,
SR. MANAGER-PURCHASE
BHEL SITE OFFICE, 3X800 MW PVUNL PATRATU-829119

Dear Sir,

Sub : No Deviation Certificate

Ref : 1) NIT/Tender Specification No: BHE/PW/PUR/NTPRT/MANPOWER-MATERIAL-TRACING/TG-PCP#3/289
2) All other pertinent issues till date

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred NIT/Tender Specification.

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions, Integrity Pact (if applicable) and acceptance to Reverse Auctioning process.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

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

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ANNEXURE-14

IMPORTANT INFORMATION

Tender THROUGH EMAIL for this work is invited by BHEL PSWR 3X800 MW PVUNL PATRATU and offer shall be submitted **through E-MAIL only**. All correspondences regarding this tender shall be **through E-MAIL**.

Postal Address:

SR. MANAGER/PURCHASE

BHEL SITE OFFICE, 3X800 MW PVUNL PATRATU 829119, INDIA

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

Sr. Manager Purchase, Email: kumar_deepak@bhel.in, Mob: 8004939836

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

2. —“Pradhan Mantri Kaushal Vikas Yojna: The contractor shall, at all stages of work deploy skilled/semi-skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute/Industrial Training Institute/ National Institute of Construction Management and Research (NICMAR), National Academy of Construction, CIDC or any similar reputed and recognized Institute managed/ certified by State/ Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/semi-skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer-in-Charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer-in-Charge. Failure on the part of contractor to obtain approval of Engineer-in-Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate of Rs.100 per such tradesman per day. Decision of Engineer-in-Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding”.

3. All Statutory Requirements as applicable for this project shall be complied with.
4. BHEL Fraud Prevention Policy: “The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.”
5. Following clause shall form part of the HSE documents issued under Chapter IX of Volume IB 'Special Conditions of Contract'

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

6. 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:

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a. Any of the BHEL consortium bank listed below:

State Bank of India
ABN Amro Bank N.V.
Bank of Baroda
Canara Bank
Citi Bank N.A.
Corporation Bank
Deutsche Bank
HDFC Bank Ltd.
The Hongkong and Shanghai Banking Corporation Ltd
ICICI Bank Ltd.
IDBI Ltd.
Punjab National Bank
Standard Chartered Bank
State Bank of Travancore
State Bank of Hyderabad
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 3X800 MW PVUNL Patratu, 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".

7. Broad Terms & Conditions of Reverse Auction: NOT APPLICABLE

8. Bidder to strictly follow all the necessary guidelines issued by Customer, District Magistrate, State Government and Central government to control Pandemic/Epidemic outbreak. The related towards quarantine Centre/Medical expenses etc., if any, shall be in the bidder's scope

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

- i. Clause 1.9 : EMD
- ii. Clause 1.14 : Execution of Contract Agreement
- iii. Clause 1.10 & 1.11: Security Deposit & Return of Security Deposit
- iv. Clause 2.7.9: LIQUIDATED DAMAGES/PENALTY
- v. Clause 2.9: Progress Monitoring, Monthly Review and Performance Evaluation
- vi. Clause No. 2.12: Overrun Compensation
- vii. Clause 2.13: INTEREST BEARING RECOVERABLE ADVANCES/ SECURED RECOVERABLE ADVANCES
- viii. Clause 2.14: Quantity Variation
- ix. Clause 2.15: Extra Works
- x. Clause 2.16: Supplementary Items
- xi. Clause 2.17: Price variation Compensation
- xii. Clause 2.22: RETENTION AMOUNT

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.....
xiii. Clause 2.24: PERFORMANCE GUARANTEE FOR WORKMANSHIP

10. *The successful tenderer's responsibility under this contract commences from the date of issue of the Letter of Intent / work-order by Bharat Heavy Electricals Limited. The contract agreement shall be deemed to have come into force from the date of acceptance of LOI/ Work-Order by the subcontractor.*
11. **Clause 2.14: Quantity Variation shall not be applicable.** The quantity indicated in the BOQ is approximate only and is liable for variation. Payment will be as per actual quantity executed as certified by BHEL Engineer considering Unit rate of individual items of BOQ. However, total executed value shall not exceed the total award value of contract. Agency will not be eligible any kind of compensation on reduction of the above quantity.
12. **In case of Breach of Contract is established in accordance with clause no.-2.7.2 of GCC (General Conditions of Contract), BHEL shall be entitled to recover an amount equivalent to 10% of the Contract Value for the damages on account of breach of contract committed by the Contractor. This amount shall be recovered in accordance with the methodology mentioned under clause no.-2.7.2.2 of GCC.**
13. *In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.
In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s).
Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.*

