

## **E-TENDER SPECIFICATION**

<b>Sl No</b>	<b>E-Tender Specification Number</b>
<b>1</b>	<b>BHE/PW/PUR/TLRPT- SG PKG-A/2661</b>
<b>2</b>	<b>BHE/PW/PUR/TLRPT- SG PKG-B/2662</b>

**Package-A:** Civil and architecture works of Integrated Boiler - Bunker Foundation, Mill Foundation, ESP Foundation, ID Duct Foundation, Fans Foundation, MRS Foundation, Bottom Ash Hopper, FGD RCPH & OB Foundation, Absorber Foundation, FGD Duct Foundation, ESP cum FGD Control Room, CEP VFD Room, Pipe & Cable Rack, Process Water Tank Foundation, Roads upto WBM and Drains, Pre-cast Boundary Wall.

**And**

**Package-B:** Civil and architecture works of Integrated Boiler - Bunker Foundation, Mill Foundation, ESP Foundation, ID Duct Foundation, Fans Foundation, MRS Foundation, Bottom Ash Hopper, FGD RCPH & OB Foundation, RC Pump Foundation, Absorber Foundation, FGD Duct Foundation, ESP+FGD Control Room, Pipe & Cable Rack, Aux. Absorber Tank, Roads upto WBM and Drains, Pre-cast Boundary Wall.

**at**

**2x660 MW NTPC Talcher TPS**

**VOLUME - I**

**FOR**

**VOLUME I - TECHNICAL BID**

### **THIS TENDER SPECIFICATION CONSISTS OF:**

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

**Bharat Heavy Electricals Limited**



*(A Government of India Undertaking)*  
Power Sector - Western Region  
345-Kingsway, Nagpur-44000

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NIL	Tender Specification Issue Details	(Part of <b><u>Vol-IA-2661-2662</u></b> )
NIL	Notice Inviting Tender	(Part of <b><u>Vol-IA-2661-2662</u></b> )
I-A	Technical Conditions of Contract	Vol-I-A- <b><u>2661-2662</u></b>
I-B	Special Conditions of Contract	Vol-I-BCD- <b><u>2661-2662</u></b>
I-C	General Conditions of Contract	(Part of Vol-I-BCD- <b><u>2661-2662</u></b> )
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**at**

### **2x660 MW NTPC Talcher TPS**

**EARNEST MONEY DEPOSIT:** Refer Notice Inviting Tender

**LAST DATE FOR TENDER SUBMISSION** Refer Notice Inviting Tender

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

M/s. ....

.....

**PLEASE NOTE:**  
**THESE TENDER SPECS DOCUMENTS ARE NOT TRANSFERABLE.**

**For Bharat Heavy Electricals Limited**

**GM (Purchase)**

**Place:** Nagpur

**Date:**

2661-  
2662

# NOTICE INVITING TENDER

Bharat Heavy Electricals Limited



**BHEL PSWR  
Notice Inviting Tender**

**E-Tender Specification No: BHE/PW/PUR/TLRPT- SG PKG-A/2661  
BHE/PW/PUR/TLRPT- SG PKG-B/2662**

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Date: 29/10/2022

**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- SG PKG-A/2661 BHE/PW/PUR/TLRPT- SG PKG-B/2662	
ii	Broad Scope of job	<b>Package-A:</b> Civil and architecture works of Integrated Boiler - Bunker Foundation, Mill Foundation, ESP Foundation, ID Duct Foundation, Fans Foundation, MRS Foundation, Bottom Ash Hopper, FGD RCPH & OB Foundation, Absorber Foundation, FGD Duct Foundation, ESP cum FGD Control Room, CEP VFD Room, Pipe & Cable Rack, Process Water Tank Foundation, Roads upto WBM and Drains, Pre-cast Boundary Wall.	
		<b>And</b> <b>Package-B:</b> Civil and architecture works of Integrated Boiler - Bunker Foundation, Mill Foundation, ESP Foundation, ID Duct Foundation, Fans Foundation, MRS Foundation, Bottom Ash Hopper, FGD RCPH & OB Foundation, RC Pump Foundation, Absorber Foundation, FGD Duct Foundation, ESP+FGD Control Room, Pipe & Cable Rack, Aux. Absorber Tank, Roads upto WBM and Drains, Pre-cast Boundary Wall.	
		At <b>2x660 MW NTPC Talcher TPS</b>	
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
F	Volume-II	Price Bid as specified in E-Procurement Portal	Applicable

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S No.	ISSUE	DESCRIPTION	
iv	Issue of Tender Documents	<p>Tender documents will be available for downloading from BHEL website (<a href="http://www.bhel.com">www.bhel.com</a>) or e-procurement portal (<a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a>) as per schedule below:</p> <p><b>Start :29/10/2022 , Time :16:00</b> <b>Closes : 08/11/2022 , Time : 13:00</b></p> <p>Brief information of the tenders shall also be available at central public procurement portal. (<a href="https://eprocure.gov.in/epublish/app">https://eprocure.gov.in/epublish/app</a>)</p>	Applicable
v	DUE DATE & TIME OF OFFER SUBMISSION	<p><b>Date: 08/11/2022, Time: 13.00 Hrs</b></p> <ul style="list-style-type: none"> <li>Place: on <b>E-Tender Portal</b> <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a></li> </ul>	Applicable
vi	OPENING OF TENDER (Techno-Commercial Bid)	<p><b>Date: 08/11/2022, Time: 17.00 Hrs</b></p> <p>Notes:</p> <p>(1) In case the due date of opening of tender becomes a non-working day, then the due date &amp; time of offer submission and opening of tenders get extended to the next working day.</p> <p>(2) Bidder may depute representative to witness the opening of tender. For e-Tender, Bidder may witness the opening of tender through e-Procurement portal only.</p>	Applicable
vii	EMD AMOUNT	<p><b>Rs 54,21,000/- (Rupees Fifty-Four Lakh Twenty-One Thousand Only)</b></p> <p><b>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.</b></p>	Applicable
viii	COST OF TENDER	Free	
ix	LAST DATE FOR SEEKING CLARIFICATION	<p>One day before due date of offer submission. Along with soft version also, addressing to undersigned &amp; to others as per contact address given below:</p> <p>1) Name: Viveka nand Jha Designation: Manager Deptt: Purchase Address: Floor no. 5 &amp; 6,Shree Mohini Complex, 345 Kingsway, Nagpur-440001 Mobile-9429198214 Email :<a href="mailto:vivekjha@bhel.in">vivekjha@bhel.in</a></p> <p>2) Mr. Kamlesh Kumar Designation: DGM Deptt: Purchase Address: Floor no. 5 &amp; 6,Shree Mohini Complex, 345 Kingsway, Nagpur-440001 Email: <a href="mailto:kamleshbhel@bhel.in">kamleshbhel@bhel.in</a> Mob: 9425554615</p> <p>3) Name: R. M. Malhotra Designation: GM</p>	Applicable

