

E-TENDER SPECIFICATION

No. BHE/PW/PUR/NTPRT-BAL-FOHS/3265

Scope of Work: Balance Erection & Commissioning work of HFO Unloading Area in Fuel Oil Handling & Storage System at 3x800 PVUNL 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	Drawings and Annexures
Volume II	Price Bid



CONTENTS		
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-IA-3265</u>)
NIL	Notice Inviting Tender	(Part of <u>Vol-IA-3265</u>)
I-A	Technical Conditions of Contract	Vol-I-A-3265
I-B	Special Conditions of Contract	Vol-I-BCD-3265
I-C	General Conditions of Contract	(Part of Vol-I-BCD-3265)
I-D	Forms & Procedures	(Part of Vol-I-BCD-3265)
I-E	Drawings and Annexures	Vol-IE-3265
II	Price Bid Specification as specified in E-Procurement Portal	Volume-II-Price Bid-3265

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

E-TENDER SPECIFICATION

No. BHE/PW/PUR/NTPRT-BAL-FOHS/3265

Scope of Work: BALANCE ERECTION & COMMISSIONING WORK OF HFO UNLOADING AREA IN FUEL OIL HANDLING & STORAGE SYSTEM AT 3X800 PVUNL PATRATU PROJECT

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

GM (Purchase)

Place: Nagpur
Date:

3265

NOTICE INVITING TENDER

Bharat Heavy Electricals Limited



**BHEL PSWR
Notice Inviting Tender**

E-Tender Spec No: BHE/PW/PUR/NTPRT-BAL-FOHS/3265

Page 5 of 68

Date: 30-07-2026

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/NTPRT-BAL -FOHS/3265	
ii	Broad Scope of job	Balance Erection & Commissioning work of HFO Unloading Area in Fuel Oil Handling & Storage System at 3x800 PVUNL 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	Drawings and Annexures	Applicable
F	Volume-II	Price Schedule (Absolute value).	Applicable
iv	Issue of Tender Documents	Tender documents will be available for downloading from BHEL website (www.bhel.com) or e-procurement portal (https://eprocurebhel.co.in) as per schedule below: Start: 30/07/2026, Time :15:45 Hrs Closes: 10/08/2026, Time: 13:00 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	Date: 10/08/2026, Time :13:00 Hrs	Applicable

BHEL-PSWR (VOL-I-TECHNICAL BID)

E-Tender Spec No: BHE/PW/PUR/NTPRT-BAL -FOHS/3265

Pg 5 of 68

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/NTPT-BAL-FOHS/3265

Page 6 of 68

S No.	ISSUE	DESCRIPTION	
	OF OFFER SUBMISSION	The bidder should submit their offer online only in e-Procurement portal at https://eprocurebhel.co.in <u>Bidders are requested to upload their offer well in advance in order to avoid last minute congestion at this website.</u> Hard copy bid or bids through E-mail / fax shall not be accepted.	
vi	OPENING OF TENDER (Techno-Commercial Bid)	Date: 10/08/2026, Time: 17:00 Hrs Notes: (1) In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day. (2) Bidder may depute representative to witness the opening of tender. For e-Tender, Bidder may witness the opening of tender through e-Procurement portal only.	Applicable
vii	EMD AMOUNT	NIL (Bid Security Declaration to be submitted by bidder as per Annexure-13)	Not Applicable
viii	COST OF TENDER	NIL	Not Applicable
ix	LAST DATE FOR SEEKING CLARIFICATION	One day before due date of offer submission. Along with soft version also, addressing to undersigned & to others as per contact address given below: 1) Name: Biraj Roy Designation: Sr.Manager Deptt: Purchase Address: Floor no. 5 & 6,Shree Mohini Complex, 345 Kingsway, Nagpur-440001 Mobile-9587886706 Email :biraj@bhel.in 2) Name: Varun Vaidya Designation: Manager Deptt: Purchase Address: Floor no. 5 & 6,Shree Mohini Complex, 345 Kingsway, Nagpur-440001 Mobile-9792334127 Email :vvaidya@bhel.in 3) Mr. VK Arya Designation: GM	Applicable

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/NTPT-BAL-FOHS/3265

Page 7 of 68

S No.	ISSUE	DESCRIPTION	
		Deptt: Purchase Address: Floor no. 5 & 6, Shree Mohini Complex, 345 Kingsway, Nagpur-440001 Email: vkarya@bhel.in	
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.

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.

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/NTPRT-BAL-FOHS/3265

Page 8 of 68

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

5.0 Procedure for Submission of Tenders:

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

Documents Comprising the e-Tender

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.

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/NTPRT-BAL-FOHS/3265

Page 9 of 68

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:-

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

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

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

0120-4001 002

0120-4200 462

0120-4001 005

0120-6277 787

1. Peter Raj, NIC, Ph: 9942069052

Email Support: support-eproc@nic.in

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

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

The contact details of the DSC certifying authority:-

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

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

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

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

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

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

Sl. no.	Description	Remarks
	Part-I A	
	ENVELOPE - I superscribed as:	

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

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/NTPT-BAL-FOHS/3265

Page 10 of 68

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

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

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/NTPRT-BAL-FOHS/3265

Page 11 of 68

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

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

- SPECIAL NOTE: All documents/ annexures to be submitted should be uploaded in respective places in the E-Tender portal as per the list mentioned given in this NIT. BHEL shall not be responsible for any in-complete documents.**

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

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

9.0 VOID

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

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/NTPRT-BAL-FOHS/3265

Page 12 of 68

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.~~

~~(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):~~

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

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/NTPRT-BAL-FOHS/3265

Page 13 of 68

Name:	Sh VK Arya /GM(Purchase)	Biraj Roy/ Sr.Manager (Purchase)
Dept:	Purchase Department	
Address:	Floor No. 5 & 6, Shreemohini Complex, 345 Kingsway, Nagpur-440001	
Email:	vkarya@bhel.in	biraj@bhel.in
Phone:	9587886706	

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:** Applicable. "BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com (<https://www.bhel.com/guidelines-reverse-auction-2024>))." for this tender. RA shall be conducted among all the techno-commercially qualified bidders.

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

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

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

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

23.0 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.