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TECHNICAL CONDITIONS OF CONTRACT (TCC)

BHARAT HEAVY ELECTRICALS
LIMITED



TECHNICAL CONDITIONS OF CONTRACT (TCC) CONTENTS

Sl No	DESCRIPTION	Chapter
Volume-IA	Contract specific details & Technical Specifications	
1	Project Information	Chapter-I
2	Scope of Works and Technical Specifications	Chapter-II
3	Facilities in the scope of Contractor/BHEL (Scope Matrix)	Chapter-III
4	T&Ps and MMEs to be deployed by Contractor	Chapter-IV
5	T&Ps and MMEs to be deployed by BHEL on sharing basis	Chapter-V
6	Time Schedule	Chapter-VI
7	Terms of Payment	Chapter-VII
8	Taxes and other Duties	Chapter-VIII
9	Bill of Quantities and % Weightage of Individual Items	Chapter-IX

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - I: Project Information

1. Project Information

Project Name: 3x800 MW Patratu Vidut Utpadan Nigam Ltd. (PVUNL) Patratu STPP The proposed site is located near Patratu town in Ramgarh district of Jharkhand.

The latitudes and longitudes of the site are as follows:

Main Plant & Township:

Corner name	Latitude	Longitude
Top Corner	23° 39 ' 00" N	85° 17' 51.5" E
Bottom Corner	23° 38 ' 12.5" N	85° 17' 27" E
Left Corner	23° 38 ' 22.5" N	85° 17' 10.6" E
Right Corner	23° 38 ' 40" N	85° 17' 57" E

Nearest Town : Patratu (3Km)
Nearest City : Ranchi (35Km)
Nearest Rly Station : Patratu (4Km)
Nearest Airport : Ranchi (45Km)
Nearest Seaport : Kolkata (424 Km)

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-II: Scope of Work and Technical Specifications

2.0 SCOPE OF WORK:

PROVIDING MANPOWER FOR MATERIAL TRACING AT BHEL YARD FOR FINALIZATION OF THEFT /NOT TRACEABLE MATERIAL FOR TURBINE PACKAGE AND CRITICAL PIPING FOR THE PERIOD OF 150 DAYS IN UNIT#3 AT 3X800MW BHEL-Patratu Project as per following details-

S. N.	MANPOWER Description	Man-power Classification as per Minimum wages	UNIT	No. of Manpower	NO. OF DAYS	Total Man-Days	Weightage of Amount w.r.t Total Amount (%)
1	Supervisor	Highly Skilled	Man-Days	3	150	450	25.00
2	Gate Pass Supervisor	Skilled	Man-Days	1	150	150	6.50
3	Rigger	Skilled	Man-Days	8	150	1200	51.50
4	Helper/Khalasi	Un-Skilled	Man-Days	4	150	600	17.00
Total				16		2400	100%

2.1 Inclusion & Exclusion in SCOPE:

- T&P: Any T&P required during the tracing material in the yard shall be provided by BHEL.**
- Bidder has to ensure the calibration certificate of MMEs and TPI certificate of T&Ps.
- Bidder shall ensure all PPEs availability during work execution.
- Daily permit shall be obtained by the vendor/agency from BHEL before start of work.
- Time required for gate pass preparation/police verification/medical fitness certification will not be considered in payment certification. It is agency responsibility to take care of it.
- HR clearance shall be obtained from BHEL with submission of all required HR related documents ie. Wage, PF, ESI, Group insurance, Bonus & other statutory clearances etc.
- Contractor shall make his own arrangements for Manpower Supervision, establishment, accommodation, Gate Pass Preparation with necessary facilities etc. for his workmen, and the staff outside & inside the project premises. Also, the contractor has to make his own arrangement for transportation of his workmen and other employees. BHEL/client shall not provide any facility in this regard.
- The contractor shall make his own arrangements for field office and stores for accommodating necessary equipment, tools room for execution of the work. Only open space will be provided by BHEL / customer, free of charges within the project premises as per the availability of space.
- It is the responsibility of the contractor to arrange gate pass for all his employees, T&Ps etc. for entering the project premises. Necessary coordination with customer officials is the responsibility of the contractor. Contractor 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 contractor shall arrange necessary work permits for working beyond normal working hours.
- Contractor shall comply with all the statutory requirement as may be applicable.
- The Contractor Shall abide by the rules and regulations existing during the contract period as applicable for the contractors at the Project premises. The contractor shall take all necessary safety precautions and arrange for appropriate appliances and/or as per direction of BHEL or its

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-II: Scope of Work and Technical Specifications

authorised person to prevent loss of human lives, injuries to men engaged and damage to property and environment. In case of any damage to property due to lapses by the contractor, BHEL shall have the right to recover cost of such damages from payments due to the contractor after holding an appropriate enquiry.