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<b>S No.</b>	<b>ISSUE</b>	<b>DESCRIPTION</b>	
		Deptt: Purchase Address: Floor no. 5 & 6, Shree Mohini Complex, 345 Kingsway, Nagpur-440001	
<b>x</b>	<b>SCHEDULE OF Pre Bid Discussion (PBD)</b>		Not Applicable
<b>xi</b>	<b>INTEGRITY PACT &amp; DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)</b>	1) <i>Shri Otem Dai, IAS (Retd.)</i> 2) <i>Shri Bishwamitra Pandey, IRAS (Retd.)</i> 3) <i>Shri Mukesh Mittal, IRS (Retd.)</i>	Applicable
<b>xii</b>	<b>Latest updates</b>	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage ( <a href="http://www.bhel.com">www.bhel.com</a> -->Tender Notifications →View Corrigendum), Central Public Procurement portal ( <a href="https://eprocure.gov.in/epublish/app">https://eprocure.gov.in/epublish/app</a> ) & on e-tender portal <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a> and 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:-

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

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

**5.0 Procedure for Submission of Tenders:**

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

**Documents Comprising the e-Tender**

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

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

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

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

**b. Price Bid:**

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



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**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](mailto:support-eproc@nic.in)**

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

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

The contact details of the DSC certifying authority:-

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

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

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

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

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

Sl. no.	Description	Remarks
	<b>Part-I A</b>	
	<b><u>ENVELOPE – I superscribed as:</u></b> PART I (TECHNO COMMERCIAL BID) TENDER NO: NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION:  <b><u>CONTAINING THE FOLLOWING:-</u></b>	
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.  <b><u>Note:</u></b> 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	

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	<p>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.</p> <p>b. <del>BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding.</del></p> <p>i). <del>In case of acceptance of the deviations, appropriate loading shall be done by BHEL</del></p> <p>ii). <del>In case of unacceptable deviations, BHEL reserves the right to reject the tender</del></p>	
iii. —	<p><del>Supporting documents/ annexure/ schedules/ drawing etc. as required in line with Pre-Qualification criteria.</del></p> <p><del>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.</del></p>	
iv. —	<del>All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc. pertinent to this NIT.</del>	
v. —	<del>Integrity Pact Agreement (Duly signed by the authorized signatory)</del>	<del>If applicable</del>
vi. —	<del>Duly filled-in annexures, formats etc. as required under this Tender Specification/NIT</del>	
vii. —	<del>Notice inviting Tender (NIT)</del>	
viii. —	<del>Volume – I A : Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc.</del>	
ix. —	<del>Volume – I B : Special Conditions of Contract (SCC)</del>	
x. —	<del>Volume – I C : General Conditions of Contract (GCC)</del>	
xi. —	<del>Volume – I D : Forms &amp; Procedures</del>	
xii. —	<del>Volume – II (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item</del>	
xiii. —	<del>Any other details preferred by bidder with proper indexing.</del>	

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

	<b>PART-II</b>	
	<b>PRICE BID</b> consisting of the following shall be enclosed	

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

	<b>OUTER COVER</b>	
	<b><u>ENVELOPE-IV (MAIN ENVELOPE / OUTER ENVELOPE)</u></b> superscribed as: TECHNO-COMMERCIAL BID, PRICE BID & EMD TENDER NO: NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION:  <b>CONTAINING THE FOLLOWING:</b>	
i	○ Envelopes I ○ 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 3<sup>rd</sup> 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)

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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 3<sup>rd</sup> Month preceding the month corresponding to 'latest date of bid submission', in the following manner:

**(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**

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

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)
1	Similar Packages for all Regions → (under execution/ executed during period of assessment)	P <sub>1</sub>	P <sub>2</sub>	P <sub>3</sub>	P <sub>4</sub>	P <sub>5</sub>	...	P <sub>N</sub>	Total No. of similar packages for all Regions = P <sub>T</sub> 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 <sub>1</sub>	T <sub>2</sub>	T <sub>3</sub>	T <sub>4</sub>	T <sub>5</sub>	...	T <sub>N</sub>	Sum (Σ) of columns (iii) to (ix)  = T <sub>T</sub>
3	Monthly performance scores for the corresponding period (as in Row 2)	S <sub>1-1</sub> , S <sub>1-2</sub> , S <sub>1-3</sub> , S <sub>1-4</sub> , ... S <sub>1-T1</sub>	S <sub>2-1</sub> , S <sub>2-2</sub> , S <sub>2-3</sub> , S <sub>2-4</sub> , ... S <sub>2-T2</sub>	S <sub>3-1</sub> , S <sub>3-2</sub> , S <sub>3-3</sub> , S <sub>3-4</sub> , ... S <sub>3-T3</sub>	S <sub>4-1</sub> , S <sub>4-2</sub> , S <sub>4-3</sub> , S <sub>4-4</sub> , ... S <sub>4-T4</sub>	S <sub>5-1</sub> , S <sub>5-2</sub> , S <sub>5-3</sub> , S <sub>5-4</sub> , ... S <sub>5-T5</sub>	.. ... ... ... ... ...	S <sub>N-1</sub> , S <sub>N-2</sub> , S <sub>N-3</sub> , S <sub>N-4</sub> , ... S <sub>N-TN</sub>	-----
4	Sum of Monthly Performance scores of the corresponding Package for the corresponding period (as in row-3)	S <sub>1</sub>	S <sub>2</sub>	S <sub>3</sub>	S <sub>4</sub>	S <sub>5</sub>	...	S <sub>N</sub>	Sum (Σ) of columns (iii) to (ix) = S <sub>T</sub>

ii). Calculation of Overall 'Performance Rating' (R<sub>BHEL</sub>) 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<sub>BHEL</sub>' shall be calculated subject to

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availability of 'performance scores' for at least 6 'package months' in the order of precedence below:

- a) 'Period of Assessment' i.e. 6 months preceding and including the cut-off month
- b) 12 months preceding and including the cut-off month
- c) 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:

Sl. no.	Overall Performance Rating ( $R_{BHEL}$ )	Corresponding value of 'L'
1	=60	NA
2	> 60 and $\leq$ 65	0.4
3	> 65 and $\leq$ 70	0.35
4	> 70 and $\leq$ 75	0.25
5	> 75 and $\leq$ 80	0.2
6	$\geq$ 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  $P_{Max} = (R_{BHEL} - 60)$  divided by corresponding value of 'L', i.e.  $(R_{BHEL} - 60)/L$

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  $R_{BHEL} = 60$ ,  $P_{Max} = '1'$
- iii). For  $R_{BHEL} \geq 80$ , 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  $P \leq P_{Max}$

(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

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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
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)

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'.