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/NTPRT-BAL-FOHS/3265

Page 14 of 68

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

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

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

28.1.1 Commitment by BHEL:

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

28.1.2 Commitment by Bidder/ Supplier/ Contractor:

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

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

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

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

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

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

- ~~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~~

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/NTPRT-BAL-FOHS/3265

Page 15 of 68

~~having deemed validity (five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or Udyog Aadhar Memorandum (UAM) & Acknowledgement or EM-II Certificate along with attested copy of a CA certificate (format enclosed as Annexure — 3) where deemed validity of EM-II certificate of five years has expired applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the last date of Technical Bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer. Documents submitted by the bidder may be verified by BHEL for rendering the applicable benefits.~~

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

31.0 PREFERENCE TO MAKE IN INDIA:

For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/Non-Local Supplier and purchase preferences to Class I local supplier, is as defined I Public Procurement (Preference to Make in India), Order 2017 dated 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.

IV. The beneficial owner for the purpose of (III) above will be as under:

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/NTPT-BAL-FOHS/3265

Page 16 of 68

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation

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

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

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

Note:

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

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

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

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

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

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

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

**BHEL PSWR
Notice Inviting Tender**

E-Tender Spec No: BHE/PW/PUR/NTPRT-BAL-FOHS/3265

Page 17 of 68

.....
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 **Grievance Redressal Mechanism:** To promote transparency and ensure fair treatment of all bidders, a structured Grievance Redressal Mechanism is in place to address any concerns or issues arising during the tendering process.

Suppliers/Contractors are requested to follow the below escalation process for grievance resolution:

1. First Level: Any grievance should initially be addressed to the designated Dealing Officer, whose contact details are provided in the Notice Inviting Tender (NIT).
2. Second Level: If the issue remains unresolved, it may be escalated by lodging a formal grievance through the SUVIDHA Portal: <https://suvidha.bhel.in/suvidha/>. Responses will be provided in accordance with the defined escalation matrix.”

36.0 **Order of Precedence:**

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

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

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

For BHARAT HEAVY ELECTRICALS LTD

(General Manager - Purchase)

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/NTPRT-BAL-FOHS/3265

Page 18 of 68

Enclosure:

- 1.0** Annexure-1: Pre Qualifying Requirements.
- 2.0** Annexure-2: Check List.
- 3.0** ~~Annexure-3: Certificate by Chartered Accountant~~
- 4.0** Annexure-4: Reverse Auction Process Compliance Form
- 5.0** Annexure-5: Authorization of representative who will participate in the online Reverse Auction Process
- 6.0** Annexure-6: RA Price Confirmation and Breakup
- 7.0** ~~Annexure-7: Integrity Pact~~
- 8.0** Annexure-8: Undertaking as per PQR C4 of Annexure-1 i.e. PQR
- 9.0** Annexure-9: Declaration reg. Related Firms & their areas of Activities
- 10.0** Annexure-10: Declaration regarding minimum local content
- 11.0** Annexure-11: Declaration regarding compliance to restrictions under rule 144 (xi) of GFR 2017
- 12.0** Annexure 12: Important information.
- 13.0** Annexure-13 for Bid Security Declaration
- 14.0** Annexure-14 Declaration/Undertaking regarding Conflict of Interest among Bidders

**BHEL PSWR
Notice Inviting Tender**

E-Tender Spec No: BHE/PW/PUR/NTPRT-BAL-FOHS/3265

Page 19 of 68

ANNEXURE-1

PRE QUALIFYING CRITERIA

E-Tender Spec No: BHE/PW/PUR/NTPRT-BAL -FOHS/3265			
JOB	BALANCE ERECTION & COMMISSIONING WORK OF HFO UNLOADING AREA IN FUEL OIL HANDLING & STORAGE SYSTEM AT 3X800 PVUNL PATRATU PROJECT.		
S No	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Applicability	
A	Submission of Integrity Pact duly signed (if applicable) (Note: To be submitted by Prime Bidder & Consortium /Technical Tie up partner jointly in case Consortium bidding is permitted, otherwise by the sole bidder)	Not Applicable	
B	<u>Technical PQR:</u> Bidder should satisfy the following criteria 1. Bidder should be a fabricator or erector of MS/CS LP Piping work or Structure fabrication work in Power Plant / Process Industries/ Refineries / Steel Plants "AND" 2. Bidder should have executed at least two number of purchase orders for any of above work in the last five years whose cumulative tonnage is not less than 40 tons, ending on 30th March 2026.	Applicable	
C-1	<u>FINANCIAL TURNOVER</u> Bidders must have achieved an average annual financial turnover (audited) of ₹ 22 Lakhs or more over last three Financial Years (FY) i.e. '2022-23 ,2023-24 & 2024-25'	Applicable	
C-2	<u>NETWORTH</u> (only in case of Companies) Net worth of the Bidder based on the latest Audited Accounts as furnished for 'C-1' above should be positive.	Applicable	
C-3	<u>PROFIT</u> Bidder must have earned profit in any one of the Five Financial Years as applicable in the last Five Financial Years ("2020-21, 2021-22, 2022-23, 2023-24 & 2024-25' as on date") . Bidders to submit audited Balance sheet and Profit & Loss statement for the years as supporting documents.	Applicable	

**BHEL PSWR
Notice Inviting Tender**

E-Tender Spec No: BHE/PW/PUR/NTPT-BAL-FOHS/3265

Page 20 of 68

C-4	Bidder must not be under Insolvency Resolution Process or Liquidation or Bankruptcy Code Proceedings (IBC) as on date, by NCLT or any adjudicating authority/authorities, which will render him ineligible for participation in this tender, and shall submit undertaking (Annexure-8) to this effect	Applicable	
D	Assessment of Capacity of Bidder to execute the work as per sl no 9 of NIT (if applicable)	Not Applicable	
E	Approval of Customer (if applicable)	Not Applicable	
F	Price Bid Opening Note: Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria A to E		BY BHEL
G	Consortium tie-ups	Not Applicable	

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

Explanatory Notes for PQR B.1 (Technical)

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

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

Where

P = Updated value of work

R = Value of executed work

X_N = All India Avg. Consumer Price index for industrial workers for three months prior to the month of latest due date of bid submission (e.g. If latest bid submission date is 02-Mar-17, then bid submission month shall be reckoned as March'17 and index for Dec'2016 shall be considered).