12. CONTRACTOR'S OBLIGATION ON COMPELTION

On completion of the work, all temporary buildings, structures, cables etc. shall be dismantled and leveled and debris shall be removed by the contractor at his cost. In the event of failure to do so, the expenditure towards clearance of the same will be recovered from the contractor. The decision of BHEL Engineer in this regard is final.

13. **Contractor shall maintain a Log Book for manpower and to be signed by BHEL on daily basis.**

14. BHEL is not responsible for any loss or damage to the contractor's equipment .

2.2 STATUTORY COMPLIANCES:

Contractor shall be responsible for complying with all local/state government/central government laws/rules/requirements while discharging its obligations under the contract. Agency has to co-ordinate for required permissions from concern authorities & other agencies to complete the job. Contractor shall also be responsible for maintaining highest safety standards while execution of jobs and shall be directly responsible for any damages/losses to his men/machinery/instruments. Courts of Nagpur shall have exclusive jurisdiction in the event of any dispute between the parties.

2.3 SERVICES & INSURANCE:

Insurance of engaged Manpower is in Agency Scope. Agency persons has to take care of their consumables, Instruments, PPEs & BHEL will not be responsible for any Damage occurs there off.

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

3.0 NOT APPLICABLE

TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

4.0 EQUIPMENT / T & P FOR MAINTENANCE: NOT APPLICABLE

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-V: T&Ps and MMEs to be Provided by BHEL

5.0 T&Ps AND MMEs TO BE DEPLOYED BY BHEL ON SHARING BASIS: NOT APPLICABLE

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - VI: TIME SCHEDULE

6.1 TIME SCHEDULE

Contract duration is 150 days from the date of the start of work. However, if at any time BHEL feels that there is no further requirement of Manpower, contract will be close before 150 days

6.2 MOBILIZATION:

Contractor has to be mobilized at site within 07 days from the date of the intimation from BHEL through email.

6.3 COMMENCEMENT OF CONTRACT PERIOD

The date of commencement of contract period shall be the mutually agreed date between the bidder and BHEL engineer to start the work. In case of discrepancy the decision of BHEL engineer is final.

6.4 PENALTY ON NON-DEPUTATION/ NON-MOBILISATION: In case of NON-DEPUTATION/ NON-MOBILISATION, Penalty shall be as per following-

Contractor has to ensure the attendance of **minimum 360 man-days/month**. Failing which LD@1% of the contract value shall be impose for the respective months. (limited to 5% of the contract value)

6.5 PENALTY FOR DELAY IN DEPLOYMENT OF RESOURCES:

If the contractor delays the deployment of the more than 03 days from the date of intimation by BHEL Engineer through email, BHEL shall have the right to impose Liquidated Damage /Penalty at the rate of 1% of the contract value, per week of delay or part thereof subject to maximum of 5 % of the contract value.

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Chapter-VII: Terms of Payment

7.0 TERMS OF PAYMENT:

Payment shall be done on monthly basis based on Man-days (as per site discretion) of respective category actually engaged.

The payments for works under the scope of this contract shall be made as per Chapter-X of SCC. However, Clause No. 10.5 on RA Bill Payments, in Volume-IB, Chapter-X of SCC, is revised as under:

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

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

7.1 QUANTITY Variation:

The quantity indicated in the BOQ is approximate only and is liable for variation. Payment will be as per actual quantity executed as certified by BHEL Engineer considering Unit rate of individual items of BOQ. Agency will not be eligible any kind of compensation on reduction of the above quantity.

7.3 Contact period Time extension:

Contract can be further extended for mutual agreed period after expiry.

7.4 GUARANTEE PERIOD: Not Applicable

7.5 Statutory compliance:

Agency has to follow all applicable site rules/regulation about labour engagement-insurance, wages, PF, safety etc. as notified by Government/PVUNL/BHEL. Unskilled labour shall be engaged from local community as per requirement.

7.6 Security Deposit: Not Applicable

7.7 EMD: Not Applicable

7.8 RETENTION AMOUNT: Not Applicable

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VIII: Taxes & Other Duties

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

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

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VIII: Taxes & Other Duties

reasons not attributable to BHEL, GST amount shall be recoverable from the vendor along with interest levied / leviable on BHEL, as the case may be.