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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:
- a) All the bidders having Overall Performance Rating ('R<sub>BHEL</sub>')  $\geq 60$  shall be considered qualified against criteria of 'Assessment of Capacity of Bidders'.
  - b) 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 available performance scores  $\geq 60$  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<sub>BHEL</sub>')  $\geq 60$ , (b)- "First timer" bidders having average of available performance scores  $\geq 60$  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 27<sup>th</sup> 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



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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 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 Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), **if applicable**, along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. **The names and other details of Independent External Monitor (IEM) for the subject tender is as given at point (1) above.**

**"Integrity Pact (IP)"**

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

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Sl. No.	IEM	Email
1.	Shri Otem Dai, IAS (Retd.)	<a href="mailto:iem1@bhel.in">iem1@bhel.in</a>
2.	Shri Bishwamitra Pandey, IRAS (Retd.)	<a href="mailto:Iem2@bhel.in">Iem2@bhel.in</a>
3.	Shri Mukesh Mittal, IRS (Retd.)	<a href="mailto:Iem3@bhel.in">Iem3@bhel.in</a>

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

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

**Note:**

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

Details of contact person(s):

<b>Name:</b>	R M Malhotra/ GM (Purchase)	Tapish Kumar/Dy Manager (Purchase)
<b>Dept:</b>	Purchase Department	
<b>Address:</b>	Floor No. 5 & 6, Shreemohini Complex, 345 Kingsway, Nagpur-440001	
<b>Email:</b>	<a href="mailto:rmalhotra@bhel.in">rmalhotra@bhel.in</a>	<a href="mailto:tapishkhandelwal@bhel.in">tapishkhandelwal@bhel.in</a>
<b>Phone:</b>	0712-2858633	9010903666

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](http://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.

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- 20.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 21.0 In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.
- 22.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 23.0 ~~Consortium Bidding (or Technical Tie up) shall be allowed only if specified in Pre Qualifying Requirement (PQR) criteria, and in such a case the following shall be complied with:~~
- ~~23.1 Prime Bidder and Consortium Partner or partners are required to enter into a consortium agreement for the said contract with a validity period of six months initially. In case bidder becomes L1, Consortium Agreement valid till contractual completion period shall be submitted to BHEL before signing the contract. Consortium Agreement shall be kept valid till scope of work awarded to consortium partner(s) as per contract is completed.~~
- ~~23.2 'Standalone' bidder cannot become a '**Prime Bidder**' or a '**Consortium bidder**' or '**Technical Tie up bidder**' in a consortium (or Technical Tie up) bidding. Prime bidder shall neither be a consortium partner to other prime bidder nor take any other consortium partners. However, consortium partner may enter into consortium agreement with other prime bidders. In case of non-compliance, consortium bids of such Prime bidders will be rejected.~~
- ~~23.3 Number of partners for a Consortium Bidding (or Technical Tie up) including Prime Bidder shall be NOT more than 3 (three).~~
- ~~23.4 Prime Bidder shall be as specified in the Pre Qualification Requirement, else the bidder who has the major share of work.~~
- ~~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~~

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~~consortium partner or partners meeting the PQR have to be engaged by the Prime Bidder, and if not, the respective work will be withdrawn and executed on risk and cost basis of the Prime Bidder. The new consortium partner or partners shall submit fresh SDs as applicable.~~

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

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

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

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

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

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

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](http://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](http://www.bhel.com).

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

28.1.1 **Commitment by BHEL:**

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

**28.1.2 Commitment by Bidder/ Supplier/ Contractor:**

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

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

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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 in 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.*

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*b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.*

- 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.*
- 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person has ownership of or entitlement to more than fifteen percent of the property or capital or profits of the such association or body of individuals.*
- 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;*
- 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.*

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

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

**Note:**

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

**32.0** Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.  
All overwriting/cutting, etc., will be numbered by bid opening officials and announced during bid opening.

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

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

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

**34.0** The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices,

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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
- b. Notice Inviting Tender (NIT)
- c. Price Bid
- d. Technical Conditions of Contract (TCC)—Volume-1A
- e. Special Conditions of Contract (SCC) —Volume-1B
- f. General Conditions of Contract (GCC) —Volume-1C
- g. Forms and Procedures —Volume-1D

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

For BHARAT HEAVY ELECTRICALS LTD

(General Manager - Purchase)

**Enclosure:**

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



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**ANNEXURE - 1**

**PRE QUALIFYING CRITERIA**

JOB	<p><b>Package-A:</b> Civil and architecture works of Integrated Boiler - Bunker Foundation, Mill Foundation, ESP Foundation, ID Duct Foundation, Fans Foundation, MRS Foundation, Bottom Ash Hopper, FGD RCPH &amp; OB Foundation, Absorber Foundation, FGD Duct Foundation, ESP cum FGD Control Room, CEP VFD Room, Pipe &amp; Cable Rack, Process Water Tank Foundation, Roads upto WBM and Drains, Pre-cast Boundary Wall.</p> <p style="text-align: center;"><b>And</b></p> <p><b>Package-B:</b> Civil and architecture works of Integrated Boiler - Bunker Foundation, Mill Foundation, ESP Foundation, ID Duct Foundation, Fans Foundation, MRS Foundation, Bottom Ash Hopper, FGD RCPH &amp; OB Foundation, RC Pump Foundation, Absorber Foundation, FGD Duct Foundation, ESP+FGD Control Room, Pipe &amp; Cable Rack, Aux. Absorber Tank, Roads upto WBM and Drains, Pre-cast Boundary Wall..</p> <p style="text-align: center;"><b>at</b></p> <p style="text-align: center;"><b>2x660 MW NTPC Talcher TPS</b></p>		
TENDER NO	BHE/PW/PUR/TLRPT-RESERVOIR/2651		
SL NO	PRE QUALIFICATION CRITERIA	<b>Bidders claim in respect of fulfilling the PQR Criteria</b>	
		<b>Applicability</b>	
A	Submission of Integrity Pact duly signed (if applicable) (Note: <del>To be submitted by Prime Bidder &amp; Consortium</del> <del>/Technical Tie up partner jointly in case Consortium bidding is permitted,</del> otherwise by the sole bidder)	<b>APPLICABLE</b>	