X_0 = All India Avg. Consumer Price index for industrial workers for last month of work execution

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

Y_0 = Monthly Whole Sale Price Index for All Commodities for last month of work execution

Explanatory Notes for Technical Criteria (B2):

1. VOID

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/NTPT-BAL-FOHS/3265

Page 21 of 68

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

Explanatory Notes for PQR -C (Financial):

C-1:

- i. Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated against C-1 above.
- ii. Evaluation of Turnover criteria shall be calculated from the Audited Balance Sheet and Profit & Loss Account for the three Financial Years (FY).
- iii. In case audited Financial statements have not been submitted for all the three years as indicated against C-1 above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years.
- iv. If financial statements are not required to be audited statutorily, then instead of audited financial statements, financial statements are required to be certified by Chartered Accountant.

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

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

Net worth = Paid up share capital + Reserves

**BHEL PSWR
Notice Inviting Tender**

E-Tender Spec No: BHE/PW/PUR/NTPRT-BAL-FOHS/3265

Page 22 of 68

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

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

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

Common Explanatory Notes:

1. For evaluation of PQR, in case Bidder alone does not meet the pre-qualifying technical criteria B1 above, bidder may utilize the experience of its Parent/ Subsidiary Company along with its own experience, subject to following:
 - a. The parent company shall have a controlling stake of $\geq 50\%$ in the subsidiary company (as per Format-1).
 - b. The Parent Company/ Subsidiary Company of which experience is being utilized for bidding shall submit Security Deposit(SD) equivalent to 1% of the total contract value
 - c. The parent/ subsidiary company and bidder shall provide an undertaking that they are jointly or severally responsible for successful performance of the contract (as per Format-2).
 - d. In case Bidder is submitting bid as a Consortium Partner, option of utilizing experience of parent/subsidiary Company can be availed by Prime Bidder only.
 - e. Parent Company/ Subsidiary Company of which experience is being used for bidding, cannot participate as a 'Standalone Bidder' or as a 'Consortium bidder'.
2. Completion date for achievement of the technical criteria specified in the 'B' above should be in the last 7 years ending on the 'latest date of Bid Submission' of Tender irrespective of date of the start of work. Completion date shall be reckoned from the "Financial Year quarter of bid submission". (for e.g. -Work completed on 01.01.2014 shall be considered even if latest date of bid submission is 20.03.2021).
3. "Executed" means the bidder should have achieved the technical criteria specified in the Common QR even if the Contract has not been completed or closed.
4. In case the Experience/PO/WO certificate enclosed by bidders do not have separate break up of prices for the E&C portion for Electrical and C&I works (i.e. the certificates enclosed are for composite order for supply and erection of Electrical and C&I and other works if any), then value of Erection & Commissioning for the Electrical and C&I portion shall be considered as 15% of the price for supply & erection of Electrical and C&I.
5. ~~Following shall be complied with in case of consortium:~~
 - ~~a. The Prime Bidder and Consortium Partner(s) are required to enter in to a consortium agreement and certify to BHEL regarding existence and validity of their consortium agreement in line with validity period mentioned in NIT.~~
 - ~~b. Prime Bidder and Consortium partners shall be approved by Customer for being~~

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/NTPRT-BAL-FOHS/3265

Page 23 of 68

- ~~considered for the tender (applicable if customer approval is required).~~
- ~~c. Number of partners including prime Bidder shall be NOT more than 3 (three).~~
 - ~~d. Prime Bidder alone shall necessarily comply with "B1 Technical Criteria" except for mechanical package where B1 criteria is not applicable.~~
 - ~~e. Prime Bidder and Consortium Partner shall together comply with the 'Pre-Qualification Requirements' specified for the respective category of technical requirement as per "B2 technical criteria".~~
 - ~~f. Prime Bidder shall comply with all other Pre Qualifying criteria for the Tender unless otherwise specified.~~
 - ~~g. All other conditions shall be read in conjunction with clause no 23.0 of NIT.~~
 - ~~h. Prime Bidder shall be the Bidder who has a major share of work.~~
 - ~~i. Prime Bidder shall be responsible for the overall execution of the Contract.~~
 - ~~j. Performance shall be evaluated for Prime Bidder and the Consortium partner for their respective scope of work.~~
 - ~~k. In case the Consortium partner backs out, another consortium partner meeting the QRs, has to be engaged by Prime Bidder and if not, the respective work will be withdrawn and executed on risk and cost basis of the prime bidder.~~
 - ~~l. In case Prime Bidder withdraws or insolvency / liquidation / winding up proceedings have been initiated / admitted against the Prime Bidder, BHEL reserves the right to cancel, terminate or short close the contract or take any other action to safeguard BHEL's interest in the Project / Contract. This action will be without prejudice to any other action that BHEL can take under Law and the Contract to safeguard interests of BHEL~~
 - ~~m. After successful execution of one work with a consortium partner under direct orders of BHEL, the Prime Bidder shall be eligible for becoming a 'standalone' bidder for works similar to that for which consortium partner was engaged, for subsequent tenders.~~
 - ~~n. The Consortium partner shall submit SD equivalent to 1% of the total contract value in addition to the SD to be submitted by the Prime Bidder for the total contract value.~~

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

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

**BHEL PSWR
Notice Inviting Tender**

E-Tender Spec No: BHE/PW/PUR/NTPRT-BAL-FOHS/3265

Page 24 of 68

Format-1

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

To,

.....

.....

Dear Sir,

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

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

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

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

**BHEL PSWR
Notice Inviting Tender**

E-Tender Spec No: BHE/PW/PUR/NTPRT-BAL-FOHS/3265

Page 25 of 68

Format-2

Undertaking from the Parent Company/ Subsidiary Company of the bidder

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

From,

Name:

Full Address:

Telephone No.:

E-mail address:

Fax/No.:

To,

.....
.....