10. Bidder shall upload the Invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act. Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the bidder along with interest levied / leviable on BHEL.
11. Way Bill: Successful Bidder to arrange for way bill / e-waybill for any transfer of goods for the execution of the contract.

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

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

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

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

13. For transportation work, bidder shall declare in his quotation whether he is registered under GST, if yes, whether he intends to claim GST on forward charge basis. In absence of this declaration, BHEL will proceed further with the assumption that bidder intends not to claim GST on forward charge basis. However, in case of GST registered transporter, the amount to the extent of goods and service tax will be retained till BHEL avails the credit of GST. Further, transporter shall issue tax invoice which inter alia includes gross weight of the consignment, name of the consigner and the consignee, registration number of vehicle in which the goods are transported, details of goods transported, details of place of origin and destination, GSTIN of the person liable for paying tax whether as consigner, consignee or goods transport agency, and also containing other information as mentioned under rule 46.
14. **TDS under Income Tax shall be deducted at prevailing rates on gross invoice value from the running bills unless exemption certificate from the appropriate authority/ authorities is furnished.**
15. **TDS under GST shall be deducted at prevailing rates on applicable value from the running bills.**
16. **TCS under Income Tax 1961 has been implemented with effect from 1st October 2020 for every seller having turnover more than threshold limit during financial year immediately preceding financial year in which the sale of goods is carried out, who receives any amount as consideration for sale of any goods of the value or aggregate of such value exceeding threshold limit other than**

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VIII: Taxes & Other Duties

export of goods or who is already covered under other provision of section 206C, collect from the buyer, TCS as per applicable rates of the sale consideration exceeding threshold limit subject to following conditions

- Buyer shall be as per clause (a) of section 206C- (1H)
- Seller shall be as per clause (b) of section 206C- (1H)
- No TCS is to be collected, if the seller is liable to collect TCS under other provision of section 206C or the buyer is liable to deduct TDS under any provision of the Act and has deducted such amount.

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

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

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

ANNEXURE-1

State wise GSTIN no.s of BHEL

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

ANNEXURE-2

BOCW Act & Cess Act

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

- It shall be the sole responsibility of the contractor as employer to ensure compliance of all the statutory obligations under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.
- It shall be sole responsibility of the contractor engaging Building Workers in connection with the building or other construction works in the capacity of employer to apply and obtain registration certificate specifying the scope of work under the relevant provisions of the Building and Other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 from the appropriate Authorities.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VIII: Taxes & Other Duties

3. It shall be responsibility of the contractor to furnish a copy of such Registration Certificate within a period of one month from the date of commencement of Work.
4. It is responsibility of the contractor to register under the Building and other Construction Workers' Welfare Cess Act, 1996 and deposit the required Cess for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 at such rate as the Central Government may , by notification in the Official Gazette, from time to time specify. However, before registering and deposit of Cess under the Building and other Construction Workers' Welfare Cess Act, 1996, the contractor will seek written prior approval from the Construction Manager.
5. It shall be sole responsibility of the contractor as employer to get registered every Building Worker, who is between the age of 18 to 60 years of age and who has been engaged in any building or other construction work for not less than ninety days during the preceding twelve months as Beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996.
6. It shall be sole responsibility of the contractor as employer to maintain all the registers, records, notices and submit returns under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.
7. It shall be sole responsibility of the contractor as employer to provide notice of poisoning or occupation notifiable diseases, to report of accident and dangerous occurrences to the concerned authorities under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the rules made thereunder and to make payment of all statutory payments & compensation under the Employees' Compensation Act, 1923.
8. It shall be the responsibility of the sub-contractor as employer to make payment/deposit of applicable cess amount on the extent of work involving building or construction workers engaged by the sub-contractor within a period of one month from the receipt of payment. It shall also be responsibility of the Contractor to furnish BHEL on monthly basis, Receipts/ Challans towards Deposit of the Cess under the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder along with following statistics :
 - (i) Number of Building Workers employed during preceding one month.
 - (ii) Number of Building workers registered as Beneficiary during preceding one month.
 - (iii) Disbursement of Wages made to the Building Workers for preceding wage month.
 - (iv) Remittance of Contribution of Beneficiaries made during the preceding month
9. BHEL shall reimburse the contractor the Cess amount deposited for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 under the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder. However, BHEL shall not reimburse the Fee paid towards the registration of establishment, fees paid towards registration of Beneficiaries and Contribution of Beneficiaries remitted.
10. It shall be responsibility of the Building Worker engaged by the Contractor and registered as a beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 to contribute to the Fund at such rate per mensem as may be specified by the State government by notification in the Official Gazette. Where such beneficiary authorizes the contractor being his employer to deduct his contribution from his monthly wages and to remit the same, the contractor shall remit such contribution to the Building and other construction Workers' Welfare Board in such manner as may be directed by the Board , within the fifteen days from such deduction.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VIII: Taxes & Other Duties