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B	<p><b><u>B Technical PQR</u></b></p> <p>Bidder shall essentially meet all the Qualifying Requirements (i.e. B.1 &amp; B.2) as under, in the last seven years as on latest date of bid submission:</p> <p><b>B.1:</b> Bidder should have Executed “<b>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</b>” for any one of the following in the last seven years from latest date of bid submission:</p> <p><b>B.1.1)</b> Executed One work of value not less than <b>Rs. 3536.8 Lakhs</b> against single work order. <b>OR</b> <b>B.1.2)</b> Executed Two works each of value not less than <b>Rs. 2210.5 Lakhs</b> against maximum two work orders. <b>OR</b> <b>B.1.3)</b> Executed Three works each of value not less than <b>Rs. 1768.4 Lakhs</b> against maximum three work orders.</p> <p><b>AND</b></p> <p><b>B.2:</b> Bidder should have executed Reinforced Cement Concrete (RCC) quantities of at least 21580 Cum in cumulative of maximum two running/completed contracts within a common period of “twelve consecutive months” in coal based/Lignite based power plant of installed capacity of 500MW or more within last 7 years.</p>	APPLICABLE	
C.1	Bidders must have achieved an average annual financial turnover (audited) of <b>Rs. 1326.3 Lakhs or more</b> over last three Financial Years (FY) i.e <b>2019-20 , 2020-21 &amp; 2021-2022’</b>	APPLICABLE	
C.2	<b><u>NETWORTH</u></b> (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	<b><u>PROFIT</u></b> 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 ( <b>Annexure-8</b> ) to this effect.	APPLICABLE	
D	Assessment of Capacity of Bidder:  The “Assessment of Capacity of Bidders” for this Tender shall be carried out by considering the identified similar packages as “ <b>Civil Works including foundations</b> ”.	APPLICABLE	
E	<b>Approval of Customer (if applicable)</b>  <b>Note:</b> Names of bidders (including consortium/Technical Tie up	<b>NOT APPLICABLE</b>	

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	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		
F	Price Bid Opening <b>Note:</b> Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria A to E		<b>BY BHEL</b>
G	Consortium tie-ups	<b>NOT APPLICABLE</b>	
<p><b><u>Explanatory Notes for the PQR (unless otherwise specified in the PQR):</u></b></p> <p><b><u>Explanatory Notes for PQR B.1 (Technical)</u></b></p> <ul style="list-style-type: none"> <li>For the criteria (B.1), actual executed value shall be considered.</li> <li>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- <math display="block">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}</math> <p>Where  P = Updated value of work  R = Value of executed work  X<sub>N</sub> = All India Avg. Consumer Price index for industrial workers for three months prior to the month of latest due date of bid submission (e.g. If latest bid submission date is 02-Mar-17, then bid submission month shall be reckoned as March'17 and index for Dec'2016 shall be considered).  X<sub>0</sub> = All India Avg. Consumer Price index for industrial workers for last month of work execution  Y<sub>N</sub> = 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<sub>0</sub> = Monthly Whole Sale Price Index for All Commodities for last month of work execution</p> </li> <li>The evaluation currency for this tender shall be INR.</li> </ul> <p><b><u>Explanatory Notes for Technical Criteria (B2):</u></b></p> <ol style="list-style-type: none"> <li>VOID</li> <li>Unless otherwise specified, for the purpose of "B2 Technical Criteria", the word 'EXECUTED' means achievement of milestones as defined below - <ol style="list-style-type: none"> <li>"ACHIEVEMENT OF PHYSICAL QUANTITIES" as per PQRs.</li> <li>"READINESS FOR COAL FILLING" of at least one Bunker, in respect of Mill Bunker Structure.</li> <li>"CHARGING" in respect of Power Transformers/ Bus Ducts/ "HT/LT Switchgears" / "HT/LT Cabling".</li> <li>For C&amp;I works: "SYNCHRONISATION" in case of power project / "WORK EXECUTION of the value as defined in PQR" in case of industry.</li> </ol> </li> </ol>			

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- e. "BOILER LIGHT UP" in respect of Boiler / CFBC / ESP.
  - f. "CHARGING OF ATLEAST ONE PASS" in respect of ESP(R&M)
  - g. "GAS IN" in respect of HRSG.
  - h. "STEAM BLOWING" in respect of Power Cycle Piping.
  - i. "HYDRAULIC TEST"/ ANY OTHER EQUIVALENT TEST LIKE "100% RT/UT OF WELDED JOINTS" of the system in respect of Pressure parts/ LP Piping/CW Piping.
  - j. "FULL LOAD OPERATION OF THE UNIT" in respect of Insulation work.
  - k. "SYNCHRONISATION" in respect of STG / GTG.
  - l. "SPINNING" in respect of HTG.
  - m. "GAS IN" in respect of FGD
3. Boiler means HRSG or WHRB or any other types of Steam Generator.
4. Power Cycle piping means Main Steam, Hot Reheat, Cold Reheat, HP Bypass.
5. For the purpose of evaluation of the PQR, one MW shall be considered equivalent to 3.5 TPH where ever rating of HRSG/BOILER is mentioned in MW. Similarly, where ever rating of Gas Turbine is mentioned in terms of Frame size, ISO rating of the same in terms of MW shall be considered for evaluation.

**Explanatory Notes for PQR -C (Financial):**

**C-1:**

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

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

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

Net worth = Paid up share capital + Reserves

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

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

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

**Common Explanatory Notes:**

- 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

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Company along with its own experience, subject to following:

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

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be withdrawn and executed on risk and cost basis of the prime bidder.

- l. In case Prime Bidder withdraws or insolvency / liquidation / winding up proceedings have been initiated / admitted against the Prime Bidder, BHEL reserves the right to cancel, terminate or short close the contract or take any other action to safeguard BHEL's interest in the Project / Contract. This action will be without prejudice to any other action that BHEL can take under Law and the Contract to safeguard interests of BHEL
- m. After successful execution of one work with a consortium partner under direct orders of BHEL, the Prime Bidder shall be eligible for becoming a 'standalone' bidder for works similar to that for which consortium partner was engaged, for subsequent tenders.
- n. The Consortium partner shall submit SD equivalent to 1% of the total contract value in addition to the SD to be submitted by the Prime Bidder for the total contract value.

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

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

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Format-1

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

To,

.....

.....