Dear Sir,

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

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

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

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

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

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

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

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

**BHEL PSWR
Notice Inviting Tender**

E-Tender Spec No: BHE/PW/PUR/NTPRT-BAL-FOHS/3265

Page 26 of 68

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: _____ Please tick (/) whichever applicable:- 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

BHEL-PSWR (VOL-I-TECHNICAL BID)

E-Tender Spec No: BHE/PW/PUR/NTPRT-BAL -FOHS/3265

Pg 26 of 68

**BHEL PSWR
Notice Inviting Tender**

E-Tender Spec No: BHE/PW/PUR/NTPRT-BAL-FOHS/3265

Page 27 of 68

14	Declaration confirming knowledge about Site Conditions	Applicable/ Not Applicable	YES/NO
15	Declaration for relation in BHEL	Applicable/ Not Applicable	YES/NO
16	Non-Disclosure Certificate	Applicable/ Not Applicable	YES/NO
17	Bank Account Details for E-Payment	Applicable/ Not Applicable	YES/NO
18	Capacity Evaluation of Bidder for current Tender	Applicable/ Not Applicable	YES/NO
19	Tie Ups/Consortium Agreement are submitted as per format	Applicable/ Not Applicable	YES/ NO
20	Power of Attorney for Submission of Tender/Signing Contract Agreement Power of Attorney of Consortium Partner.	Applicable/ Not Applicable	YES/NO
21	Analysis of Unit rates	Applicable/ Not Applicable	YES/NO
22	Annexure-5: Authorization of representative who will participate in the online Reverse Auction Process	Applicable/ Not Applicable	YES/NO
23	Annexure-6: RA Price Confirmation and Breakup	Applicable/ Not Applicable	YES/NO
24	Annexure-8: Undertaking as per PQR C4 of Annexure-1 i.e. PQR	Applicable/ Not Applicable	YES/NO
25	Annexure-9: Declaration reg. Related Firms & their areas of Activities (x) Other Tender documents as per this NIT.	Applicable/ Not Applicable	YES/NO
26	Annexure-10 Declaration regarding minimum local content	Applicable/ Not Applicable	YES/NO
27	Annexure-11: Declaration regarding compliance to restrictions under rule 144 (xi) of GFR 2017	Applicable/ Not Applicable	YES/NO
28	Annexure-13 : Bid Security Declaration	Applicable/ Not Applicable	YES/NO
29	Annexure-14 Declaration/Undertaking regarding Conflict of Interest among Bidders	Applicable/ Not Applicable	YES/NO

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

DATE :

AUTHORISED SIGNATORY
(With Name, Designation and Company seal)

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/NTPRT-BAL -FOHS/3265

Page 28 of 68

ANNEXURE-3

Certificate by Chartered Accountant on letter head

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

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

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

1. ~~For Manufacturing Enterprises:~~ Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No. S.O.1722(E) dated October 5, 2006:
1 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~~:
2 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)
3 (Strike off whichever is not applicable)
4.
- The above investment of Rs Lacs is within permissible limit of
5 Rs Lacs for
..... Micro / Small/ Medium (Strike off which is not applicable)
6 Category under MSMED Act 2006.
- 7 Or
- 8 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.
- 9 Or
- 10 The enterprise has been reverse-graduated from its original category (micro/small/medium) (strike off which is not applicable), the enterprise will continue in its present category till the closure of the financial year and it will be given the benefit of the changed status only with effect from 1st April of the financial year following the year in which such change took place, as notified vide S.O. No. 2119 (E) dated 26.06.2020 published in the gazette notification dated 26.06.2020 by Ministry of MSME.
- 11 Date:

(Signature)

Name:

Membership Number:

Seal of the Chartered Accountant

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

**BHEL PSWR
Notice Inviting Tender**

E-Tender Spec No: BHE/PW/PUR/NTPRT-BAL -FOHS/3265

Page 29 of 68

[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/NTPRT-BAL -FOHS/3265} 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.

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

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/NTPRT-BAL -FOHS/3265

Page 30 of 68

ANNEXURE-5

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

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

**BHEL PSWR
Notice Inviting Tender**

E-Tender Spec No: BHE/PW/PUR/NTPRT-BAL -FOHS/3265

Page 31 of 68

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/NTPRT-BAL -FOHS/3265} dt.{...}

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

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

The price break-up is as given below.

Total

=====

- Rs. in value & in words

=====

Yours sincerely,

For _____

Name:

Company:

Date:

Seal:

**BHEL PSWR
Notice Inviting Tender**

E-Tender Spec No: BHE/PW/PUR/NTPRT-BAL -FOHS/3265

Page 32 of 68

ANNEXURE-7

NOT APPLICABLE

**BHEL PSWR
Notice Inviting Tender**

E-Tender Spec No: BHE/PW/PUR/NTPRT-BAL -FOHS/3265

Page 33 of 68

[**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/NTPRT-BAL -FOHS/3265

I/We,

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

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

Place:
Date:

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/NTPRT-BAL -FOHS/3265

Page 34 of 68

ANNEXURE-9

DECLARATION

Date: _____

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

Sub: Details of related firms and their area of activities

Dear Sir/ Madam,

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

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

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

Regards,

(_____)

From: M/s _____
Supplier Code: _____

Address: _____

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/NTPRT-BAL -FOHS/3265

Page 35 of 68

Annexure-10

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

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

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

Dear Sir,

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

Ref : 1) NIT/Tender Spec No: BHE/PW/PUR/NTPRT-BAL -FOHS/3265

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.

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

**BHEL PSWR
Notice Inviting Tender**

E-Tender Spec No: BHE/PW/PUR/NTPRT-BAL -FOHS/3265

Page 36 of 68

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/NTPRT-BAL -FOHS/3265,

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.

ANNEXURE-12

IMPORTANT INFORMATION

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

Postal Address:

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

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

Sr.Manager Purchase, Email: biraj@bhel.in, Mob: 9587886706

Manager /Purchase, email: vaidya@bhel.in,

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

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

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

3. All Statutory Requirements as applicable for this project shall be complied with.

4. Conflict of Interest among Bidders/ Agents:

"A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's

interests. *The bidder found to have a conflict of interest shall be disqualified.* A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

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

or

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

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

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

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

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

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

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.

Treatment of cases regarding conflict of interest:

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

**BHEL PSWR
Notice Inviting Tender**

E-Tender Spec No: BHE/PW/PUR/NTPRT-BAL -FOHS/3265

Page 39 of 68

- 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

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

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

~~7. The clause 2.7.9.1 below is added under the heading “Rights of BHEL” of General Conditions of Contract Volume-IC GCC:~~

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

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

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

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

**BHEL PSWR
Notice Inviting Tender**

E-Tender Spec No: BHE/PW/PUR/NTPRT-BAL -FOHS/3265

Page 41 of 68

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

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

Note: “Bank Guarantees issued by Co-operative Banks are not acceptable”.

