

E-TENDER SPECIFICATION

Sl No	E-Tender Specification Number
1	BHE/PW/PUR/TLRPT-ENB-SHED/2646

Dismantling of TWO (02 No.) Closed storage Sheds and ONE (1 No.) PEB Office shed at Wanakbori Project site and TWO (02 Nos.) PEB Office Sheds at Uppur TPS, Transportation of the same to 2x660MW NTPC Talcher TPS Project site and Reerection of the Five (05 Nos.) Sheds on Existing Foundation

at

2x660 MW NTPC Talcher TPS

VOLUME - I

FOR

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
	Additional Annexures
Volume II	Price Bid

Bharat Heavy Electricals Limited



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

CONTENTS		
Volume No	Description	Hosted in website bhel.com (Briefly) and detailed in BHEL e-Procurement Portal as files titled
NIL	Tender Specification Issue Details	(Part of <u>Vol-IA-2646</u>)
NIL	Notice Inviting Tender	(Part of <u>Vol-IA-2646</u>)
I-A	Technical Conditions of Contract	Vol-I-A-2646
I-B	Special Conditions of Contract	Vol-I-BCD-2646
I-C	General Conditions of Contract	(Part of Vol-I-BCD-2646)
I-D	Forms & Procedures	(Part of Vol-I-BCD-2646)
	Additional Annexures	
II	Price Bid Specification as specified in E-Procurement Portal	Volume-II-2646

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at

2x660 MW NTPC Talcher TPS

EARNEST MONEY DEPOSIT: Refer Notice Inviting Tender

LAST DATE FOR Refer Notice Inviting Tender
TENDER SUBMISSION

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

M/s.

.....

PLEASE NOTE:
THESE TENDER SPECS DOCUMENTS ARE NOT TRANSFERABLE.

For Bharat Heavy Electricals Limited

GM (Purchase)

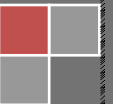
Place: Nagpur

Date:

2646

NOTICE INVITING TENDER

Bharat Heavy Electricals Limited



BHEL PSWR
Notice Inviting Tender

E-Tender Specification No: BHE/PW/PUR/TLRPT-ENB/2646

Pg 5 of 80

Ref: BHE/PW/PUR/TLRPT-ENB-SHED/2646

Date: 11/10/2022

NOTICE INVITING E-TENDER (NIT)

NOTE: BIDDER MAY DOWNLOAD/ UPLOAD THE TENDER/ OFFER FROM/ON BHEL E-PROCUREMENT PORTAL → <https://eprocurebhel.co.in>

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) 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	E-TENDER NUMBER	BHE/PW/PUR/TLRPT-ENB-SHED/2646	
ii	Broad Scope of job	Dismantling of TWO (02 No.) Closed storage Sheds and ONE (1 No.) PEB Office shed at Wanakbori Project site and TWO (02 Nos.) PEB Office Sheds at Uppur TPS, Transportation of the same to 2x660MW NTPC Talcher TPS Project site and Reerection of the Five (05 Nos.) Sheds on Existing Foundation at 2x660 MW NTPC Talcher TPS	
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		Additional Annexures	Applicable
F	Volume-II	Price Bid as specified in E-Procurement Portal	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 :11/10/2022, Time :17:00 Closes : 25/10/2022, Time : 13:00 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: 25/10/2022, Time: 13.00 Hrs	Applicable

BHEL PSWR
Notice Inviting Tender

E-Tender Specification No: BHE/PW/PUR/TLRPT-ENB/2646

Pg 6 of 80

S No.	ISSUE	DESCRIPTION	
	OF OFFER SUBMISSION	Place: on E-Tender Portal https://eprocurebhel.co.in	
vi	OPENING OF TENDER (Techno-Commercial Bid)	Date: 25/10/2022, 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	2,50,000/- (Rupees Two Lakh Fifty Thousand Only) Important Note: Bidders kindly to take note that EMD (Earnest Money Deposit) shall be furnished by MSE bidders as well, as per the amount and procedure indicated in the NIT/GCC.	Applicable
viii	COST OF TENDER	Free	
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: Tapish Kumar Designation: Manager Deptt: Purchase Address: Floor no. 5 & 6, Shree Mohini Complex, 345 Kingsway, Nagpur-440001 Mobile-9010903666 Email : tapishkhandelwal@bhel.in 2) Mr. Kamlesh Kumar Designation: DGM Deptt: Purchase Address: Floor no. 5 & 6, Shree Mohini Complex, 345 Kingsway, Nagpur-440001 Email: kamleshbhel@bhel.in Mob: 9425554615 3) Name: R. M. Malhotra Designation: GM Deptt: Purchase Address: Floor no. 5 & 6, Shree Mohini Complex, 345 Kingsway, Nagpur-440001	Applicable
x	SCHEDULE OF Pre Bid Discussion (PBD)		Not Applicable
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)		Not Applicable

BHEL PSWR
Notice Inviting Tender

E-Tender Specification No: BHE/PW/PUR/TLRPT-ENB/2646

Pg 7 of 80

S No.	ISSUE	DESCRIPTION
xii	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com -->Tender Notifications →View Corrigendum), Central Public Procurement portal (https://eprocure.gov.in/epublish/app) & on e-tender portal https://eprocurebhel.co.in and not in the newspapers. Bidders to keep themselves updated with all such information.

- 2.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly signed digitally using Class III DSC & uploaded in E-Procurement Portal, as part of offer. **Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form in the techno-commercial offer other than the Price Bid, shall not be entertained.**
- 3.0 Not Used
- 4.0 Unless specifically stated otherwise, bidder shall deposit EMD as per clause 1.9 of General Conditions of Contract.

For Electronic Fund Transfer the details are as below:-

NAME OF THE BENEFICIARY	BHARAT HEAVY ELECTRICALS LTD
ADDRESS OF THE COMPANY	5 th 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.

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

**BHEL PSWR
Notice Inviting Tender**

E-Tender Specification No: BHE/PW/PUR/TLRPT-ENB/2646

Pg 8 of 80

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.
- iii. 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.
- iv. 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.
- v. A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

DO NOT'S

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

Digital Signing of e-Tender

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

The Requirement:

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

BHEL has finalized the e-procurement service Provider:-

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>

BHEL PSWR
Notice Inviting Tender

E-Tender Specification No: BHE/PW/PUR/TLRPT-ENB/2646

Pg 9 of 80

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

BHEL PSWR
Notice Inviting Tender

E-Tender Specification No: BHE/PW/PUR/TLRPT-ENB/2646

Pg 10 of 80

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

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

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

	OUTER COVER	
	<u>ENVELOPE-IV (MAIN ENVELOPE / OUTER ENVELOPE)</u>	

**BHEL PSWR
Notice Inviting Tender**

E-Tender Specification No: BHE/PW/PUR/TLRPT-ENB/2646

Pg 11 of 80

	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 **Assessment of Capacity of Bidders:**
- A. Bidder's capacity for executing the job under tender shall be assessed 'LOAD' wise and 'PERFORMANCE' wise as per the following:
- I. **LOAD:** Load takes into consideration **ALL** the contracts of the Bidder under execution with BHEL Regions, irrespective of whether they are similar to the tendered scope or not. The cut off month for reckoning 'Load' shall be the 3rd Month preceding the month corresponding to the 'latest date of bid submission', in the following manner -
(**Note:** For example, if latest bid submission is in Jan 2017, then the 'load' shall be calculated up to and inclusive of Oct 2016)

Total number of Packages in hand = Load (P)

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

- II. **PERFORMANCE:** Here 'Monthly Performance' of the bidder for all the packages (under execution/ executed during the 'Period of Assessment' in all Power Sector Regions of BHEL) **SIMILAR** to the packages covered under the tendered scope, excepting packages not commenced shall be taken into consideration. The 'Period of Assessment' shall be 6 months preceding and including the cut off month. The cut off month for reckoning 'Period of Assessment' shall be the 3rd Month preceding the month corresponding to 'latest date of bid submission', in the following manner:

BHEL PSWR
Notice Inviting Tender

E-Tender Specification No: BHE/PW/PUR/TLRPT-ENB/2646

Pg 12 of 80

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

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

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

- a) $P_1, P_2, P_3, P_4, P_5, \dots, P_N$ etc. be the packages (under execution/ executed during the 'Period of Assessment' in all Regions of BHEL) **SIMILAR** to the packages covered under the tendered scope, excepting packages not commenced. Total number of similar packages for all Regions = P_T (i.e. $P_T = P_1 + P_2 + P_3 + P_4 + \dots + P_N$)
- b) Number of Months ' T_1 ' for which 'Monthly Performance Evaluation' as per relevant formats, should have been done in the 'Period of Assessment' for the corresponding similar package P_1 . Similarly T_2 for package P_2, T_3 for package P_3 , etc. for the tendered scope. Now calculate cumulative total months ' T_T ' for total similar Packages ' P_T ' for all Regions (i.e. $T_T = T_1 + T_2 + T_3 + T_4 + \dots + T_N$)
- c) Sum ' S_1 ' of 'Monthly Performance Evaluation' Scores ($S_{1-1}, S_{1-2}, S_{1-3}, S_{1-4}, S_{1-5} \dots S_{1-T_1}$) for similar package P_1 , for the 'period of assessment' ' T_1 ' (i.e. $S_1 = S_{1-1} + S_{1-2} + S_{1-3} + S_{1-4} + S_{1-5} + \dots + S_{1-T_1}$). Similarly, S_2 for package P_2 for period T_2 , S_3 for package P_3 for period T_3 etc. for the tendered scope for all Regions. Now calculate cumulative sum ' S_T ' of 'Monthly Performance Evaluation' Scores for total similar Packages ' P_T ' for all Regions (i.e. ' $S_T = S_1 + S_2 + S_3 + S_4 + S_5 + \dots + S_N$ ')
- d) **Overall Performance Rating ' R_{BHEL} ' for the Similar Package/Packages** (under execution/ executed during the 'Period of Assessment') in all the Power Sector Regions of BHEL

Aggregate of Performance scores for all similar packages in all the Regions

= -----

**Aggregate of months for each of the similar packages for which performance
should have been evaluated in all the Regions**

$$= \frac{S_T}{T_T}$$

- e) Bidders to note that the risk of non-evaluation or non-availability of the 'Monthly Performance Evaluation' reports as per relevant formats is to be borne by the Bidder.**

- f) Table showing methodology for calculating 'a', 'b' and 'c' above**

Sl. No.	Item Description	Details for all Regions							Total
(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)	(x)

BHEL PSWR
Notice Inviting Tender

E-Tender Specification No: BHE/PW/PUR/TLRPT-ENB/2646

Pg 13 of 80

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

- ii). Calculation of Overall 'Performance Rating' (R_{BHEL}) in case at least 6 evaluation scores for 'similar Package/Packages' for the tendered scope ARE NOT AVAILABLE, during the 'Period of Assessment':

This shall be obtained by summing up the 'Monthly Performance Evaluation' scores obtained by the bidder in all Regions for ALL the packages, divided by the total number of Package months for which evaluation should have been done. ' R_{BHEL} ' shall be calculated subject to availability of 'performance scores' for at least 6 'package months' in the order of precedence below:

- 'Period of Assessment' i.e. 6 months preceding and including the cut-off month
- 12 months preceding and including the cut-off month
- 24 months preceding and including the cut-off month

In case, R_{BHEL} cannot be calculated as above, then Bidder shall be treated as 'NEW VENDOR'. Further eligibility and qualification of this bidder shall be as per definition of 'NEW VENDOR' described in 'Explanatory Notes'.