Dear Sir,

**Sub:** Bid for NIT No .....dated..... 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)**

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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** 



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## ANNEXURE - 2

**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> <del>ONE TIME EMD / ONLY FOR THIS TENDER</del>	
5	Validity of Offer	TO BE VALID FOR SIX MONTHS FROM DUE DATE	
		APPLICABILITY (BY BHEL)	ENCLOSED BY BIDDER
6	Whether the format for compliance with <b>PRE QUALIFICATION CRITERIA</b> (ANNEXURE-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/ <del>Not Applicable</del>	YES/NO
8	Copy of GST & PAN Card	Applicable/ <del>Not Applicable</del>	YES/NO
9	Whether all pages of the Tender documents including annexures, appendices etc. are read understood and signed	Applicable/ <del>Not Applicable</del>	YES/NO
10	Integrity Pact	Applicable/ <del>Not Applicable</del>	YES/NO
11	OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER	Applicable/ <del>Not Applicable</del>	YES/NO
12	Declaration by Authorized Signatory	Applicable/ <del>Not Applicable</del>	YES/NO
13	No Deviation Certificate	Applicable/ <del>Not Applicable</del>	YES/NO
14	Declaration confirming knowledge about Site Conditions	Applicable/ <del>Not Applicable</del>	YES/NO

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

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

**DATE:**

**AUTHORISED SIGNATORY**

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

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**ANNEXURE-3**

**Certificate by Chartered Accountant on letter head**

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

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

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

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No. S.O.1722(E) dated October 5, 2006:  
Rs ..... 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 1<sup>st</sup> April of the financial year following the year in which such change took place, as notified vide S.O. No. 2119 (E) dated 26.06.2020 published in the gazette notification dated 26.06.2020 by Ministry of MSME.~~

Date:

(Signature)

Name:

Membership Number:

Seal of the Chartered Accountant

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**ANNEXURE-4**

**Reverse Auction Process Compliance Form**

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

To

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

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

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the RFQ document for {Items} against BHEL enquiry/ RFQ no.{ BHE/PW/PUR/TLRPT- SG PKG-A/2661} dt. {.....}  
This letter is to confirm that:

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

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

With regards

Signature with company seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

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

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**ANNEXURE – 5**

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

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

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**ANNEXURE – 6**

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

**To**

- M/s. Service provider
- Postal address

CC: M/s BHEL 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- SG PKG-A/2661**

~~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:**

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**ANNEXURE – 7**

**INTEGRITY PACT**

**Between**

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

**and**

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

**Preamble**

The Principal intends to award, under laid-down organizational procedures, contract/s for  
*Package-A: Civil and architecture works of Integrated Boiler - Bunker Foundation, Mill Foundation, ESP Foundation, ID Duct Foundation, Fans Foundation, MRS Foundation, Bottom Ash Hopper, FGD RCPH & OB Foundation, Absorber Foundation, FGD Duct Foundation, ESP cum FGD Control Room, CEP VFD Room, Pipe & Cable Rack, Process Water Tank Foundation, Roads upto WBM and Drains, Pre-cast Boundary Wall.*

*And*

*Package-B: Civil and architecture works of Integrated Boiler - Bunker Foundation, Mill Foundation, ESP Foundation, ID Duct Foundation, Fans Foundation, MRS Foundation, Bottom Ash Hopper, FGD RCPH & OB Foundation, RC Pump Foundation, Absorber Foundation, FGD Duct Foundation, ESP+FGD Control Room, Pipe & Cable Rack, Aux. Absorber Tank, Roads upto WBM and Drains, Pre-cast Boundary Wall..*

*at*

***2x660 MW NTPC Talcher TPS***

*(ETS no.: BHE/PW/PUR/TLRPT- SG PKG-A/2661 & BHE/PW/PUR/TLRPT- SG PKG-B/2662 )*. The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

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

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**Section 1- Commitments of the Principal**

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

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

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

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



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associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and will await their decision in the matter.

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

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

**Section 4 - Compensation for Damages**

4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/ Bid Security.

4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher.

**Section 5 - Previous Transgression**

5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

**Section 6 - Equal treatment of all Bidders/ Contractors / Sub-contractors**

6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors.

6.2 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

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

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

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

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality in line with Non-disclosure agreement.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.9 IEM should examine the process integrity; they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organisation.
- 8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code/ Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable

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time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.

8.12 The word 'Monitor' would include both singular and plural.

**Section 9 - Pact Duration**

9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty / guarantee etc. should be outside the purview of IEMs.

9.2 If any claim is made/ lodged during currency of IP, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

**Section 10 - Other Provisions**

10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.

10.2 Changes and supplements as well as termination notices need to be made in writing.

10.3 If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.

10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those bidders / contractors who have entered into this Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.

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

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the parties shall present IEMs as witness in any Alternative Dispute Resolution or judicial proceedings in respect of the dispute that was subject of mediation.

*Vivek Singh*  
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For & On behalf of the Principal

(Office Seal)

Place *Nagpur*  
Date *29/10/2022*

For & On behalf of the Bidder/ Contractor

(Office Seal)

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

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

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

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



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**ANNEXURE - 8**

**UNDERTAKING**

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

**To,**

GM-PURCHASE, BHEL-PSWR,  
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- SG PKG-A/2661  
BHE/PW/PUR/TLRPT- SG PKG-B/2662

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

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

Place:

Date:

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**Annexure-9**

**DECLARATION**

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

To

GM-PURCHASE, BHEL-PSWR,  
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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**Annexure-10**

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

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

To,

GM-PURCHASE, BHEL-PSWR,  
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 04<sup>th</sup> June, 2020 and subsequent order(s).

**Ref :** 1) NIT/Tender Specification No: BHE/PW/PUR/TLRPT- SG PKG-A/2661  
BHE/PW/PUR/TLRPT- SG PKG-B/2662 ,

2) All other pertinent issues till date

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

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

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

...

Thanking you,  
Yours faithfully,

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

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

**Note:**

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

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**Annexure-11**

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

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

To,

GM-PURCHASE, BHEL-PSWR,  
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- SG PKG-A/2661  
BHE/PW/PUR/TLRPT- SG PKG-B/2662 ,

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.



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**Annexure-12: IMPORTANT INFORMATION**

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

**Postal Address:**

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

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

Manager Purchase, Email: [vivekjha@bhel.in](mailto:vivekjha@bhel.in): Ph: +91-9429198214

Dy Manager Purchase, Email: [tapishkhandelwal@bhel.in](mailto:tapishkhandelwal@bhel.in) Ph: +91-9010903666

DGM/Purchase, email: [kamleshbhel@bhel.in](mailto:kamleshbhel@bhel.in),

GM Purchase, Email: [rmalhotra@bhel.in](mailto: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](http://www.bhel.com) on "supplier registration page" at the following link: [https://www.bhel.com/sites/default/files/suspension\\_guidelines\\_abridged.pdf](https://www.bhel.com/sites/default/files/suspension_guidelines_abridged.pdf)
2. 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".