9. Broad Terms & Conditions of Reverse Auction:

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

“BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) (<https://www.bhel.com/guidelines-reverse-auction-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*

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/NTPRT-BAL -FOHS/3265

Page 42 of 68

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.

10. 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.

11. 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.

12. EXECUTION PLAN, PROGRESS MONITORING, MONTHLY REVIEW AND PERFORMANCE EVALUATION Clause no. 2.9 of Vol I C GCC: Not Applicable

13. OVER RUN COMPENSATION CLAUSE NO. 2.12 of Vol I C GCC: Not Applicable

14. PRICE VARIATION COMPENSATION Clause no. 2.17 of Vol I C GCC: Not Applicable

15. Quantity Variation Clause as 2.14 of of Vol I C GCC: APPLICABLE and amended as below:

"Quantity Variation shall be + - 20% of Awarded Contract Value. No compensation is permissible if contract breaches the downward or upward variation level. No rate revision is permissible for any Variation in Individual BOQ Items".

16. LIQUIDATED DAMAGES/PENALTY: shall be applicable as per Clause 2.7.9 of GCC with modification as : "If the contractor fails to maintain the required progress of work which results in delay in the completion of the work as per the contractual completion period, BHEL shall have the right to impose Liquidated Damage/Penalty at the rate of 0.5% of the contract value, per week of delay or part thereof subject to a maximum of 5% of the contract value".

17. **Clause no. 2.24 of GCC PERFORMANCE GUARANTEE FOR WORKMANSHIP: Applicable as per Clause no. 2.24.1 of GCC & the guarantee period shall commence from the date of Completion of contract as certified by BHEL Site In charge.**

18. **Clause 2.27 LIMITATION ON LIABILITY of General Conditions of contract for services/works has been amended as below:**

“Notwithstanding anything to the contrary in this Contract or LOA or Work Order or any other mutually agreed document between the parties, the maximum liability, for damages, of the contractor, its servants or agents, shall under no circumstances exceed an amount equal to the Price of the Contract or the Work Order. Neither party shall be liable to the other for any indirect or consequential loss or damage, including but not limited to loss of use, loss of profits, or loss of contracts, or special, punitive, exemplary losses whatsoever, arising out of or in connection with this contract.

This shall not be applicable on the recoveries made by Customer from BHEL on account of Contractor, any other type of recoveries for workmanship, material, T&P etc. due from the contractor.”

This shall be the part of General Conditions of Contract for this tender.

19. **Clause for Existing Contractor:**

Existing Contractor** to whom the subject work for [“Balance Erection & Commissioning work of HFO Unloading Area in Fuel Oil Handling & Storage System at 3x800 PVUNL Patratu Project”](#) has been awarded earlier by BHEL shall not be eligible to quote against this tender.

**** Existing Contractor/Supplier will include:**

i). *In case Previous contractor/supplier is The Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor.*

ii). *In case Previous contractor/supplier is The Partnership Firm, any firm comprising of same partners/ some of the same partners (but not including any new partner); or sole proprietorship firm owned by any partner(s) as a sole proprietor.*

Annexure-13 for Bid Security Declaration

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

To,

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

Dear Sir/Madam,

Sub: Bid Security Declaration

E-Tender Spec No: BHE/PW/PUR/NTPRT-BAL -FOHS/3265

JOB Description : [Balance Erection & Commissioning work of HFO Unloading Area in Fuel Oil Handling & Storage System at 3x800 PVUNL Patratu Project](#)

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.

1. 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.
2. 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:

**BHEL PSWR
Notice Inviting Tender**

E-Tender Spec No: BHE/PW/PUR/NTPRT-BAL -FOHS/3265

Page 45 of 68

Annexure-14 (Declaration/Undertaking regarding Conflict of Interest among Bidders)
(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

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

Dear Sir/Madam,

Sub: Declaration/Undertaking regarding Conflict of Interest among Bidders

E-Tender Specification No: BHE/PW/PUR/NTPRT-BAL -FOHS/3265

Job Balance Erection & Commissioning work of HFO Unloading Area in Fuel Oil Handling & Storage System at 3x800 PVUNL Patratu Project

The Bidder declares that they have read and understood the aspects stated in **Sl No. 4 of Annexure-12 above**, 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.

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

Place:
Date:

3265

TECHNICAL CONDITIONS OF CONTRACT (TCC)

BHARAT HEAVY ELECTRICALS LIMITED



TECHNICAL CONDITIONS OF CONTRACT (TCC)

CONTENTS

1	Project Information	Chapter-I
2	Scope of Works	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	Testing & Inspection	Chapter-IX
10	General	Chapter-X
11	Drawings & FQP	Chapter-XI
12	Bill of Quantities and % Weightage of Individual Items	Chapter-XII

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - I: PROJECT INFORMATION

1.1	Project Information: - Patratu STPS Phase-I (3x800 MW), Patratu Thermal Power station
1.1.1	Approach to site Patratu Thermal Power station (PTPS) is located just outside the coal belt of South Karanpura in Ramgarh District of Jharkhand State. Nearest Railway station: Patratu which is at a distance of about 4 km on Barkakhana. Barwadih Railway line. Ranchi/Hatia Railway Station 45 km. Nearest Airport: Ranchi 45 km State capital: Ranchi NOTE: The Bidder shall visit site and get acquainted himself with the conditions prevailing at site before submission of the bid. The information's given here in under are for general guidance and shall not be contractually binding on BHEL/ Owner. The information's given here are based on basic engineering. This information's may change during detailed engineering. All relevant site data/ information's as may be necessary shall have to be obtained /collected by the Bidder