- iii). Factor "L" assigned based on Overall Performance Rating (R_{BHEL}) at Power Sector Regions:

BHEL PSWR
Notice Inviting Tender

E-Tender Specification No: BHE/PW/PUR/TLRPT-ENB/2646

Pg 14 of 80

Sl. no.	Overall Performance Rating (R _{BHEL})	Corresponding value of 'L'
1	=60	NA
2	> 60 and ≤ 65	0.4
3	> 65 and ≤ 70	0.35
4	> 70 and ≤ 75	0.25
5	> 75 and < 80	0.2
6	≥ 80	NA

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

III. 'Assessment of Capacity of Bidder':

'Assessment of Capacity of Bidder' is based on the Maximum number of packages for which a vendor is eligible, considering the performance scores of similar packages, as below:

Max number of packages $P_{\text{Max}} = (R_{\text{BHEL}} - 60)$ divided by corresponding value of 'L', i.e. $(R_{\text{BHEL}} - 60)/L$

Note:

- i). In case the value of P_{Max} results in a fraction, the value of P_{Max} is to be rounded off to next whole number
- ii). For $R_{\text{BHEL}} = 60$, $P_{\text{Max}} = '1'$
- iii). For $R_{\text{BHEL}} \geq 80$, there will be no upper limit on P_{Max}

The Bidder shall be considered 'Qualified' as per 'Assessment of Capacity of Bidder' for the subject Tender if $P \leq P_{\text{Max}}$

(Where P is calculated as per clause 'I' above)

In addition to above, in case contractor fails to score more than 5 (five) marks in the scaled down scores of HSEPES for "more than 2 months in a period of 6 months preceding and including the cut-off month in any single package", the contractor shall be considered disqualified for ongoing tender(s) of BHEL. Qualification of bidder for further tendering process shall be subject to qualifying this condition in addition to qualifying requirements mentioned in PQR. Bidders who did not qualify this condition shall not be considered under the provisions of clause 9 IV (iv) of NIT.

IV. Explanatory note:

- i). Similar package means Boiler or ESP or Piping or Turbine or Civil or Structure or Electrical or C&I etc. at the individual level irrespective of rating of Plant and irrespective of whether the subject tender is a single package or as part of combined/composite packages. Normally Boiler, ESP, Piping, Turbine, Electrical, C&I, Civil, Structure etc. is considered individual level of package. For example, in case the tendered scope is a Boiler Vertical Package comprising of Boiler, ESP and Power Cycle Piping (i.e. the 'identified packages as per Table-1 below), the 'PERFORMANCE' part against sl.no. II above, needs to be evaluated considering all the identified packages (i.e. Boiler, ESP and Power Cycle Piping) and finally the Bidder's capacity to execute the tendered scope is assessed in line with III above.

- ii). Identified Packages (Unit wise)

Table-1

Civil	Electrical and C&I	Mechanical
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BHEL PSWR
Notice Inviting Tender

E-Tender Specification No: BHE/PW/PUR/TLRPT-ENB/2646

Pg 15 of 80

i). Enabling works ii). Pile and Pile Caps iii). Civil Works including foundations iv). Structural Steel Fabrication & Erection v). Chimney vi). Cooling Tower vii). Others (Civil)	i). Electrical ii). C&I iii). Others (Elect. and C&I)	i). Boiler & Aux (All types including CW Piping if applicable) ii). Power Cycle Piping/Critical Piping iii). ESP iv). LP Piping v). Steam Turbine Generator set & Aux vi). Gas Turbine Generator set & Aux vii). Hydro Turbine Generator set & Aux viii). Turbo Blower (including Steam Turbine) ix). Material Management x). FGD xi). ACC xii). Others (Mechanical)
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- iii). Bidders who have not been evaluated for at least six package months in the last 24 months preceding and including the Cut-off month in the online BHEL system for contractor performance evaluation in BHEL PS Regions, shall be considered “NEW VENDOR”.

A ‘NEW VENDOR’ shall be considered qualified subject to satisfying all other tender conditions.

A ‘NEW VENDOR’ if awarded a job (of package/packages identified under this clause) shall be tagged as “FIRST TIMER” on the date of first LOI from BHEL.

The “FIRST TIMER” tag shall remain till completion of all the contracts against which vendor has been tagged as First Timer or availability of 6 evaluation scores within last 24 months preceding and including the Cut-off month in the online BHEL system for contractor performance evaluation in BHEL PS Regions.

A Bidder shall not be eligible for the next job as long as the Bidder is tagged as “FIRST TIMER” excepting for the Tenders which have been opened on or before the date of the bidder being tagged as ‘FIRST TIMER’.

After removal of ‘FIRST TIMER’ tag, the Bidder shall be considered ‘QUALIFIED’ for the future tenders subject to satisfying all other tender conditions including ‘Assessment of Capacity of Bidders’.

- iv). Consequent upon applying the criteria of ‘Assessment of Capacity of Bidders’ detailed above on all the bidders qualified against Technical and Financial Qualification criteria, if the number of qualified bidders reduces to less than four, then for further processing of the Tender, BHEL at its discretion reserves the right to also consider the bidders who are “not qualified” as per criteria of ‘Assessment of Capacity of Bidders’ and for this, procedure described in following three options shall be followed:
- All the bidders having Overall Performance Rating (R_{BHEL}) ≥ 60 shall be considered qualified against criteria of ‘Assessment of Capacity of Bidders’.
 - If even after using option “a”, the number of qualified bidders remains less than four, then in addition to bidders considered as per option “a”, “First timer” bidders having average of

BHEL PSWR
Notice Inviting Tender

E-Tender Specification No: BHE/PW/PUR/TLRPT-ENB/2646

Pg 16 of 80

available performance scores ≥ 60 upto and including the Cut Off month shall also be considered qualified against criteria of 'Assessment of Capacity of Bidders'.

- c) If even after using option "a" and "b", the number of qualified bidders remains less than four, then in addition to bidders considered as per option "a" and "b", "First timer" bidders for whom no performance score is available in the system upto and including the Cut Off month, shall also be considered qualified against criteria of 'Assessment of Capacity of Bidders'.

Note:- In case, the number of bidders qualified against Technical and Financial Qualification criteria itself is less than four, then all bidders (a)- having Overall Performance Rating (R_{BHEL}) ≥ 60 , (b)- "First timer" bidders having average of available performance scores ≥ 60 upto and including the Cut Off month, (c)- "First timer" bidders for whom no performance score is available in the system upto and including the Cut Off month, shall be considered qualified against criteria of 'Assessment of Capacity of Bidders' for further processing of tender.

- v). 'Under execution' shall mean works in progress as per the following:
- a. Up to execution of 90% of anticipated Contract Value in case of Civil, MM, Structural and Turbo Blower Packages
 - b. Up to Steam Blowing in case of Boiler/ESP/Piping Packages
 - c. Up to Synchronization in all Balance Packages

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

- vi). Contractor shall provide the latest contact details i.e. mail-ID and Correspondence Address to SCT Department, so that same can be entered in the Contractor Performance Evaluation System, and in case of any change/discrepancy same shall be informed immediately. Login Details for viewing scores in Contractor Performance Evaluation System shall be provided to the Contractor by SCT Department.
- vii). Performance Evaluation for Activity Month shall be completed in Evaluation Month (i.e. month next to Activity Month) or in rare cases in Post Evaluation Month (i.e. month next to Evaluation Month) after approval from Competent Authority. In case scores are not acceptable, Contractor can submit Review Request to GM Site/ GM Project latest by 27th of Evaluation Month or 5 days after approval of score, whichever is later. However, acceptance/rejection of 'Review Request' solely depends on the discretion of GM Site/GM Project. After acceptance of Review Request, evaluation score shall be reviewed at site and the score after completion of review process shall be acceptable and binding on the contractor.
- viii). Project on Hold due to reasons not attributable to bidder -
- a. **Short hold:** Evaluation shall not be applicable for this period, however, Loading will be considered.
 - b. **Long hold:** Short hold for continuous six months and beyond or hold on account of Force Majeure shall be considered as Long Hold. Evaluation as well as Loading shall not be considered for this period.
- ix). Performance evaluation as specified above in this clause is applicable to Prime bidder and Consortium partner (or Technical tie up partner) for their respective scope of work.

10.0 Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc. before quoting for this tender. They may also consult this

BHEL PSWR
Notice Inviting Tender

E-Tender Specification No: BHE/PW/PUR/TLRPT-ENB/2646

Pg 17 of 80

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, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
- 12.0 BHEL may decide holding of pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.
- 13.0 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc. or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer, else BHEL's interpretation shall prevail.
- 14.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
- 15.0 Void
- 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 on "**supplier registration page**".) 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.