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**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:

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

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

**Note:-**

- 1. No benefits to MSE bidders w.r.t Reverse Auction Guidelines as available on [www.bhel.com](http://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. Overrun Compensation (Clause no. 2.12 of GCC) shall not be applicable**

**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.

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**Notice Inviting Tender**

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viii) In case of termination of contract due to any reason attributable to contractor before completion of work, the amount already withheld against slippage of intermediate milestones shall not be released and be converted into recovery.

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

**13. Modality of Tendering and Award:**

This is a combined tender of two Packages (i.e. Package-A and Package-B)

**Package-A:** Civil and architecture works of Integrated Boiler - Bunker Foundation, Mill Foundation, ESP Foundation, ID Duct Foundation, Fans Foundation, MRS Foundation, Bottom Ash Hopper, FGD RCPH & OB Foundation, Absorber Foundation, FGD Duct Foundation, ESP cum FGD Control Room, CEP VFD Room, Pipe & Cable Rack, Process Water Tank Foundation, Roads upto WBM and Drains, Pre-cast Boundary Wall.

**And**

**Package-B:** Civil and architecture works of Integrated Boiler - Bunker Foundation, Mill Foundation, ESP Foundation, ID Duct Foundation, Fans Foundation, MRS Foundation, Bottom Ash Hopper, FGD RCPH & OB Foundation, RC Pump Foundation, Absorber Foundation, FGD Duct Foundation, ESP+FGD Control Room, Pipe & Cable Rack, Aux. Absorber Tank, Roads upto WBM and Drains, Pre-cast Boundary Wall.

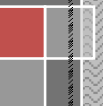
**At 2x660 MW NTPC Talcher TPS**

- The entire scope of work has been divided in two packages (i.e. Package-A and Package-B). BOQ/Rate Schedule enclosed in this tender is for Package-A and Package-B separately as Chapter-XI and Chapter-XII respectively. These packages are tendered together with item rate matching philosophy with following modality:
- Bidder has to submit their Price for Package-A only as indicated in the “Part-C of Volume-II-Price Bid” at BHEL e-procurement Portal.
- L-1 Bidder shall be considered for award of Package-A
- For award of **Package-B** next bidder in the order of their price competitiveness (i.e. L-2, then L-3 and hence forth) shall be given an option to match their price/item rate, with the Awarded/Finalized price/item rate of Package-A. In case none of the bidders agree to match the Awarded price/item rate of Package-A, then BHEL may opt any other suitable method to finalize the Package-B.
- Each package will be treated as a separate contract.
- All tender documents except chapter-XI and Chapter-XII of Vol-IA TCC are common for both the Packages i.e. Package-A and Package-B.

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# TECHNICAL CONDITIONS OF CONTRACT (TCC)

BHARAT HEAVY ELECTRICALS LIMITED



# TECHNICAL CONDITIONS OF CONTRACT (TCC)

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# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter - I: Project Information

Sl. No.	Description	Details
1	Project Title	2x660 MW Talcher Thermal Power Station
2	Customer	National Thermal Power Corporation Limited (NTPC Limited)
3	Location	The proposed site is at a distance of about 4 km from Talcher town and about 25 km from district headquarters Angul in Odisha state, India.
4	Nearest Railway Station	Talcher is on Talcher-Cuttack section of North Eastern Railway (renamed East Coast Railway) at about 2 Km. However, a small railway station named 'Talcher Thermal' is located near project boundary.
5	Nearest Airport	Bhubaneshwar (55pprox.. 150Km by road)
6	Access By Road/Major Cities	The area is accessible by NH-23 (renamed NH-149) at about 1 km.
7	Temperature	Mean of daily minimum temperature = 15.1°C Mean of daily maximum temperature = 39.8°C
8	Seismic Zone	The project site lies in zone III as defined in IS: 1893.
9	Wind Speed	Design wind speed is 50 m/sec as per IS: 875 Part III

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – II: Scope of Work and Technical Specifications

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### 2.0 SCOPE OF WORK

**Package-A:** Civil and architecture works of Integrated Boiler - Bunker Foundation, Mill Foundation, ESP Foundation, ID Duct Foundation, Fans Foundation, MRS Foundation, Bottom Ash Hopper, FGD RCPH & OB Foundation, Absorber Foundation, FGD Duct Foundation, ESP cum FGD Control Room, CEP VFD Room, Pipe & Cable Rack, Process Water Tank Foundation, Bottom Ash Hopper, Roads upto WBM and Drains, Pre-cast Boundary Wall and any other foundations nearby SG#1 area.

**And**

**Package-B:** Civil and architecture works of Integrated Boiler - Bunker Foundation, Mill Foundation, ESP Foundation, ID Duct Foundation, Fans Foundation, MRS Foundation, Bottom Ash Hopper, FGD RCPH & OB Foundation, RC Pump Foundation, Absorber Foundation, FGD Duct Foundation, ESP+FGD Control Room, Pipe & Cable Rack, Aux. Absorber Tank, Bottom Ash Hopper, Roads upto WBM and Drains, Pre-cast Boundary Wall and any other foundations nearby SG#2 area.

**2.1** The scope of work comprises of construction of all Civil and Architectural works in conformity with the approved mechanical/ electrical layout including supply of labour, materials and necessary equipment, tools & plants for buildings, equipment and facilities for the respective package works listed below **except Cement, Reinforcement Steel (TMT) and Structure Steel, which shall be supplied by BHEL free of cost as per Schedule of Items.**

**2.2 Area Grading & Levelling for respective package, Pre-cast Boundary Wall and Roads up to WBM & Drains;**

1. All works involved in leveling the site specified in the drawing/ as directed by Engineer-in-Charge to the lines, grades, cross sections and dimensions as shown in the approved drawings and/or as directed by the Engineer-in-Charge including site clearance, setting out, earth work in excavation, stacking, loading, transportation, unloading, dewatering, drainage, filling, watering, compaction, lighting, disposal of residual/ surplus earth etc. It also includes supplying and providing all labours, materials, supervision, services, equipment, tools and plants, field and laboratory testing and all incidental items of work not shown or specified but reasonably implied or necessary for the completion of the work etc. All tools and plants, equipment and machineries to be used in this work shall be of standard quality and manufactured by reputed concerns conforming to Indian Standard (IS) codes or equivalent thereof.
2. The proper slope shall be maintained at interfaces between areas having difference of level. Un-Coursed Random Rubble (UCR)/RCC retaining wall shall be provided as per requirement to retain the soil.



# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – II: Scope of Work and Technical Specifications

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3. Cutting of trees including stacking of usable materials identified by BHEL at suitable location and disposal of unused materials at a location identified by engineer-in-charge and in a manner decided by him.
  4. Stripping of top soil up to a maximum depth of 300mm below ground level so as to exclude all debris, grass, vegetation, bushes, and trees having girth up to 300mm including roots and organic materials etc. and compacting the stripped surface by manual/mechanical means.
  5. Excavation shall be carried out in the areas of level higher than the finished ground level and filling with selected earth from excavation in the areas of level lower than that of finished ground level.
  6. Disposal and stacking of surplus excavated earth at a location identified by BHEL/ NTPC (Referred to as Owner here onwards).
  7. Demolition of existing over/under ground structures (including foundation)/ facilities, if any, and site clearance. Disposal and stacking of the same at a location identified by BHEL/ NTPC (Referred to as Owner here onwards).
  8. Pre-cast boundary walls along with gates. The scope under this includes as below;
    - (i) Dismantling of existing compound walls shown in the drawing or as directed by Engineer-in-Charge.
    - (ii) Providing new pre-cast boundary wall with anti-climbing arrangement as per drawing and /or as directed by Engineer-in-Charge. Wherever required, retaining wall below boundary wall shall also be included in the scope of the contract.
    - (iii) Providing chain link fencing wherever required as per drawing or as directed by Engineer-in-Charge.
    - (iv) Suitable arrangement at crossing of boundary wall with pipe lines, drains, nallah, etc. shall also be provided by the bidder.
    - (v) The gate of suitable size along with boundary wall shall be provided as per drawing or as directed by Engineer-in-Charge.
  9. Plant Roads up to WBM and Drains including Culverts, road crossings, etc.
  10. Drainage network (storm water drains, oils/effluent & sewage water)
- 2.3 Civil and Architectural Works of following Major Buildings/Structures covered under this scope of work but not limited to it:**
1. Integrated Boiler - Bunker Foundation and its auxiliaries.
  2. Mill Foundation
  3. ESP Foundation
  4. ID Duct Foundation

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – II: Scope of Work and Technical Specifications

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5. Fans Foundation
6. MRS Foundation
7. FGD RCPH & OB Foundation
8. Absorber Foundation
9. FGD Duct Foundation
10. ESP and FGD Control Room
11. Bottom Ash Hopper and other related civil works within Boiler Area
12. CEP VFD Room
13. Pipe & Cable Rack
14. Process Water Tank Foundation
15. VGTU in boiler area
16. FAE tower
17. Compressor House
18. Bunker MCC
19. Fire Water Booster Pump House
20. TPs & Trussles foundations up to GL with in the area of SG
21. Roads up to WBM/WMM & drains in respective areas.
22. Lift Pit Foundation
23. Any misc. foundations near SG area

### **2.4 Civil, Structural and Architectural works related to following services:**

1. Storm Water drain system under this contract scope of work
2. Crane movement road, main road approach roads, drains culverts
3. ERC/IRC
4. Sanitary and plumbing system in the buildings (for the buildings within the scope of this contract only)
5. RCC Electrical/Instrumentation cable trenches and pipe trenches
6. Pipe way Bridges
7. Pipe way Sleepers
8. Crossings (Culverts, bridges, sleeves as per applicable) of underground services below approach road for all services in the corridor including drains, fire water lines, cooling water lines, waste sewers.
9. Hard stand required for erection of heavy equipment.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – II: Scope of Work and Technical Specifications

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10. Strengthening of existing roads for crane movement if required.
11. All approach roads from existing main roads as per detailed engineering requirement for maintenance and operation.
12. Maintenance and erection approach roads/ by strengthening of roads.
13. Any temporary activities required to complete the work.
14. Structural platforms, monorail beams, walkways, crossovers, handrails etc for miscellaneous equipment, piping etc.
15. Micro grading & disposal of surplus and unserviceable material beyond project complex's compound wall. Contractor to assess the lead by physically visiting the Plant site.
16. The sub-grade for roads & pavements and soil improvement/ preparation below foundation level of drains, culverts, pipe way bridges, manholes, etc. shall be carried out as per Geo- Technical recommendation.
17. Ground earthing works
18. Excavation for rock (Soft/Hard) may require blasting which require approval of statutory authority of local bodies. Supervision by authorized person shall be ensured as required.

**2.5** Collection of materials from BHEL/client's stores/storage yard; transportation to site, erection, testing & commissioning, trial operation and handing over of piping, including valves, fittings, supports etc. & wrapping & coating as per standards, final painting (including supply of paint, ~~wrapping & coating~~). Laying of pipes and associated Civil Works and other ancillary works associated with the completion of reservoir as per directions of the Engineer.

- a. ERW G.I. Pipe as Per IS:1239 Heavy Class (Pipe Size-250NB/200 NB/150 NB/ 100 NB/ 80 NB)
- b. ERW, MS black pipe as Per IS:1239 Heavy Class (Pipe Size-250NB/200 NB/150 NB/ 100 NB/ 80 NB)

Application of ~~wrapping & coating~~, final painting including supply portion is the scope of vendors. Accepted rate is inclusive of supply and application of Final painting, wrapping & coating with 4mm tape as per IS standards.

Note:

1. The weights given above are tentative. It may change after detailed engineering is done. Rate quoted by the Contractor shall not change due to variation in weight.
2. Rate Schedule Identified for Piping is Indicative only and based on envisaged material specification. Payment shall be made on the basis of material specification of actual material received and erected at site.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – II: Scope of Work and Technical Specifications

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3. BHEL's decision with regard to classification of a particular rate category shall be final & binding on the Contractor.
4. Electrical & C&I items of handling system is excluded from the scope of work.
5. Weight of valves, fittings, supports etc. are including in weight of piping (for all C.S.) of respective scheme / systems of piping. The site welding of site weld joints and NDT/pre-post heat treatment requirements Non-IBR, CS, piping's/system shall be as per BHEL drawings/documents and site requirement.
6. There will be no payment for consumables like welding electrode /filler wire, gases etc
7. In case of Piping category, payment rates will be derived on actual type of material received/used at site.