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - II: Scope of Works

1.0. The scope of work shall comprise but not limited to the following:

- a) The bidder must acknowledge the current state of work for execution of balance work of HFO unloading area. Hence referred as B2 part for all future references.
- b) Bidder to collect the material from BHEL store, local transportation of material from store to designated erection site shall be in the bidder's scope.
- c) Erection of 450 NB HFO unloading header, 300 NB Steam header, 100NB condensate header, 20 NB steam tracing piping with hundred (100) Numbers 80 NB hose connections for connecting neoprene rubber flexible hoses to railway wagons with required fittings and support structures. Refer GA drawing, layout and P&ID for B2 part details.
- d) Erection & commissioning of Sump pumps with motor for unloading trench/pits as per drawing.
- e) Surface preparation and application of two coats of Aluminium Heat Resistant paints on erected pipelines followed complete insulation (LRB mattress) and Aluminium cladding for all steam, condensate and Fuel oil piping, valves, etc. as required and specified in B2 part. Supply of paint/primer as per paint schedule included with bidder's scope.
- f) Installation of 100 nos. 80 NB flexible hoses each of 8 m length with coupling & fitting for connecting to wagons for fuel oil unloading. Agency to also provide manpower assistance for one (01) complete rack of HFO wagon unloading activity.
- g) Installation of 80 nos. 50 NB flexible hoses each of 8 m length with coupling & fitting for steam service and eighty (80) nos. for condensate service.
- h) All HFO piping, steam header & steam tracing in B2 part including valves, fittings, strainers and other equipments as applicable as per P&ID.
- i) Installation of instruments as per P&ID for B2 part.
- j) BOQ of balance HFO Unloading, steam and condensate piping line is attached as per Annexure-1. Total tonnage of erection work is 155 ton of piping excluding insulation & AL sheeting (completion of painting , insulation with AL sheeting for complete piping of B2 part). Quantum of LRB insulation work on pipings is estimated as 3536 sqm with Al. cladding of 5.484 ton.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - II: Scope of Works

BOQ

SN	Description	UOM	Qty.	Weightage
1	Erection & commissioning of HFO, steam, condensate Pipe, valves, Pumps, Fittings including Hoses Fitment for B2 part completion	MT	155	0.9
2	LRB mattress Insulation including 2 coat Al HR Primer and Completion of Aluminium Cladding	Sqm (MT)	3536 (36.830)	0.1

NOTE- above given quantities are tentative may change during the course of work execution. Quantities here mentioned to give vendor brief idea about the quantum of work for better understanding.

Annexure-1 Detailed Break-up of above BOQ

DESCRIPTION	LOCATION	SIZE		Required Quantity	UNIT	WEIGHT
HFO						
HOSE	HFO U/L STATION	80NB	HFO	100	NOS	NA
BALL VALVE	FOR HFO U/L HOSE	80NB	HFO	100	NOS	NA
FLANGE	FOR HFO U/L HOSE BALL VALVE	80NB	HFO	100	NOS	390
GASKET	FOR HFO U/L HOSE BALL VALVE	80NB	HFO	200	NOS	-
PIPE	U/L HOSE TO U/L HEADER	80NB	HFO	100	MTR	830
ELBOW		80NB	HFO	100	NOS	503
PIPE	HFO U/L HEADER	450NB	HFO	652	MTR	57767.2
EQUAL TEE	HFO U/L HEADER	450NB	HFO	3	NOS	381
GATE VALVE	HFO U/L HEADER TO PUMP HOUSE	450NB	HFO	3	NOS	NA
FLANGE	HFO U/L HEADER TO PUMP HOUSE	450NB	HFO	8	NOS	391.2
BLIND FLANGE	HFO U/L HEADER TO PUMP HOUSE	450NB	HFO	2	NOS	187.4
GASKET	HFO U/L HEADER TO PUMP HOUSE	450NB	HFO	8	NOS	-
PIPE	HFO U/L HEADER TO PUMP HOUSE	450NB	HFO	76	MTR	6733.6
TEMPERATURE GAUGE	HFO U/L HEADER TO PUMP HOUSE	-	HFO	1	NOS	NA

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - II: Scope of Works

DESCRIPTION	LOCATION	SIZE		Required Quantity	UNIT	WEIGHT
PRESURE GAUGE	HFO U/L HEADER TO PUMP HOUSE	-	HFO	1	NOS	NA
LEVEL SWITCH	HFO U/L HEADER TO PUMP HOUSE	-	HFO	1	NOS	NA
Sump Pump 10 M3 /hr with Motor (Unloading Header Trench)	HFO U/L valve pit in railway yard area	-	HFO	2	NOS	NA
Sump Pump 10 M3 /hr with Motor (Valve Pit)	HFO U/L Trench outside HFO pump House, already installed	-	HFO	2	NOS	NA
GLOBE VALVE	PRESSURE GAUGE ROOT VALVE	15NB	HFO	1	NOS	NA
BALL VALVE	U/L HEADER DRAIN	50NB	HFO	2	NOS	NA
BALL VALVE	U/L HEADER VENT	50NB	HFO	2	NOS	NA
STRUCTURE SUPPORT	U/L HOSE TO U/L HEADER	-	HFO		-	13554.13
STEAM						
STEAM HOSE	U/L HEADER STATION	50NB	STEAM	80	NOS	NA
GATE VALVE	U/L HEADER STATION	50NB	STEAM	80	NOS	NA
FLANGE	U/L HEADER STATION	50NB	STEAM	80	NOS	168
GASKET	U/L HEADER STATION	50NB	STEAM	160	NOS	-
PIPE	HOSE TO STEAM HEADER	50NB	STEAM	235	MTR	1278.4
ELBOW	HOSE TO STEAM HEADER	50NB	STEAM	80	NOS	122.32
PIPE	STEAM HEADER	300NB	STEAM	730	MTR	58202.9
FLANGE	STEAM HEADER	300NB	STEAM	2	NOS	52.4
BLIND FLANGE	STEAM HEADER	300NB	STEAM	2	NOS	86.4
GASKET	STEAM HEADER	300NB	STEAM	2	NOS	-
PIPE	STEAM HEADER TO PUMP HOUSE	300NB	STEAM	76	MTR	6059.48
ELBOW	STEAM HEADER	300NB	STEAM	11	NOS	385
GLOBE VALVE	STEAM HEADER VENT	50NB	STEAM	1	NOS	NA
GATE VALVE	TRAP STATION	20NB	STEAM	24	NOS	NA
GLOBE VALVE	TRAP STATION	20NB	STEAM	12	NOS	NA
CHECK VALVE	TRAP STATION	20NB	STEAM	12	NOS	24
PIPE	TRAP STATION	20NB	STEAM	60	MTR	101.4
STEAM TRAP	TRAP STATION-	20NB	STEAM	12	NOS	12
HALF COUPLING	TRAP STATION-	20NB	STEAM	12	NOS	5.52
CONDENSATE						
CONDENSATE HOSE	U/L HEADER STATION	50NB	CONDENSATE	80	NOS	NA