BHEL PSWR
Notice Inviting Tender

E-Tender Specification No: BHE/PW/PUR/TLRPT-ENB/2646

Pg 18 of 80

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- 21.0 In case the bidder is an “Indian Agent of Foreign Principals”, ‘Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.
- 22.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 23.0 Consortium Bidding (or Technical Tie up) shall be allowed only if specified in Pre-Qualifying Requirement (PQR) criteria, and in such a case the following shall be complied with:
- 23.1 Prime Bidder and Consortium Partner or partners are required to enter into a consortium agreement for the said contract with a validity period of six months initially. In case bidder becomes L1, Consortium Agreement valid till contractual completion period shall be submitted to BHEL before signing the contract. Consortium Agreement shall be kept valid till scope of work awarded to consortium partner(s) as per contract is completed.
 - 23.2 ‘Standalone’ bidder cannot become a **‘Prime Bidder’ or a ‘Consortium bidder’ or ‘Technical Tie up bidder’ in a consortium (or Technical Tie up) bidding**. Prime bidder shall neither be a consortium partner to other prime bidder nor take any other consortium partners. However, consortium partner may enter into consortium agreement with other prime bidders. In case of non-compliance, consortium bids of such Prime bidders will be rejected.
 - 23.3 Number of partners for a Consortium Bidding (or Technical Tie up) including Prime Bidder shall be NOT more than 3 (three).
 - 23.4 Prime Bidder shall be as specified in the Pre-Qualification Requirement, else the bidder who has the major share of work.
 - 23.5 In order to be qualified for the tender, Prime Bidder and Consortium partner or partners shall satisfy (i) the Technical ‘Pre Qualifying Requirements’ specified for the respective package, (ii) “Assessment of Capacity of Bidder” as specified in clause 9.0.
 - 23.6 Prime Bidder shall comply with additional ‘Technical’ criteria of PQR as defined in ‘Explanatory Notes for the PQR’.
 - 23.7 Prime Bidder shall comply with all other Pre Qualifying criteria for the Tender unless otherwise specified
 - 23.8 In case customer approval is required, then Prime Bidder and Consortium Partner or partners shall have to be individually approved by Customer for being considered for the tender.
 - 23.9 Prime Bidder shall be responsible for the overall execution of the contract.
 - 23.10 In case of award of job, Performance shall be evaluated for Prime Bidder and Consortium Partner or partners for their respective scope of work(s) as per prescribed formats.
 - 23.11 In case the Consortium partner or partners back out, their SDs shall be encashed by BHEL and BHEL shall take necessary action as per extant guidelines. In such a case, other consortium partner or partners meeting the PQR have to be engaged by the Prime Bidder, and if not, the respective work will be withdrawn and executed on risk and cost basis of the Prime Bidder. The new consortium partner or partners shall submit fresh SDs as applicable.

BHEL PSWR
Notice Inviting Tender

E-Tender Specification No: BHE/PW/PUR/TLRPT-ENB/2646

Pg 19 of 80

23.12 In case Prime Bidder withdraws or insolvency / liquidation / winding up proceedings have been initiated / admitted against the Prime Bidder, BHEL reserves the right to cancel, terminate or short close the contract or take any other action to safeguard BHEL's interest in the Project / Contract. This action will be without prejudice to any other action that BHEL can take under Law and the Contract to safeguard interests of BHEL.

23.13 After execution of work, the work experience shall be assigned to the Prime Bidder and the consortium partner or partners for their respective scope of work. After successful execution of one work with a consortium partner under direct order of BHEL, the Prime Bidder shall be eligible for becoming a 'standalone' bidder for works similar to that for which consortium partner was engaged, for subsequent tenders.

23.14 The consortium partner shall submit SD equivalent to 1% of the total contract value in addition to the SD to be submitted by the Prime Bidder for the total contract value. In case there are two consortium partners, then each partner shall submit SD equivalent to 0.5% of the total contract value in addition to the SD to be submitted by the Prime Bidder for the total contract value. However, Prime Bidder has also option for submission of SD on behalf of consortium partner (s).

SD submitted by Consortium Partner(s) may be released in case corresponding scope of work of the respective Consortium partner(s) has been completed upto the extent of 80% based on certification by Construction Manager and concurrence by the prime bidder.

23.15 In case of a Technical Tie up, all the clauses applicable for the Consortium partner shall be applicable for the Technical Tie up partner also.

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

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

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

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

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

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

28.1.1 Commitment by BHEL:

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

28.1.2 Commitment by Bidder/ Supplier/ Contractor:

- (i) The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally

BHEL PSWR
Notice Inviting Tender

E-Tender Specification No: BHE/PW/PUR/TLRPT-ENB/2646

Pg 20 of 80

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
— Micro			
— Small			

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

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

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

31.0 PREFERENCE TO MAKE IN INDIA:

For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/Non-Local Supplier and purchase preferences to Class I local supplier, is as defined I

BHEL PSWR
Notice Inviting Tender

E-Tender Specification No: BHE/PW/PUR/TLRPT-ENB/2646

Pg 21 of 80

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

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

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

Explanation

 - a. *"Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.*
 - b. *"Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.*
 2. *In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.*
 3. *In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or*

BHEL PSWR
Notice Inviting Tender

E-Tender Specification No: BHE/PW/PUR/TLRPT-ENB/2646

Pg 22 of 80

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.

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

35.0 Order of Precedence:

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

- a. Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL

BHEL PSWR
Notice Inviting Tender

E-Tender Specification No: BHE/PW/PUR/TLRPT-ENB/2646

Pg 23 of 80

- 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

(Addl. General Manager - Purchase)

Enclosure:

- 01. Annexure-1: Pre Qualifying Requirements.
- 02. Annexure-2: Check List.
- ~~03. Annexure-3: Certificate by Chartered Accountant~~
- 04. Annexure-4: Reverse Auction Process Compliance Form
- 05. Annexure-5: Authorization of representative who will participate in the online Reverse Auction Process
- 06. Annexure-6: RA Price Confirmation and Breakup
- ~~07. Annexure-7: Integrity Pact~~
- 08. Annexure-8: Undertaking as per PQR C4 of Annexure-1 i.e. PQR
- 09. Annexure-9: Declaration reg. Related Firms & their areas of Activities
- 010. 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)
- 011. Annexure 11: DECLARATION REGARDING COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (xi) OF GFR 2017
- 012. Annexure 12: Important information

**BHEL PSWR
Notice Inviting Tender**

E-Tender Specification No: BHE/PW/PUR/TLRPT-ENB/2646

Pg 24 of 80

ANNEXURE - 1

PRE QUALIFYING CRITERIA

JOB	Dismantling of TWO (02 No.) Closed storage Sheds and ONE (1 No.) PEB Office shed at Wanakbori Project site and TWO (02 Nos.) PEB Office Sheds at Uppur TPS, Transportation of the same to 2x660MW NTPC Talcher TPS Project site and Reerection of the Five (05 Nos.) Sheds on Existing Foundation at 2x660 MW NTPC Talcher TPS		
TENDER NO	BHE/PW/PUR/TLRPT-ENB-SHED/2646		
SL NO	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Applicability	
A	Submission of Integrity Pact duly signed (if applicable) (Note: To be submitted by Prime Bidder & Consortium /Technical Tie up partner jointly in case Consortium bidding is permitted , otherwise by the sole bidder)	Not APPLICABLE	
B	<u>B Technical PQR</u> B.1: Bidder should have Executed “Piling or Civil or Structure or ‘Civil and Structural Works’ or RCC Chimney or RCC Cooling Tower or RCC Silo or Mill Bunker or any combination of these works” for any one of the following in the last seven years from latest date of bid submission: B.1.1) Executed One work of value not less than ₹ 100 Lakhs against single work order. OR B.1.2) Executed Two works each of value not less than ₹ 62.50 Lakhs against maximum two work orders. OR B.1.3) Executed Three works each of value not less than ₹ 50 Lakhs against maximum three work orders. And B.2) Bidder must have, achieved/Executed any one of the following (i.e. B.2.1 OR B.2.2) in last seven years as on the latest date of offer Submission: (B.2.1) Erection/Construction of Storage Shed of at least 540 M2 (Sq. M) area including of Structural Steel Works in a single work order	APPLICABLE	

BHEL PSWR
Notice Inviting Tender

E-Tender Specification No: BHE/PW/PUR/TLRPT-ENB/2646

Pg 25 of 80

	Or		
	(B.2.2) Erection of Steel Structure of at least 50MT in a single work order.		
C.1	Bidders must have achieved an average annual financial turnover (audited) of Rs. 37.50 Lakhs or more over last three Financial Years (FY) i.e 2019-20 , 2020-21 & 2021-22'	APPLICABLE	
C.2	NETWORTH (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	PROFIT Bidder must have earned profit in any one of the three Financial Years as applicable in the last three Financial Years as furnished for 'C-1' above.	APPLICABLE	
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 (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): The "Assessment of Capacity of Bidders" for this Tender shall be carried out by considering the identified similar packages as "". Approval of Customer (if applicable)	Not APPLICABLE	
E	Note: Names of bidders (including consortium/Technical Tie up partners in case consortium bidding is permitted) who stand qualified after compliance of criteria A to D shall be forwarded to customer for their approval	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	
<u>Explanatory Notes for the PQR (unless otherwise specified in the PQR):</u> <u>Explanatory Notes for PQR B.1 (Technical)</u> - For the criteria (B.1), actual executed value shall be considered. - Value of work is to be updated with indices for "All India Avg. Consumer Price index for industrial workers" and "Monthly Whole Sale Price Index for All Commodities" with base month as per last month of work execution and indexed up to three (3) months prior to the month of latest due date of bid submission as per following formula- $P = R + 0.425 \times R \times \frac{(X_N - X_0)}{X_0} + 0.425 \times R \times \frac{(Y_N - Y_0)}{Y_0}$ Where P = Updated value of work R = Value of executed work X_N = All India Avg. Consumer Price index for industrial workers for three months prior to the month of latest due date of bid submission (e.g. If latest bid submission date is 02-Mar-17, then bid submission month shall be reckoned as March'17 and			

BHEL PSWR
Notice Inviting Tender

E-Tender Specification No: BHE/PW/PUR/TLRPT-ENB/2646

Pg 26 of 80

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

- The evaluation currency for this tender shall be INR.

Explanatory Notes for Technical Criteria (B2):

1. VOID
2. Unless otherwise specified, for the purpose of "B2 Technical Criteria", the word 'EXECUTED' means achievement of milestones as defined below -
 - a. "ACHIEVEMENT OF PHYSICAL QUANTITIES" as per PQRs.
 - b. "READINESS FOR COAL FILLING" of at least one Bunker, in respect of Mill Bunker Structure.
 - c. "CHARGING" in respect of Power Transformers/ Bus Ducts/ "HT/LT Switchgears" / "HT/LT Cabling".
 - d. For C&I works: "SYNCHRONISATION" in case of power project / "WORK EXECUTION of the value as defined in PQR" in case of industry.
 - 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

BHEL PSWR
Notice Inviting Tender

E-Tender Specification No: BHE/PW/PUR/TLRPT-ENB/2646

Pg 27 of 80

audited financial statements, financial statements are required to be certified by Chartered Accountant.