11. Bidders may please note that though the quoted price is exclusive of BOCW (which will be reimbursed by BHEL as per sub-clause 9 above) , however, If at any point of time during the contract period, non-compliance of the provisions of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder is observed, BHEL reserves the right to deduct the applicable cess (1%) on the contract value and penalty (if any, imposed by Cess Authorities) from the payables on account of non-compliance.
12. The contractor shall declare to undertake any liability or claim arising out of employment of building workers and shall indemnify BHEL from all consequences / liabilities / penalties in case of non-compliance of the provisions of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-IX: Bill of Quantities and % Weightage of Individual Items

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

CONTENTS	
Description	Remarks
PART A: Instructions to the Bidders	Instructions
PART B: % weightage for amount of individual items of Schedule of quantity	BOQ and % weightage for amount of individual items of Schedule of quantity
PART C: Total Lump Sum Price for entire scope of Work	This part is available as “ Part-C-of-VOL-II-Price-Bid-289 ”.

Part A: Instructions to the Bidders

1. Vendor has to quote LUMP SUM CHARGES FOR PROVIDING MANPOWER FOR 150 DAYS CONSIDERING WORKING OF 08 HOURS PER DAY.

2. QUOTED CHARGES shall be inclusive of all the expenses like to & fro charges, incidentals, boarding & lodging at site.

3. OVERTIME CHARGES FOR 150 DAYS shall be auto-calculated. OVERTIME AMOUNT SHALL BE CALCULATED CONSIDERING THE OVERTIME OF 04 HOURS PER DAY. CALCULATION OF OVERTIME SHALL BE DONE AS PER FOLLOWING FORMULAE-

NORMAL MAN-DAY RATE (FOR 08 HOURS PER DAY)	A	=	A
OVERTIME CHARGE PER MAN-DAY (FOR 08 HOURS PER DAY)	B	=	2*A
OVERTIME CHARGE (FOR 04 HOURS PER MAN)	C	=	4*B/8
TOTAL OVERTIME AMOUNT FOR 150 DAYS (FOR 04 HOURS PER MAN PER DAY)	D	=	150*C

4. Total award value shall be sum of “**LUMP SUM CHARGES FOR PROVIDING MANPOWER FOR 150 DAYS CONSIDERING WORKING OF 08 HOURS PER DAY**” and “**OVERTIME AMOUNT FOR 150 DAYS AS PER SL. NO.-03**” above.

5. BHEL has fixed the % weightages as in “Part-B” for the amount of individual items of Schedule of Quantity w.r.t. the total price of Price Bid Vol-II.

6. Based on the pre-fixed % weightages, amount of individual items shall be derived by BHEL. This amount shall not be rounded off.

7. Based on the quantities of individual item and the amount arrived in Sl No 6 above, item rate of individual items shall be derived by BHEL. This item rate shall be rounded off up to two decimal places and shall be used to calculate the total amount of an item.

8. For the convenience of bidders, BHEL has issued an excel sheet with all requisite formulae as detailed above. **However, this excel sheet shall not form part of contract document. Further, this sheet should not be submitted along with Offer.**

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-IX: Bill of Quantities and % Weightage of Individual Items

9. Bidders to note that this is an '**Item rate contract**'. Payment shall be made for the actual quantities of work executed at the Unit rate arrived at as per serial no 7 above.

10. Price mentioned elsewhere in the offer of the bidder shall be treated as Null and Void.

PART B: % weightage for amount of individual items of Schedule of quantity w.r.t. the total price (as quoted by the bidder in "Part C of Vol-II-Price Bid") for Package are given in following table-

S. N.	MANPOWER Description	Man-power Classification as per Minimum wages	UNIT	No. of Manpower	NO. OF DAYS	Total Man-Days	Weightage of Amount w.r.t Total Amount (%)
1	Supervisor	Highly Skilled	Man-Days	3	150	450	25.00
2	Gate Pass Supervisor	Skilled	Man-Days	1	150	150	6.50
3	Rigger	Skilled	Man-Days	8	150	1200	51.50
4	Helper/Khalasi	Un-Skilled	Man-Days	4	150	600	17.00
Total				16		2400	100%