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - II: Scope of Works

DESCRIPTION	LOCATION	SIZE		Required Quantity	UNIT	WEIGHT
FLANGE	U/L HEADER STATION	50NB	CONDENSATE	80	NOS	168
GASKET	U/L HEADER STATION	50NB	CONDENSATE	80	NOS	-
STEAM TRAP	TRAP ASEMBLY	40NB	CONDENSATE	80	NOS	124
GLOBE VALVE	TRAP ASEMBLY	20NB	CONDENSATE	80	NOS	NA
CHECK VALVE	TRAP ASEMBLY	20NB	CONDENSATE	80	NOS	160
GATE VALVE	TRAP ASEMBLY	20NB	CONDENSATE	160	NOS	NA
ECC REDUCER	TRAP ASEMBLY	50NB X 20NB	CONDENSATE	160	NOS	48
ECC REDUCER	TRAP ASEMBLY	20NB X 40NB	CONDENSATE	160	NOS	30.4
PIPE	TRAP ASEMBLY	20NB	CONDENSATE	480	MTR	811.2
PIPE	CONDENSATE HEADER	100NB	CONDENSATE	730	MTR	642.8
PIPE	TRAP ASSEMBLY	40NB	CONDENSATE	80	MTR	903.2
FLANGE	CONDENSATE HEADER	100NB	CONDENSATE	2	NOS	10.6
BLIND FLANGE	CONDENSATE HEADER	100NB	CONDENSATE	2	NOS	14
GASKET	CONDENSATE HEADER	100NB	CONDENSATE	2	NOS	-
PIPE	CONDENSATE HEADER TO PUMP HOUSE	100NB	CONDENSATE	40	MTR	337.47
GLOBE VALVE	CONDENSATE HEADER VENT	15NB	CONDENSATE	2	NOS	NA
GLOBE VALVE	CONDENSATE HEADER DRAIN	15NB	CONDENSATE	2	NOS	NA
STEAM TRACER						
GATE VALVE	TRAP STATION	20NB	TRACER	42	NOS	NA
GLOBE VALVE	TRAP STATION	20NB	TRACER	21	NOS	NA
CHECK VALVE	TRAP STATION	20NB	TRACER	21	NOS	42
PIPE	TRAP STATION	20NB	TRACER	145	MTR	245.05
PIPE	HFO U/L HEADER STEAM TRACING	20NB	TRACER	1956	MTR	3305.64
PIPE	HFO U/L HEADER TO PUMP HOUSE STEAM TRACING	20NB	TRACER	228	MTR	385.32
ELBOW	HFO U/L HEADER STEAM TRACING	20NB	TRACER	14	NOS	1.4
ELBOW	HFO U/L HEADER STEAM TRACING	20NB	TRACER	42	NOS	4.2
EQUAL TEE	HFO U/L HEADER STEAM TRACING	20NB	TRACER	14	NOS	3.78
STEAM TRAP	TRAP STATION- Read Justification	20NB	TRACER	21	NOS	21
HALF COUPLING	TRAP STATION- Read Justification	20NB	TRACER	21	NOS	9.66
HALF COUPLING	TRAP STATION- Read	25NB	TRACER	21	NOS	15.75

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - II: Scope of Works

DESCRIPTION	LOCATION	SIZE		Required Quantity	UNIT	WEIGHT
	Justification					
GATE VALVE	TRAP STATION- Read Justification	25NB	TRACER	21	NOS	NA
REDUCER	TRAP STATION- Read Justification	25NB X 20NB	TRACER	21	NOS	3.78
	Weight (Kg)					154522.6
						~155 MT

Insulation & Cladding Sheet

Sr. No.	Instrument / Equipment / Line No.	Pipe Size	Pipe Length	OD of pipe	insulation thickness	OD with insulation	surface area circumference	Qty of lrb Sq mtr	Al cladding 24SWG(Kg)
		NB	Mtr	MM	mm				1.55 KG per sq mtr
1	HFO U/L HEADER	450	652	457.2	50	557.2	1750.722	1141.471	1769.28
2	HFO U/L HEADER TO PUMP HOUSE PIPE LINE	450	76	457.2	50	557.2	1750.722	133.055	206.235
3	STEAM HEADER	300	730	323.85	125	573.85	1803.037	1316.217	2040.136
4	STEAM LINE FROM HEADER TO PUMP HOUSE	300	76	323.85	125	573.85	1803.037	137.031	212.398
5	CONDENSATE HEADER	100	730	114.3	75	264.3	830.431	606.214	939.632
6	PIPE LINE FROM CONDENSATE HEADER TO PUMP HOUSE	100	40	114.3	75	264.3	830.431	33.217	51.487
			2304					3367.205	5219.168
							Including Wastage of 5 %	3535.6 sqm	5480.1

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - III: Facilities in the scope of Contractor/BHEL

(SCOPE MATRIX)

SCOPE OF SUPPLY/ EXCLUSIONS:

- a) Material Supply as per Annexure-1 BOQ including required structures shall be provided by BHEL as a FREE issue to bidder for E&C work as specified above for B2 part.
- b) Supply of paint/primer as per paint schedule included with bidder's scope.
- c) All associated civil work is in BHEL scope.
- d) Water and Electricity for construction purposes only of Voltage 415/440 V, 3 phase, 50Hz single point source shall be provided by BHEL free at a maximum distance of 500 M from site.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

Bidder shall arrange & deploy all the T&Ps, consumables & testing equipment required for successful & satisfactory completion of the scope of work & to meet the schedule. T&Ps like welding machines, booths, fabrication sheds, oven, Hydra/Farana, drilling machine, winches, chain pulley blocks, compressors, portable ovens, UT, Radiography sources, LPT, safety Tools and tackles, safety PPEs. This is not exhaustive list and any other T&P, consumables and testing equipment necessary for completion for scope of work is in the scope of bidder and shall be arranged by bidder within the quoted rates.

The essence of site fabrication works is expeditious and accurate work. It is highly desirable that in the process minimum wastage is generated.