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

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

Net worth = Paid up share capital + Reserves

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

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

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

Common Explanatory Notes:

1. For evaluation of PQR, in case Bidder alone does not meet the pre-qualifying technical criteria B1 above, bidder may utilize the experience of its Parent/ Subsidiary Company along with its own experience, subject to following:
 - a. The parent company shall have a controlling stake of $\geq 50\%$ in the subsidiary company (as per Format-1).
 - b. The Parent Company/ Subsidiary Company of which experience is being utilized for bidding shall submit Security Deposit(SD) equivalent to 1% of the total contract value
 - c. The parent/ subsidiary company and bidder shall provide an undertaking that they are jointly or severally responsible for successful performance of the contract (as per Format-2).
 - d. In case Bidder is submitting bid as a Consortium Partner, option of utilizing experience of parent/subsidiary Company can be availed by Prime Bidder only.
 - e. Parent Company/ Subsidiary Company of which experience is being used for bidding, cannot participate as a 'Standalone Bidder' or as a 'Consortium bidder'.
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

BHEL PSWR
Notice Inviting Tender

E-Tender Specification No: BHE/PW/PUR/TLRPT-ENB/2646

Pg 28 of 80

- | | |
|--|--|
| | <p>consortium agreement and certify to BHEL regarding existence and validity of their consortium agreement in line with validity period mentioned in NIT.</p> <ul style="list-style-type: none">b. Prime Bidder and Consortium partners shall be approved by Customer for being considered for the tender (applicable if customer approval is required).c. Number of partners including prime Bidder shall be NOT more than 3 (three).d. Prime Bidder alone shall necessarily comply with “B1 Technical Criteria” except for mechanical package where B1 criteria is not applicable.e. Prime Bidder and Consortium Partner shall together comply with the ‘Pre-Qualification Requirements’ specified for the respective category of technical requirement as per “B2 technical criteria”.f. Prime Bidder shall comply with all other Pre Qualifying criteria for the Tender unless otherwise specified.g. All other conditions shall be read in conjunction with clause no 23.0 of NIT.h. Prime Bidder shall be the Bidder who has a major share of work.i. Prime Bidder shall be responsible for the overall execution of the Contract.j. Performance shall be evaluated for Prime Bidder and the Consortium partner for their respective scope of work.k. In case the Consortium partner backs out, another consortium partner meeting the QRs, has to be engaged by Prime Bidder and if not, the respective work will be withdrawn and executed on risk and cost basis of the prime bidder.l. In case Prime Bidder withdraws or insolvency / liquidation / winding up proceedings have been initiated / admitted against the Prime Bidder, BHEL reserves the right to cancel, terminate or short close the contract or take any other action to safeguard BHEL’s interest in the Project / Contract. This action will be without prejudice to any other action that BHEL can take under Law and the Contract to safeguard interests of BHELm. 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 Specification No: BHE/PW/PUR/TLRPT-ENB/2646

Pg 29 of 80

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 Specification No: BHE/PW/PUR/TLRPT-ENB/2646

Pg 30 of 80

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 Specification No: BHE/PW/PUR/TLRPT-ENB/2646

Pg 31 of 80

ANNEXURE - 2

CHECK LIST

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

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

BHEL PSWR
Notice Inviting Tender

E-Tender Specification No: BHE/PW/PUR/TLRPT-ENB/2646

Pg 32 of 80

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

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

DATE :

AUTHORISED SIGNATORY

(With Name, Designation and Company seal)

BHEL PSWR
Notice Inviting Tender

E-Tender Specification No: BHE/PW/PUR/TLRPT-ENB/2646

Pg 33 of 80

ANNEXURE-3

Certificate by Chartered Accountant on letter head

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

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

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

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

(Strike off whichever is not applicable)

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

Or

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

Or

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

~~Date:~~

~~(Signature)~~

~~Name:~~

~~Membership Number:~~

~~Seal of the Chartered Accountant~~

**BHEL PSWR
Notice Inviting Tender**

E-Tender Specification No: BHE/PW/PUR/TLRPT-ENB/2646

Pg 34 of 80

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/TLRPT-ENB-SHED/2646} dt. {.....}
This letter is to confirm that:

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

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

With regards

Signature with company seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

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

BHEL PSWR
Notice Inviting Tender

E-Tender Specification No: BHE/PW/PUR/TLRPT-ENB/2646

Pg 35 of 80

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 Specification No: BHE/PW/PUR/TLRPT-ENB/2646

Pg 36 of 80

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 POWER SECTOR WESTERN REGION, Nagpur

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/TLRPT-ENB-SHED/2646

~~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. as mentioned in the subject tender.

Yours sincerely,

For _____

Name:

Company:

Date:

Seal:

**BHEL PSWR
Notice Inviting Tender**

E-Tender Specification No: BHE/PW/PUR/TLRPT-ENB/2646

Pg 37 of 80

ANNEXURE – 7

INTEGRITY PACT

Not Applicable

**BHEL PSWR
Notice Inviting Tender**

E-Tender Specification No: BHE/PW/PUR/TLRPT-ENB/2646

Pg 38 of 80

ANNEXURE - 8

UNDERTAKING

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

To,

GM-PURCHASE, BHEL-PSWR,
Floor No. 5&6, Shri Mohini Complex
345, KINGSWAY, NAGPUR-440001

Dear Sir/Madam,

Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS

Ref: NIT/Tender Specification No: BHE/PW/PUR/TLRPT-ENB-SHED/2646

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 Specification No: BHE/PW/PUR/TLRPT-ENB/2646

Pg 39 of 80

Annexure-9

DECLARATION

Date: _____

To

GM-PURCHASE, BHEL-PSWR,
Floor No. 5&6, Shri Mohini Complex
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 Specification No: BHE/PW/PUR/TLRPT-ENB/2646

Pg 40 of 80

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,
Floor No. 5&6, Shri Mohini Complex
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 Specification No: BHE/PW/PUR/TLRPT-ENB-SHED/2646,
2) All other pertinent issues till date

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

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

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

...

Thanking you,
Yours faithfully,

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

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

Note:

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

**BHEL PSWR
Notice Inviting Tender**

E-Tender Specification No: BHE/PW/PUR/TLRPT-ENB/2646

Pg 41 of 80

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,
Floor No. 5&6, Shri Mohini Complex
345, KINGSWAY, NAGPUR-440001

Dear Sir,

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

Ref: 1) NIT/Tender Specification No: BHE/PW/PUR/TLRPT-ENB-SHED/2646,
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 fulfil all requirements in this regard and is eligible to be considered.

Thanking you,
Yours faithfully,

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

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

**BHEL PSWR
Notice Inviting Tender**

E-Tender Specification No: BHE/PW/PUR/TLRPT-ENB/2646

Pg 42 of 80

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:

Dy Manager Purchase, Email: tapishkhandelwal@bhel.in Ph: +91-9010903666

Manager Purchase, Email: vivekja@bhel.in

DGM/Purchase, email: kamleshbhel@bhel.in,

GM Purchase, Email: rmalhotra@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. All Statutory Requirements as applicable for this project shall be complied with.
3. 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"

4. BHEL Fraud Prevention Policy: "The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice."
5. ~~"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".~~

BHEL PSWR
Notice Inviting Tender

E-Tender Specification No: BHE/PW/PUR/TLRPT-ENB/2646

Pg 43 of 80

6. The following clause is added under clause 1.10 Security Deposit in Vol-1C:

Clause No 1.10.8 of Vol-IC General Conditions of Contract: Timely Submission of Security Deposit for Execution of the contract: “Bidder agrees to submit Security Deposit required for execution of the contract within the time period mentioned. In case of delay in submission of Security Deposit, enhanced Security Deposit which would include interest (Base rate of SBI +6%) for the delayed period, shall be submitted by the bidder. Further, if Security Deposit is not submitted till such time the first bill becomes due, the amount of Security Deposit due shall be recovered as per terms defined in NIT/contract, from the bills along with due interest.”

7. Acceptance of Bank Guarantee (BG)

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

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

“Bank Guarantee issued by:

a. Any of the BHEL consortium bank listed below:

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

b. Any public sector Bank (other than consortium banks) with a clause in the text of Bank Guarantee that “**It is enforceable at Nagpur, Maharashtra**”.

c. Any private sector banks, with a clause in the text of Bank Guarantee that “**It is enforceable by being presented at any branch of the bank**”.

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

8. Broad Terms & Conditions of Reverse Auction:

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

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

BHEL PSWR
Notice Inviting Tender

E-Tender Specification No: BHE/PW/PUR/TLRPT-ENB/2646

Pg 44 of 80

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

Note:-

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

9. -Bidders kindly to take note that EMD (Earnest Money Deposit) shall be furnished by MSE bidders as well, as per the amount and procedure indicated in the NIT/GCC

10. **Clause no. 2.24 of GCC PERFORMANCE GUARANTEE FOR WORKMANSHIP:** The guarantee period shall commence from the date of Completion of contract as certified by BHEL Engineer.

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

- a) 2.9 Progress Monitoring, Monthly Review and performance evaluation.
- b) 2.12 ORC
- c) 2.15 Extra Works
- d) 2.17 PVC
- e) 2.14 Quantity Variation

12. 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.

BHEL PSWR
Notice Inviting Tender

E-Tender Specification No: BHE/PW/PUR/TLRPT-ENB/2646

Pg 45 of 80

* **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.

2646

TECHNICAL CONDITIONS OF CONTRACT (TCC)

BHARAT HEAVY ELECTRICALS LIMITED



TECHNICAL CONDITIONS OF CONTRACT (TCC)

CONTENTS

Pg 47 of 80

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

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - I: Project Information

1.1 Project Information:

Receiving Site:

Sl. No.	Description	Details
1	Project Title	2x660 MW Talcher TPS –Stage-III
2	Customer	National Thermal Power Corporation (NTPC) Ltd
3	Location	The site is located near Talcher town in Angul district of Orissa.
4	Nearest Railway Station	Talcher (4 KM)
5	Nearest Airport	Bhubaneswar (90KM)
6	Nearest Town	Talcher Town
7	Site Conditions	
7a	Average Min. Ambient Temperature	15.1°C
7b	Average Max. Ambient Temperature	39.8°C
7c	Annual Rainfall	1300.1mm
7d	Plant Elevation above MSL (MAX)	73.25 m

Sparing Site-1 (For Two Nos PEB Office Sheds):

Sl. No.	Description	Details
1	Project Title	2x800 MW Uppur Thermal Power Station
2	Customer	Tamilnadu Generation and Distribution Corporation Limited (TANGEDCO)
3	Location	Within the plant premises of Uppur Thermal plant, Uppur
4	Nearest Railway Station	Ramanathapuram – Approx. 30 Km),
5	Nearest Airport	Madurai (approx. 125 Kms)

Sparing Site-2 (For Two Closed Storage Sheds+ 1 PEB Office shed):

Sl. No.	Description	Details
1	Project Title	1x800 MW Wanakbori TPS
2	Customer	Gujarat State Electricity Corporation Ltd.
3	Location	Wanakbori, District-Kheda, Gujarat
4	Nearest Railway Station	Sevaliya (8KM)
5	Nearest Airport	Vadodara (85 KM from site)

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: Scope of Work and Technical Specifications

1.2 Scope of Work:

Dismantling of Closed Storage Sheds & office sheds at sparing sites (excluding foundation), transportation and receipt unloading at receiving site, cleaning the materials, painting and re-erection including supply of additional materials as required to re-erect the closed storage sheds and PEB office sheds and Handing over excluding execution of civil foundation works.

- 1.2.1 The existing Two (02 Nos.) 60m x 15m closed sheds, one number Approx. 780 SQM PEB office shed are to be dismantled at Wanakbori TPS Project site, and Two no.s 40mx10m PEB office sheds from Uppur Project site including office furniture, air conditioners, electrical fixtures, wiring for LAN & electrical circuits etc., transported and re-erection at the receiving site.
- 1.2.2 The closed storage shed/office shed must be dismantled in such a manner that all the materials are in re erectable condition. The condition of materials shall be verified and certified by BHEL engineer at the dismantling site before loading. Based on the certification, the conditions shall be cross checked at the receiving site by BHEL engineer.
- 1.2.3 Any damage of material during transit of materials shall be the responsibility of the bidder and shall be replaced at no extra charges.
- 1.2.4 After dismantling, the debris must be disposed at locations nearby the site office as per instruction of BHEL engineer.
- 1.2.5 All fasteners, accessories, electrical wiring, fittings, appliances must be removed very cautiously so that they can be re used again.
- 1.2.6 The dismantled closed shed/office shed must be packed, loaded at the Sparing Sites, transported and unloaded at the Receiving Site.
- 1.2.7 The foundation and PCC flooring works for the sheds is EXCLUDED from the scope of the contractor.
- 1.2.8 The entire closed shed, electrical fittings etc. & entire office shed along with toilet block & water tank structures, furniture, electrical items must be re-erected at the receiving site. Materials like fasteners and accessories, electrical fittings, wiring & cabling etc. which are found to be damaged/non-usable shall be supplied by the bidder. Bidder shall visit site and quote a lump sum rate for the supply of these items under relevant category in the rate schedule.
- 1.2.9 All materials additionally supplied by the bidder shall confirm to relevant IS standards. The supporting documents shall be provided to BHEL engineer upon his instructions.
- 1.2.10 Construction of brickwork up to the height of 600mm all-round the closed storage shed including plaster and painting is in the scope of bidder. No separate payment shall be made for the same.
- 1.2.11 Additional painting wherever required (structural steel, cladding sheet, etc.) as per instructions of BHEL engineer is within bidder's scope. No separate payment shall be made for the same.
- 1.2.12 All excess materials shall be handed over to BHEL and stacked/disposed as per instructions of BHEL engineer in earmarked area/yard which might be within a radius of 3-4 km from site office.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: Scope of Work and Technical Specifications

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

- i) The materials received from dismantling and transportation of the closed storage sheds/office sheds from sparing site shall be checked for the quality for re-use, shall be cleaned and repaired to the extent possible as per the instruction of BHEL engineer in charge. Further, the additionally required materials to complete the erection of closed storage shed / office shed as per the specifications & drawings, shall be supplied by the contractor within the quoted price.
- ii) The quoted prices shall include transit freight, handling at site, assembly and erection.
- iii) Quoted Price shall be inclusive of all the above.

1.2.14 Bidder to facilitate shifting of almirah, documents & fixing of 1 no. AC from the existing office to the nearby identified location within the sparing site premises. The overall quoted price shall be inclusive of this work.

1.3 Salient Information about each closed storage shed:

- 1.3.1 This information is only indicative to provide a broad outlook of the existing closed storage shed /office shed.
- 1.3.2 Size of existing Closed Sheds (Wanakbori Site) – 15M c/c X 60M c/c X 6.0 M (approximate)
- 1.3.3 Size of office Shed (Wanakbori Site- 1 No.) – 780SQM Approx.
- 1.3.4 Size of existing PEB office shed (Uppur Site- 2 No. s)- 10M c/c X 40M c/c X 4.0 M (approximate)
- 1.3.5 Clear Height of closed Shed (between FFL & Bottom of truss/ Structural Member) – 6.0M
- 1.3.6 Clear Height of Office Sheds (between FFL & Bottom of False Ceiling) – 3.0M
- 1.3.7 Columns shall be spanning – 6.0M c/c long span & 5.0M c/c short span for Closed Store sheds
- 1.3.8 All the works of sheds are of pressed steel sections and all side cladding/ roof sheets shall be fitted in such a way that they can be removed at any point of time.
- 1.3.9 Sliding doors- Manual type with provision for lock and key (4.65 M Width x 5 M Height) is provided at front entrance of each covered shed at center location. Suitable arrangement shall be made for easy operation of gates (gear operated).
- 1.3.10 One man-entry gate is provided at one side of each shed (front entrance by the side of sliding door).
- 1.3.11 HDPE/UPVC Rain Water Down Pipe to be provided with suitable gutters all around.

1.4 Information about office sheds shall be obtained from enclosed drawings.

1.5 Salient Information about erection procedure of Store Sheds:

- 1.5.1 All fabrication and erection of structures must be executed according to the specification and drawings. Erection of trusses is true to line and level and aligned properly, as per drawing and instruction of Engineer In-charge. The roof truss must have bolted joints at crown and at both ends.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: Scope of Work and Technical Specifications

- 1.5.2 Structural/ steel members will have 2 coats of Zinc Chromate primer minimum 25 micron DFT at shop and 25 micron DFT after erection followed by 2 coats of synthetic enamel paint (if not pre-coated)- minimum 25 micron (DFT) of each coat of approved make and shade to achieve an even shade over steel sections already having primer coats and keeping overall DFT with primer not less than 110 microns.
- 1.5.3 All materials, additionally supplied for structural steel works have to be supplied by the contractor and necessary test certificates of the materials procured for this work must be submitted for scrutiny.
- 1.5.4 All accessories like G.I. bolts, EPDM washers and nuts complete required for the work must be from reputed manufacturer. All bolts, nuts (IS 4759) shall be galvanised (hot dip) min. 270gm/m2. Galvanised spring/ plain washer shall be as per IS 1573.
- 1.5.5 Since these are detachable sheds & to be in repetitive use at other locations, proper marking (permanent) shall be made for identification to ease re-erection.
- 1.5.6 Cladding: Roof and Side Cladding Galvalume Sheet confirming to ASTM A 792 of thickness 0.47mm with zinc coating not less than 150gm/Sq.m (both side mass) of 550Mpa (min) of approved make. Translucent (Poly Carbonate) sheet of approved make are provided for alternative bays on roofs (10% of the roof sheeting area). Both roof and side cladding are to be made "Water Tight. ". Purlins for wall & roof cladding shall be 'z' shape made-up with pressed steel.
- 1.5.7 Structural steel and Roof and Side Cladding with Galvalume Sheets, dismantled and diverted from the sparing site shall be checked for the re-use, properly cleaned out of rust and necessary painting shall be carried out as per above specification, drawings and relevant IS standards. **No separate payment shall be made for additional painting works.**
- 1.5.8 BHEL Logo-1 no shall be painted in front of the entrance just above the sliding door.
- 1.5.9 Ventilators 900 mm (W) x 600 mm (H) – are provided at a height of 4.5m from FFL, made of suitable Aluminium section.
- 1.5.10 Suitable long span shelf system is provided throughout the length of both opposite longitudinal spans of closed sheds. It should have two shelves(wood) with one shorter top & one wider middle rack at height of 600mm from floor adding to a total height of 1200mm. The shelves shall be design to withstand SKU loading (not less than 125 Kg/Sq.M) with suitable angle section. The width of top shelf shall be of 600mm & intermediate/middle shelf is 750mm.

1.6 Salient Information about electrical works of Store Sheds:

- 1.6.1 All electrical works including wiring shall be dismantled from the existing shed such that they can be re-used. Items over and above this shall be supplied and erected by the bidder as per requirement. A lump sum rate shall be quoted for the same under relevant category in the rate schedule.
- 1.6.2 Supply & installation of electrical items are to be carried out strictly as per specification and executed through licensed electricians.
- 1.6.3 A closed storage shed typically consists of the following electrical fittings and appliances,

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: Scope of Work and Technical Specifications

- (i) Main switch (30A TPN), ELCB, wires, conduit, tees, bends, clamps, JBs, Switch boards, earthing wires etc. for 18 nos. Medium Bay LED luminaries of 90 watt with fittings.
- (ii) Main wiring points - 2.5 Sq mm copper wire. Light, Fan & 5A points - 1.5 Sq mm copper wire. 15/20 A points - 2.5 Sq mm copper wire.
- (iii) Outside the shed 1nos LED lamp at the entrance.
- (iv) Exhaust Fans 2 nos of size 600mm of suitable capacity on both sides on the gable ends
- (v) 4 Nos. of 24/25 W LED floodlight and fittings to be installed at each corner of storage shed.
- (vi) Outdoor Light distribution Board for outside lights at outside of the shed.

2 Preferable Make / Brands for Various Items to be Installed:

Given below is only an indicative list, new supplies shall be purchased from any leading manufacturer, confirming to IS standards as approved by BHEL site engineer.

ITEM	MANUFACTURER
Cladding/Roof Sheeting & Structural	JSW/ Tata Blue scope/SAIL
LT ACB	L&T/TM/SIEMENS/GEC ALSTOM/ GE POWER CONTROLS / SCHNEIDER / C&S / SPACEAGE HYUNDAI
Fuse Switch Unit	ALSTOM / SIEMENS / L&T / CGL / STANDARDS / HAVELS / SCHNEIDER / C&S / GE POWER
MCB	STANDARD / MDS / INDO KOPP / C&S / SIEMENS/ ABB/HAVELLS
MCCB	STANDARD / MDS / INDO KOPP / C&S / SIEMENS / ABB/HAVELLS
HRC Fuses	SIEMENS / L & T / ALSTOM / S & S / STANDARD / INDO ASIAN / HAVELS / VERSATRIP / BUSMAN / GE POWER
Control switches	SIEMENS / ALSTOM / L & T / KAYCEE
Indicating lamps (LEDs)	SIEMENS / L & T / ALSTOM / TM / BINAY / TECKNIC / VAISHNO
Lighting Fittings	PHILIPS / BAJAJ / CROMPTON / CEMA / GE /HAVELLS/ MYSORE LAMPS equivalent
Switch Socket outlet	ALSTOM / CGL / BEST & CROMPTON / ESSEN
Piano switch	ANCHOR / ELLORA / MAK ELECTRIC / ALSTOM
LT Power & Control Cables	FORT GLOSTER / ASIAN CABLES / CCI / UNIVERSAL/ NICCO / DELTON CABLES / FINOLEX / INDUSTRIAL CABLES / CMI / OMEGA / RADIANT CABLES / POLYCAB / KEI/GOVIND / BRIMSON / PREMIER / PARAMOUNT PLAZA
Terminal Blocks	ESSEN / CONNECT WELL / ELMEX / PHOENIX / WAGO

2.1 WORKS BY OTHERS

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: Scope of Work and Technical Specifications

No work under the specification will be provided by any agency other than the contractor unless specifically mentioned elsewhere in the contract.