All tools & plants to be used by the bidder shall have prior approval of BHEL engineer regarding brand, type and specifications. Such tools & plants shall be regularly tested and fitness certificates shall be obtained and submitted to BHEL on regular basis

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter – V: T&Ps and MMEs to be deployed by BHEL on sharing basis

NO T&P will be Provided by BHEL. Otherwise explicitly mentioned in Tender conditions.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VI: Time Schedule

The time for completion of job is **06 (Six) months** from the start of work. Start date of work shall be mutually decided at site with BHEL. Erection work on any section if delayed due to non-availability of fronts (in BHEL scope) shall be taken care for time extension. BHEL Engineer decision in this matter shall be final.

Mobilization- as per the instruction of BHEL engineer

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VII: Terms of Payment

7. Terms of Payment-

70% payment against Erection of BOQ as per approved BBU and joint protocol/work measurement sheet signed by BHEL & PVUNL against fitup of pipes with associated branching and tapings, welding completion as per FQP and completion of pipe support including painting as per FQP. Detailed BBU shall be approved at site after release of work order.

- 20% retention payment against testing (DPT, RT, Hydro test, Cardboard blasting & insulation & Aluminium cladding as applicable).
- 5% retention payment against assistance for commissioning of system (B2 part).
- 2.5% retention payment against completing of punch points.
- 2.5% retention payment against materials reconciliation.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VIII: Taxes and Other Duties

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

- 1) All taxes excluding GST, GST Cess & BOCW Cess but including, Royalties, fees, license, deposits, commission, any State or Central Levy and other charges whatsoever, if any, shall be borne by you and shall not be payable extra.
- 2) Any increase of the taxes excluding GST, GST Cess & BOCW Cess, at any stage during execution including extension of the contract shall have to be borne by the contractor. Quoted/ accepted rates/ price shall be inclusive of all such requirements. Please note that since GST on output will be S.No. 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

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VIII: Taxes and Other Duties

GST Law. The same will be liable to be recovered from the successful bidder, if such delay is not attributable to BHEL.

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

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

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

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VIII: Taxes and Other Duties

transported, details of place of origin and destination, GSTIN of the person liable for paying tax whether as consigner, consignee or goods transport agency, and also containing other information as mentioned under rule 46.

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

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

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

- 17) Refer Annexure - 2 for BOCW Act & Cess Act.

ANNEXURE-1

State wise GSTIN no.s of BHEL

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

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VIII: Taxes and Other Duties

9	Telangana	36AAACB4146P1ZG
---	-----------	-----------------

ANNEXURE-2

BOCW Act & Cess Act

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

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

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VIII: Taxes and Other Duties

make payment of all statutory payments & compensation under the Employees' Compensation Act, 1923.

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

TESTING AND INSPECTION REQUIREMENTS:

- a) Bidder shall maintain and follow the field quality plan requirements approved by BHEL/PVUNL.
- b) Approved methods of radiographic, ultrasonic or other non-destructive testing as applicable shall be used for the welding of critical components / assembly as per FQP.
- c) The bidder shall use the BHEL / NTPC approved quality welding electrodes only.
It shall be the responsibility of the bidder to obtain prior approval of BHEL, before procurement, regarding suppliers, type of electrodes etc. On receipt of the electrodes at site, it shall be subject to inspection and approval by BHEL. The bidder shall inform BHEL details regarding type of electrodes, batch number and date of expiry etc.

The bidder shall solely be responsible for the safety & security of material after it is handed over and issued by the BHEL

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-X General

RETURN OF MATERIALS

All surplus pipes, fittings, valves, insulation, cladding sheet and all wastage materials will be return back to BHEL by bidder after completion of work.

Misc. Procurement reimbursement clause (Material Procurement by Bidder):

Based on prior approval of BHEL, bidder shall make their own arrangement for raw against any leftout/missing BOQ to value limited to Rs. 3,00,000/- in case the same is not available for Free issue material from BHEL depending on the material criticality to complete the given part. This will be applicable for flanges, gaskets, fasteners).

Above procurement if advised by BHEL, it shall be from approved source/dealer only and agency shall take BHEL MDCC before actual supply of it. Further rate of steel and payment of same shall be mutually agreed at that time based on prevailing market rate. Payment against this clause shall be done only after material receipt at site and its verification from BHEL Or Customer as applicable.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-XI Drawings & FQP

Refer Vol - IE - Drawings attached separately for Drawings ,Paint Schedule & FQP.

Following Typical drawings, paint schedules & FQP are attached for reference.

- 1. Piping layout in railway unloading area - 9595-001-130-PVM-P-033A**
- 2. P&ID for HFO System - 9595-001-130-PVM-P-033A**
- 3. Paint Schedule - 9585-001-130-PVM-Y-031**
- 4. FQP - 9585-001-130-QVM-G-001**

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-XII Schedule of items Quantities and Factor for deriving Item Rate from the accepted Lump-sum Price

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

<u>CONTENTS</u>	
Description	Remarks
PART A: Instructions to the Bidders	Instructions
PART B: BOQ and % 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 in the E- Procurement portal entitled as “ Part-C of Vol-II Price Bid ”.

Part A: Instructions to the Bidders

1. The quantity indicated in the BOQ for both the Packages is approximate only and is liable for variation. Payment will be as per actual quantity executed as certified by BHEL Engineer.
2. **Bidders shall quote Total Lump-sum Price for the entire scope of work at the excel sheet provided in the E-Procurement Portal titled as “Part-C of Vol-II Price Bid”.** Price mentioned elsewhere in the offer of the bidder shall be treated as Null and Void.
3. BHEL has fixed the % weightages as in “Part-B” for the amount of individual items of Schedule of Quantity of Package-A w.r.t. the total price of Price Bid Vol-II for package.
4. Based on the pre-fixed % weightages, amount of individual items shall be derived by BHEL. This amount shall not be rounded off.
5. 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.
6. 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 uploaded at the e-Portal.**

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-XII Schedule of items Quantities and Factor for deriving Item Rate from the accepted Lump-sum Price

7. 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 6 above.

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

PART B : % weightage for amount of individual items of Schedule of quantity w.r.t. the total price:

SI no.	Description of Work	Unit	Qty	Weightage	Unit Rate	Total Amount (Rs.) (X)
1	Erection & commissioning of HFO, steam, condensate Pipe, valves, Pumps, Fittings including Hoses Fitment for B2 part completion	MT	155	0.9		
2	LRB mattress Insulation including 2 coat Al HR Primer and Completion of Aluminium Cladding	Sqm (MT)	3536 (36.830)	0.1		
Total Weightage				1.0		