Following work is excluded from this scope of work: -

- 1) Civil Works of Foundation
- 2) Civil works of flooring & finishing
- 3) Civil Works of plumbing & sanitation

2.2 **SITE VISIT**

Contractor should visit project site, to acquaint himself with the conditions prevailing at site and in and around the plant premises, together with all the statutory, obligatory, mandatory requirements of various authorities before submission of the bid.

2.3 **Carrying out work by BHEL**

BHEL reserves the right to withdraw/restrict/alter the quantum of works as per clause No. 2.7 of GCC.

NOTE:

Contractor has to make him well conversant with the Customer specification. In case of ambiguity between BHEL and customer specification, customer specification shall prevail.

2.4 **Construction Power:**

2.4.1 Construction power (three phase, 415 V/ 440 V) will be provided near the site at a distance of approx. 500M on chargeable basis (source of construction power shall be provided at two locations). Further distribution shall be arranged by the contractor at his own cost and services. Contractor shall be responsible for fulfillment of all requirements including statutory requirements in this regard. Contractor shall deploy and install required energy meter, cables, fuses, LT distribution boards, switchboards, bus bars, earthing arrangements, protection devices i.e, required capacity ELCB/RCCB in outgoing feeders and any other installation as specified by statutory authority/act. Contractor shall also obtain approvals of appropriate authority and pay necessary fees, levies etc towards the clearance of such installations, prior to use. Sufficient power factor compensation equipments like capacitor shall be provided by contractor for reactive loads like welding machines etc. In case of any fine/penalty on account of low power factor, same shall be shared by contractor proportionately according to power consumption.

2.4.2 Providing all arrangements for distribution of construction power at various locations as per bidder's requirements from the supply point of owner/BHEL. Contractor shall make necessary arrangements for onward distribution of

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: Scope of Work and Technical Specifications

construction power taking due care of surrounding construction activities like movement of cranes & vehicles, civil work, fabrication/construction/assembly/ erection etc. and safety of personnel. It may become necessary to relocate some of the installations to facilitate work by other agencies or by him.

- 2.4.3 It shall be the responsibility of the Contractor to provide, maintain the complete installation on the load side of the supply with due regard to the safety requirements at site. All cabling and installations shall comply in all respects with the appropriate statutory requirements. The installation and maintenance of this shall be done by licensed and experienced electrician.
- 2.4.4 While reasonable efforts will be made to ensure continuous electric power supply, interruptions cannot be ruled out and no claim from the Contractor shall be entertained on this account such as idle labor, extension of time etc. The Contractor shall adjust his working shift accordingly and deploy additional manpower, if necessary, so as to achieve the target.
- 2.4.5 Contractor shall be well equipped with back-up power supply arrangement like DG set and diesel operated welding machine etc to tackle situations arising due to failure of supplied power, so as to ensure continuity and completion of critical processes that are underway at the time of power failure or important activities planned in immediate future.
- 2.4.6 BHEL is not responsible for any loss or damage to the Contractor's equipment as a result of variations in voltage or frequency or interruptions in power supply.
- 2.4.7 Contractor is advised to maintain the calibrated energy measuring instruments and use their system as efficiently as possible. to maintain the HT side input energy meter reading and LT side outgoing energy meter reading to sub-contractors as equal. In case there is any difference between the sum of the LT side meter readings of all sub-contractors and the HT side meter reading of M/s NTPC, same shall be distributed proportionately among all sub-contractors working during the respective calendar month.
- 2.4.8 The bidder will have to Procure & install General mobile illumination system during construction right from start of his work. This system will include temporary pole lighting, portable lighting towers with DG back-up, within the quoted price. The illumination should be such that minimum illumination requirement as specified by Indian standards for general illumination is maintained. Arrangement of sufficient lighting inside chimney at various platform levels during flue can erection, expansion compensator fixing and other related works inside chimney etc.
- 2.4.9 The charges only for the actual energy consumed by the contractor shall be recovered based on prevalent rate of DISCOM.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: Scope of Work and Technical Specifications

GENERAL: -

If any other voltage level (other than normally available) is required, the same shall be arranged by the contractor from power supply as above. Contractor will have to provide at his own cost necessary calibrated energy meters (tamper proof, suitably housed in a weather proof box with lock & key arrangement) at point of power supply along with calibration certificate from authorized / accredited agency for working out the power consumption. In case of recalibration required for any reason the necessary charges including replacement by calibrated meters is to be borne by the contractor. Supply of electricity shall be governed by Indian Electricity Act and Installation Rules and other Rules and Regulation as applicable. The contractor shall ensure usage of electricity in an efficient manner and the same may be audited by BHEL time to time. In case of any major deviation from normally accepted norms is observed, BHEL will reserve the right to impose penalty as deemed fit for such cases.

2.5 Construction water:

Contractor shall make all arrangements himself for the supply of construction water as well as potable water for labour and other personnel at the work site/ colony. Bidder has to make his own arrangement for supply of construction water including bore-wells, water tanker etc. However, draw of construction/ potable water from the bore-well shall be permitted if found suitable and allowed by customer. Any statutory clearance required shall be obtained by the contractor. Assistance, if required shall be provided by the BHEL/NTPC.

2.6 General:

- 2.6.1 E way Bills to be arranged by contractor whenever required.
- 2.6.2 All works shall be carried out in proper workmen like manner. Items of works covered by the following specification shall be carried out as per the best practices and according to the direction of the Engineer In-charge / BHEL, Site Engineer and to his satisfaction. Unless otherwise specified in this section or in the description of item, the cost of stage of works mentioned here under shall be deemed to have been included in the rates of items provided in the schedule.
- 2.6.3 Bidders may take note of the following points while sending their offers:
 - (i) The quoted prices shall include transit freight (for materials supplied new), handling at site, assembly and erection.
 - (ii) Bidders are requested to visit both –Sparing and Receiving sites to see the site condition, prevailing local laws etc. No claim shall be entertained to lack of knowledge of site condition.
 - (iii) The materials and workmanship must be of good quality and accepted standards and specifications. The site engineer reserves the right to reject any material not up to the specification. All taxes, levies and duties on construction materials will be on bidder's account. After completion of work, the building and areas around them should be cleared of all rubbish, debris etc. and handed over in fit condition for occupation.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: Scope of Work and Technical Specifications

- 2.6.4 Scope of work covered under this specification requires quality workmanship, engineering and construction management. The contractor shall ensure timely completion of work. The contractor shall have adequate tools, measuring instruments, etc. in his possession. He shall also have adequate trained, qualified and experienced engineers, supervisory staff and skilled personnel. The manpower deployment identified by contractor shall match with above scope of works.
- 2.6.5 It is not the intent to specify herein all details of material. Any item related this work not covered by this but necessary to complete the system will be deemed to have been included in the scope of the work.
- 2.6.6 Site testing wherever required shall be carried out for all items / materials installed by the contractor to ensure proper installation and functioning in accordance with drawings, specifications and manufacturer's recommendations.
- 2.6.7 The work shall be executed under the usual conditions without affecting the plant construction and in conjunction with other operations and contracting agencies at site. The contractor and his personnel shall co-operate with the personnel of other agencies, co-ordinate his work with others and proceed in a manner that shall not delay or hinder the progress of work as a whole.
- 2.6.8 The Contractor may have to execute work in such a place and condition where other agencies also will be under such circumstances. The contractor shall co-operate with other contractors and agencies so that various activities can be carried out simultaneously in order to achieve an early completion.
- 2.6.9 All the work shall be carried out as per instructions of BHEL engineer. BHEL engineer's decision regarding the correctness of the work and method of working shall be final and binding on the contractor.
- 2.6.10 The contractor will be responsible for the safe custody and proper accounting of all materials in connection with the work.
- 2.6.11 The contractor must obtain the signature and permission of the security personnel of the customer for bringing any of their materials inside the site premises. Without the Entry Gate Pass these materials will not be allowed to be taken outside.
- 2.6.12 Contractor shall retain all T&Ps, Material handling equipment, etc. at site as per advice of BHEL engineer and same shall be taken out from site only after getting the clearances from Engineer in charge.
- 2.6.13 The contractor at his cost shall arrange necessary security measures for adequate protection of his machinery, equipment, tools, materials etc. BHEL shall not be responsible for any loss or damage to the contractor's construction equipment and materials. The contractor may consult the Engineer-in-Charge on the arrangements made for general site security for protection of his machinery equipment tools etc.
- 2.6.14 Any wrong erection shall be removed and re-erected promptly to comply with the design requirements to the satisfaction of Site Engineer.
- 2.6.15 Contractor has to work in close co-ordination with other erection agency at site. BHEL engineer will co-ordinate area clearance. In a project of such magnitude, it is possible that the area clearance may be less / more at a particular given time. Activities and erection program have to be planned in such a way that the milestones are achieved as

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: Scope of Work and Technical Specifications

per schedule/ plans. Contractor shall arrange & augment the resources accordingly.

- 2.6.16 Contractor shall remove all scrap materials periodically generated from his working area in and around power station and collect the same at one place earmarked for the same. Failure to collect the scrap is likely to lead to accidents and as such BHEL reserves the right to collect and remove the scrap at contractor's risk and cost if there is any failure on the part of contractor in this respect. All the package materials, including special transporting frames, etc. shall be returned to the BHEL stores by the contractor.
- 2.6.17 The contractor is strictly prohibited from using BHEL's regular components like angles, channels, beams, plates, pipe / tubes, and handrails etc. for any temporary supporting or scaffolding works. Contractor shall arrange himself all such materials. In case of such misuse of BHEL materials, a sum as determined by BHEL engineer will be recovered from the contractor's bill. The decision of BHEL engineer is final and binding on the contractor.
- 2.6.18 No member of the already erected structure / platform, pipes, grills, platform, other component and auxiliaries should be cut without specific approval of BHEL engineer.
- 2.6.19 Crane operators deployed by the contractor shall be tested by BHEL before he is allowed to operate the cranes.
- 2.6.20 On Completion of work, all the temporary buildings, structures, pipe lines, cable etc. shall be dismantled and leveled and debris shall be removed as per instruction of BHEL by the contractor at his cost. In the event of his failure to do so, the expenditure towards clearance of the same will be recovered from the contractor. The decision of BHEL Engineer in this regard is final.
- 2.6.21 It is the responsibility of the contractor to do the alignment, checking, etc. if necessary, repeatedly to satisfy BHEL Engineer with all the necessary tools and tackles, manpower etc. without any extra cost. Also the contractor should ensure that the alignment is not disturbed afterwards.
- 2.6.22 The contractor shall ensure that his premises are always kept clean and tidy to the extent possible. Any untidiness noted on the part of the contractor shall be brought to the attention of the contractor's site representative who shall take immediate action to clean the surroundings to the satisfaction of the Engineer-in-Charge.

Bidders are requested to specifically note the following:

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

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: Scope of Work and Technical Specifications

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TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

Sl.No	Description	Scope		Remarks
		BHEL	Bidder	
	PART I			
3.1	<i>Establishment</i>			
3.1.1	<i>For Construction Purpose:</i>			
A	Open space for office (as per availability)	Yes		Location will be finalized after joint survey with owner
B	Open space for storage (as per availability)	Yes		Location will be finalized after joint survey with owner
C	Construction of bidder's office, canteen and storage building including supply of materials and other services		Yes	
D	Bidder's all office equipments, office / store / canteen consumables		Yes	
E	Canteen facilities for the bidder's staff, supervisors and engineers etc		Yes	
F	Firefighting equipments like buckets, extinguishers etc		Yes	
G	Fencing of storage area, office, canteen etc of the bidder		Yes	
3.1.2	<i>For living purpose of the bidder</i>			
A	Open space for labour colony (as per availability)		Yes	Contractor has to make his own arrangements for shelter and transportation of labours as per requirement.
B	Labour Colony with internal roads, sanitation, complying with statutory requirements		Yes	
3.2.0	<i>ELECTRICITY</i>			
3.2.1	<i>Electricity for construction purposes 3 Phase 415/440 V</i>			CHARGEABLE

TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

Sl.No	Description PART I	Scope		Remarks
		BHEL	Bidder	
A	Single point source	Yes		CHARGEABLE. At One location. Further distribution and Metering is in scope of bidder. Refer clause 2.4
B	Further distribution including all materials, Energy Meter, Protection devices and its service		Yes	
C	Duties and deposits including statutory clearances if applicable		Yes	
3.2.2	<i>Electricity for office, stores, canteen etc. of the bidder.</i>			
A	Single point source	Yes		Chargeable. Contractor Has to make his own arrangements from point source as per 3.2.1.A
B	Further distribution including all materials, Energy Meter, Protection devices and its service		Yes	
C	Duties and deposits including statutory clearances if applicable		Yes	
3.2.3	<i>Electricity for living accommodation of the bidder's staff, engineers, supervisors etc.</i>			Contractor Has to make his own arrangements
A	Single point source		Yes	
B	Further distribution including all materials, Energy Meter, Protection devices and its service		Yes	
C	Duties and deposits including statutory clearances if applicable		Yes	
3.3.0	<i>WATER SUPPLY</i>			
3.3.1	<i>For construction purposes: (to be specified whether chargeable or free)</i>			
A	Making the water available at single point		Yes	Contractor has to make his own

TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

Sl.No	Description	Scope		Remarks
		BHEL	Bidder	
	PART I			
B	Further distribution as per the requirement of work including supply of materials and execution		Yes	arrangement.
3.3.2	Water supply for bidder's office, stores, canteen etc.			
A	Making the water available at single point		Yes	
B	Further distribution as per the requirement of work including supply of materials and execution		Yes	
3.3.3	Water supply for Living Purpose			Contractor has to make his own arrangement.
A	Making the water available at single point		Yes	
B	Further distribution as per the requirement of work including supply of materials and execution		Yes	
3.4.0	LIGHTING			
A	For construction work (supply of all the necessary materials) 1. At office/storage area 2. At the preassembly area 3. At the construction site /area		Yes	
B	For construction work (execution of the lighting work/ arrangements) 1. At office/storage area 2. At the preassembly area 3 At the construction site /area		Yes	
C	Providing the necessary consumables like bulbs, switches, etc during the course of project work		Yes	
D	Lighting for the living purposes of the bidder at the colony / quarters		Yes	
3.5.0	Communication facilities for site operations of the bidder			
A	Téléphone, fax, internet, intranet, e-mail etc		Yes	
3.6.0	Compressed air wherever required for the work		Yes	

TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

Sl.No	Description	Scope		Remarks
		BHEL	Bidder	
	PART I			
3.7.0	Demobilization of all the above facilities		YES	
3.8.0	Transportation			
A	For site personnel of the bidder		Yes	
B	For bidder's equipments and consumables (T&P, Consumables etc)		Yes	

Sl.No	Description	Scope / to be taken care by		Remarks
		BHEL	Bidder	
	PART II			
3.9.0	Erection Facilities			
3.9.1	Engineering works for construction:			NOT APPLICABLE
A	Providing the erection/constructions drawings for all the equipments covered under this scope	Yes		For Details Pl refer Chapter-IX-
B	Drawings for construction methods	Yes	Yes	In consultation with BHEL
C	As-built drawings – where ever deviations observed and executed and also based on the decisions taken at site		Yes	Changes are to be marked in drawing & handover to BHEL on completion of work.
D	Shipping lists etc for reference and planning the activities			NOT APPLICABLE
E	Preparation of site erection schedules and other input requirements	Yes	Yes	In consultation with BHEL
F	Review of performance and revision of site erection schedules in order to achieve the end dates and other commitments	Yes	Yes	In consultation with BHEL
G	Weekly erection schedules based on Sl No. e		Yes	In consultation with BHEL
H	Daily erection / work plan based on Sl No. g		Yes	In consultation with BHEL

TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

Sl.No	PART II Description	Scope / to be taken care by		Remarks
		BHEL	Bidder	
3.9.0	Erection Facilities			
I	Periodic visit of the senior official of the bidder to site to review the progress so that works are completed as per schedule. It is suggested this review by the senior official of the bidder should be done once in every two months.		Yes	

TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

4.1 **Tools & Plants:**

Nos of T&Ps to be deployed at site shall be decided w.r.t. monthly plan and review format (F-14) based on site requirement. Below given Nos are tentative for planning purposes by the bidder.

SI No.	Description of T&P	Quantity
1.	Air Compressor/Air blower	01 No.
2.	Concrete breaker (HILTI/STANLEY or equivalent)	01 No. or more as per requirement
3.	Welding Machine	As per requirement
4.	Self-priming Dewatering pump of various capacity (Diesel/Electric) From 2 HP to 7.5 HP	As per requirement
5.	Farana crane (15 MT Capacity)	As per requirement.
6.	Trailer (20MT Capacity)	As per requirement.
7.	MS scaffolding pipe with matching Couplers	As per requirement
8.	Cable locator	01 No
9.	Total Station	As per requirement
10.	Auto level & staff	As per requirement
11.	Water Tanker	As per requirement
12.	All Equipment for area Lightning like Halogen bulbs and Portable light Towers etc.	As per requirement
13.	All Equipment required to install temporary MS Casing of 12 m or required length like vibro hammer & suitable capacity crane etc.	As per requirement
14.	DG Set 125 KVA	As per requirement
15.	COMPUTER with printing/photocopy & CD writing facility	As per requirement

NOTE:

This above list is only indicative and neither exhaustive nor limiting. Quantities indicated above are only the minimum required. Contractor shall deploy all necessary T&P to meet the schedules & as prescribed by BHEL engineer and required for completion of work. In the event of non mobilisation of any T&P by the successful bidder and as a result progress of work suffered, BHEL reserves the right to deduct suitable amount from the dues of the bidder, with assigning reasons thereof.

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

4.13.1 AS PER REQUIREMENT TO BE FINALIZED AT SITE.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

5.1 BHEL WILL NOT PROVIDE ANY MATERIAL OR ANY T & P's FOR THIS WORK

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – VI: Time Schedule

6 Time Schedule and Mobilization:

6.1 Initial Mobilization and Time Schedule:

After issuance of LOI (through email/fax/courier), Contractor shall report to the Construction Manager of BHEL at site or Project Manager of BHEL at HQ Nagpur within 7 days and make KOM (Kick of Meeting) for mobilization of manpower, T&P, Date of start of work and detailed completion program.

The contractor has to subsequently augment his resources in such a manner that the entire works are completed within the **contract period of (5) Five months** in a manner required by BHEL to match with the project schedule.

Date of start (DOS) of works shall be reckoned as date of Start of Dismantling Works of existing office/store shed(s). However, the date of start may be reviewed and changed accordingly by Construction Manager/Site-in-Charge/Project Manager of BHEL with recorded reasons in the KOM (Kick of Meeting).

6.2 Contract Period and Schedule of Completion:

The entire work under the scope of this contract shall be carried out in such a manner that the following listed major milestones are achieved as per completion schedule given against each activity & fronts released for erection by other agency:

Schedule of Completion for the Package:

Sl No.	Structure/Area Description	Period from DOS
1	Dismantling of Office sheds (Uppur Site) & packing	1 st Month
2	Dismantling of Office Shed (Wanakbori Site) & Packing	1.5 th Month
3	Dismantling of closed store sheds (Wanakbori Site) & packing	1.5 th Month
4	Transportation of Dismantled items	2 nd Month
5	Receipt & unloading of items at receiving site	2.5 nd Month
6	Cleaning/painting & making repairs to received items	3 rd Month
7	Procurement & supply of necessary items (for completion of work)	3 rd Month
8	Erection of store sheds	3.5 th Month
9	Erection of office sheds	3.5 th Month
10	Completion of electrical works in store sheds	4 th Month
11	Completion electrical/networking works in office sheds	4 th Month

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – VI: Time Schedule

Sl No.	Structure/Area Description	Period from DOS
12	Misc. Finishing Works including furniture erection	4.5 th Month
13	Handing-over of store sheds	5 th Month
14	Handing over of office sheds	5 th Month

6.3 **PROVISION OF PENALTY IN CASE OF SLIPPAGE OF INTERMEDIATE MILESTONES:**

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

Milestones	Civil work of following Activity	Period of release of fronts from DOS
M1	Receipt & unloading of items at receiving site	2.5 nd Month
M2	Handing-over of store sheds	5 th Month

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

Notes:

Contractor shall note that individual milestones as above shall be achieved as per schedule furnished above.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – VII: TERMS OF PAYMENT

7.0 Terms of Payment:

7.1 **Progressive Payment / Final Payment:**

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

The payable dues against running bills will be eligible for payment beyond 30 days of submission of running bill complete in all respects with all documents and accepted by engineer-in-Charge. It is the responsibility of the contractor to make his own arrangements for making timely payments towards labour wages, statutory payments, outstanding dues etc. and other dues in the meanwhile.

7.1.1 Few points of consideration are as below:

Progressive Payment / Final Payment: The progressive payment against monthly running bills will be released on accepted rate / price of contract value as per BOQ

7.1.2 The RA bill payments are interim payments and bills shall be submitted in prescribed formats.

7.1.3 Recoveries on account of electricity, water, statutory deductions etc. shall be made as per terms of contract.

7.1.4 **BHEL** will release payment through **Electronic Fund Transfer (EFT)/RTGS.**

Final bill shall be submitted after completion of works and upon material reconciliation along with all prescribed formats.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – VIII : Taxes and 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 paid by BHEL separately as enumerated below, your quoted rates/ price should be after considering the Input Credit under GST law at your end.
3. **GST** :
The successful bidder shall furnish proof of GST registration .GST along with Cess (as applicable) legally leviable & payable by the successful bidder as per GST Law, shall be paid by BHEL. Hence Bidder shall not include GST along with Cess (as applicable) in their quoted price.
4. GST charged in the Tax Invoice/Debit note by the contractor shall be released separately to the contractor only after contractor files the outward supply details in GSTR-1 on GSTN portal and input tax credit of such invoice is matched with corresponding details of outward supply of the contractor and has paid the GST at the time of filing the monthly return
5. E-invoicing under GST has been implemented with effect from 1st October 2020 for all the taxable persons having turnover more than the threshold limit in any preceding financial year from 2017-18 onwards. Therefore, for all the taxable persons falling under the purview of E-invoice, it is mandatory to mention a valid unique Invoice Reference No. (IRN) and QR code as generated from E-Invoicing portal of the Government for the purpose of issuing a valid Tax Invoice. Only an E-invoice issued in the manner prescribed under rule 48(4) of CGST Rules shall be treated as valid invoice for reimbursement of GST amount.
If the successful Bidder is not falling under the purview of E-Invoicing then he has to submit a declaration in that respect along with relevant financial statements.
6. Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred there under) wherein the 'Bill To' details will as below:
BHEL GSTN – As per **Annexure -1**
NAME -- Bharat Heavy Electricals Limited
ADDRESS -- Site address

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – VIII : Taxes and Duties

7. Bidder to immediately intimate on the day of removal of Goods (in case of any supply of goods) to BHEL along with all relevant details and a scanned copy of Tax Invoice to below email ids to enable BHEL to meet its GST related compliances :-

Email id ---- to be intimated later on.

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

8. In case of raising any Supplementary Tax Invoice (Debit / Credit Note) Bidder shall issue the same containing all the details as referred to in Section 34 read with Rule 53.
9. Bidder shall note that in case GST credit is delayed/ denied to BHEL due to delayed / non receipt of goods and /or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other 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.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – VIII : Taxes and Duties

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

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

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – VIII : Taxes and Duties

- 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
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

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – VIII : Taxes and Duties

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 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.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – VIII : Taxes and Duties

- (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 Technical Specifications and Plot Plan

9.0 Following Construction Drawings shall be integral parts of this tender as Vol-I-E:

SL NO	Document
1.	Office Sheds Layout (Wanakbori Site)
2.	Office Sheds Layout (Uppur site) & Sections
3.	Store Sheds Layout (Wanakbori Site) & Sections

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-X: Appendix

Tentative Manpower Requirements:

- (a) **Project manager – 01** with adequate experience of minimum 10Years in Industrial Foundation, Building & Structural Works, Power Plant Civil & architectural Works.
- (b) Experienced Civil Engineers – 02 heads
- (c) Experienced Foreman / Supervisors – 3 heads
- (d) Planning & Billing Engineer – 01 heads
- (e) Stores, Gate Pass – 01 heads
- (f) Accounts & Administration- 01 head
- (g) Quality Control Engineer/Chemist – 01 head
- (h) Safety Engineer (officer) – 01 head
- (i) Surveyor – 01 head capable to handle total station
- (j) Operator, Licensed Electrician, Mechanic - As per requirement
- (k) Security Guards (Round The Clock) – As per requirement

10.0 Deputation of above man-power shall be jointly decided at site in line with construction schedule.

10.1 Engineer/ supervisor for other functions like store & purchase, material management, planning, finance, administration & liaison etc. are to be provided as per site requirement and not considered above.

10.2 BHEL reserves the right to reject or approve the list of personnel proposed by the contractor. The persons whose bio-data have been approved by BHEL will have to be posted at site and deviation in this regard will not be permitted unless specific & reasonable justification is made.

10.3 In addition to above, a well experienced qualified engineer to be designated, as 'Project Co-coordinator', shall be deployed by the contractor. Such engineer shall have adequate exposure on the job and shall remain fully involved in all planning activities, guidance etc. to contractor's own team during the complete execution period of contract.

The contractor should also submit the fitness/calibration certificate for T&Ps regularly and renew as per applicable IS standards and statutory requirements. The tools & tackles shall not be removed from site without written permission of BHEL.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-XI: WEIGHTAGES & FACTORS PERTAINING TO SCHEDULE OF QUANTITIES

S.NO.	Description of Item	UOM	Quantity	Weightage (%)
1	Dismantling, Packing, loading, transportation, receipt at NTPC 2x660MW Talcher Project site, cleaning the materials, painting, supply of additional materials as required to re-erection of PEB office sheds -2 No.s along with toilet blocks & water tank structures from Uppur Project to NTPC Talcher Project of required materials			
1A	Dismantling of PEB Office sheds at 2x800 MW Uppur TPS site	No.s of Sheds	2	4.630917474
1B	Loading and Packing at 2x800 MW Uppur TPS site, Transportation from Uppur to 2x660 MW NTPC Talcher TPS site and Un-loading of the PEB Office sheds at Talcher site	No.s of Sheds	2	4.630917474
1C	Supply of additional items as required (like wall panels, partitions, Ventilators, Mid Bay LED Luminaries with fittings, Galvalume Sheets, Structural sheets, bolts, nuts, washers, clamps, fasteners, rainwater gutter, clamps & accessories, electrical cables, fittings, earthing materials, etc.)	No.s of Sheds	2	32.41642232
1D	Re-erection including finishing works & handingover of the PEB office sheds at 2x660MW NTPC Talcher site	No.s of Sheds	2	4.630917474
	Total of Item No. 1			46.30917474

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-XI: WEIGHTAGES & FACTORS PERTAINING TO SCHEDULE OF QUANTITIES

S.NO.	Description of Item	UOM	Quantity	Weightage (%)
2	Dismantling, Packing, loading, transportation, receipt at NTPC 2x660MW Talcher Project site, cleaning the materials, painting, supply of additional materials as required to re-erection of PEB closed Store -2 No.s from Wanakbori Project to NTPC Talcher Project of required materials	No.s of Sheds		
2A	Dismantling of closed store sheds at 1x800 MW Wanakbori TPS site	No.s of Sheds	2	1.775358614
2B	Loading and Packing at 1x800 MW Wanakbori TPS site, Transportation from Wankabori to 2x660 MW NTPC Talcher TPS site and Un-loading of the PClosed store sheds at Talcher site	No.s of Sheds	2	1.775358614
2C	Supply of additional items as required (like Ventilators, Mid Bay LED Luminaries with fittings, Galvalume Sheets, Structural sheets, bolts, nuts, washers, clamps, fasteners, rainwater gutter, clamps & accessories, electrical cables, fittings, earthing materials, etc.)	No.s of Sheds	2	12.4275103
2D	Re-erection including finishing works & handingover of the Clsoed store sheds at 2x660MW NTPC Talcher site	No.s of Sheds	2	1.775358614
	Total of Item No. 2			17.75358614

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-XI: WEIGHTAGES & FACTORS PERTAINING TO SCHEDULE OF QUANTITIES

S.NO.	Description of Item	UOM	Quantity	Weightage (%)
3	Dismantling, Packing, loading, transportation, receipt at NTPC 2x660MW Talcher Project site, cleaning the materials, painting, supply of additional materials as required to re-erection of PEB office shed-1 No. from Wanakbori Project to NTPC Talcher Project of required materials	No.s of Sheds		
3A	Dismantling of PEB Office shed at 1x800 MW Wanakbori TPS site	No.s of Sheds	1	3.593723911
3B	Loading and Packing at 1x800 MW Wanakbori TPS site, Transportation from Wanakbori to 2x660 MW NTPC Talcher TPS site and Un-loading of the PEB Office sheds at Talcher site	No.s of Sheds	1	3.593723911
3C	Supply of additional items as required (like wall panels, partitions, Ventilators, Mid Bay LED Luminaries with fittings, Galvalume Sheets, Structural sheets, bolts, nuts, washers, clamps, fasteners, rainwater gutter, clamps & accessories, electrical cables, fittings, earthing materials, etc.)	No.s of Sheds	1	25.15606738
3D	Re-erection including finishing works & handingover of the PEB office shed at 2x660MW NTPC Talcher site	No.s of Sheds	1	3.593723911
Total of Item No. 3				35.93723911

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-XI: WEIGHTAGES & FACTORS PERTAINING TO SCHEDULE OF QUANTITIES

Instructions to the bidders

1. **Bidders shall quote Total Lump-sum Price for the entire scope of work in Rupees in VOL II PRICE BID at BHEL E-procurement Portal.** Any other entry elsewhere in the offer of the bidder shall be treated as Null and Void.
2. This Total Lump-sum Price shall be distributed based on the BHEL fixed percentage weightages w.r.t the total Total Lump-sum Price quoted by the bidder for the subject tender.
3. BHEL has pre-fixed the Weightage/Factor as detailed above in this chapter for deriving the Unit Rates. By multiplying BHEL pre-fixed the Weightages / Factor and the total prices derived in sl no. 2 above; unit rate of individual items shall be derived. Unit Rate/Item Rate thus arrived shall be rounded off to two decimal places.
4. Based on the quantities of individual item and the item rates arrived in Sl No 3 above, the total amount for individual items shall be derived. Total amount thus derived shall be rounded off to two decimal places.
5. **Grand Total amount for the work shall be derived by BHEL by summing up respective total amounts.**
6. **Bidders to note that this is an item rate contract. Payment shall be made for the actual quantities of work executed at the unit rate arrived at as per Sl No.3 above.**
7. For the convenience of bidders, BHEL has issued an excel sheet with all the requisite formulae as described above. **However the referred excel sheet shall not form part of contract document. Further, this sheet should not be uploaded at the e-Portal.**