### 2.6 General Scope:

1. Furnishing all labour, materials, supervision, construction plans, equipment, supplies, transport, to and fro the site, fuel, electricity, compressed air, water, transit and storage insurance and all other incidental items and temporary works not shown on specified but reasonably implied or necessary for the proper completion, maintenance and handling over the works, except in accordance with the stipulations laid down in the contract documents and additional stipulations as may be provide by the engineer during the course of works.
2. Furnishing samples of all materials required by the engineers for testing/inspection and approval for use in the works. The samples may be retained by the engineer for final incorporation in the works.
3. Furnishing test reports for the products used or intended to be used, if called for the specifications or if so desired by the engineer.
4. Giving all notices, paying all fees, taxes etc., in accordance with the general conditions of contract, that is required for all works including temporary works.
5. Arranging manufacturer's supervision for items of work done as per manufacturer's specifications when so specified.
6. Carrying out topographic survey of the entire and establish levels and coordinates at suitable intervals from existing grid levels and coordinates furnished by the owner established bench marks, setting out the locations and levels of proposed structures, constructions and marking of reference pillars and other identification works etc., The contractor shall provide the owner/BHEL such a assistance, instruments, machines, labour and materials as are normally required for examining, measuring and testing any work and the quality, weight or quantity of any material used.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

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7. Providing all incidental items not shown or specified but reasonably implied or necessary for the successful completion of the work in accordance with contract.
8. Arranging for joint checking (with BHEL / BHEL's Customer / Consultant) of all site construction activities Preparation of joint protocols for each & every activity and maintaining quality records for audit / inspection as per approved FQP by BHEL.
9. Contractor shall set up suitable storage facilities for Cement, sand, deck plate, bolts, aggregate, reinforcement steel, structural steel, handrail, grating, foundation bolts, shuttering item, inserts, water proofing material, admixture other BOI's etc. and all are stored properly as per IS recommendation/technical specifications/ manufacturer recommendation. Wastage due to lapse of storing will be because of contractor.
10. The drawings enclosed with this tender are intended to give the tenderer a general idea of the type and extent of work involved. The drawings are as such only indicative and not to be considered as the exact construction drawings.  
**Further this is to be noted that the drawings and the documents furnished along with this specification are the sole property of BHEL. It must not be used directly or indirectly in any way detrimental to the interest of the company.**
11. **BHEL at its discretion may include other area works, limited to 15% of awarded contract value, although not be specially mentioned in above scope of works. All such incidental works not specified but reasonably implied and necessary for completion of the project as a whole, contractor shall execute the works as desired and as directed by BHEL engineer which is binding on the contractor. The item rates & contract conditions shall remain unchanged for such works.**
12. **Contractor shall be bound to provide Ready Mix Concrete (RMC) of different grade at their Batching Plant as per direction of BHEL Engineer as per mutually agreed rate for which justifications need to submit to BHEL.**
13. The detail scope of work covered above is not a comprehensive list of items of work involved. The detail scope of work may vary considerably depending on the actual construction requirements as per RFC Drawings.
14. **Setting Up of Laboratory Works:** The contractor shall set up laboratory in the very close vicinity of the work site as required field QA & QC laboratory set up and as the directions of engineer-in-charge. The laboratory shall be equipped with latest testing equipment in sufficient number to carry out all the tests as required under a contract. The contractor should ensure that the equipment is available well in advance of starting of the work to avoid stoppage of work on this account. All the tests shall be carried out by the contractor in the presence of the Engineer's representative and a joint record of all observations and results

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thereof shall be maintained, and available with the Engineer. **Bidder can tie up with approved third party Lab for testing.**

15. In certain cases, Crushed Stone Sand/M-Sand may be added to Natural sand in order to achieve the required grading with prior approval of the Customer/Consultant and subsequent design mix report from reputed institute like IITs/NITs/Any Other Government Institutes. Crushed Stone Sand/M-sand alone may be used only with the prior approval of the BHEL Engineer/Customer/Consultant for filling and Concreting works.
16. The bidder shall quote his price considering only River Sand usage. If crushed stone sand/M-sand (arranged by contractor) is used in place of river sand, suitable rebate (rate shall be mutually decided based on market rate with applicable BHEL overhead) of M-Sand consumed shall be applicable for all items/ works where M-Sand is used in place of River sand.

In case, BHEL at its discretion and subject to availability, may issue the crushed stone sand/M-sand free of cost for usage in place of river sand, suitable rebate (rate shall be mutually decided based on market rate with applicable BHEL overhead) of crushed stone sand/M-Sand consumed shall be applicable for all items/ works where M-Sand is used in place of River sand.

Measurement for the rebate shall be calculated based on quantity of M-Sand consumed in the particular item, not on the quantity of the particular item.

17. **Labour and Staff Colony:** The following are in the Bidder's scope of work for labour & staff colony:
  - Development of Bidders temporary staff colony and labour colony having adequate no. of rest rooms along with toilets & fencing etc. (**enclosing drawing for ready reference**).
  - All Civil and Structural work associated with drinking and service water for Bidder's labour and other personnel at the work site/colony/offices including pump houses, pipes, overhead tank, tube wells etc.
  - Providing and maintaining facilities for safety, welfare, drinking water and sanitation, hygiene, biennial health check-up etc. for construction workers at their workplaces as well as at labour & staff colonies.
  - The facilities for occupational safety, healthy environment, first aid, drinking water, resting place & toilets, canteen, crèche, etc. shall be provided at the workplace for construction workers by the contractor.
  - Development and maintenance of above facilities for construction workers hired by the Contractor shall solely rest with the Contractor.

### 2.7 Preamble for the schedule of quantities / BOQ:

1. Details of the items in this Schedule shall be read in conjunction with the Corresponding BHEL's Customer/Consultant specifications, drawings and other



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documents and shall have precedence over any contrary statement mentioned anywhere in this document.

2. The work shall be carried out as per construction drawings, specifications, the description of the items in this schedule and/or Engineer's instructions, Drawings enclosed with these documents are only indicative giving some idea of the type of work involved. The layout, sizes and details of the building, structures and foundations shown in tender drawings may vary at a large extent during actual construction. Final drawings will be issued progressively during the execution of the work.
3. Items of work provided in this schedule but not covered in the specifications shall be executed strictly as per instructions of the Engineer.
4. Unless specifically mentioned otherwise in the contract, the bidder shall quote his rates for the finished items and shall provide for the complete cost towards fuel, tools, tackle, equipment, constructional plant, temporary works, labour materials, levies, taxes, transport, layout, repairs, rectification, maintenance till handing over, supervision, shops, establishments, services, temporary roads, revenue expenses, contingencies, overheads, profits and all incidental items not specifically mentioned but reasonably implied and necessary to complete the works according to the contract.
5. The rate quoted shall be inclusive of cleaning the site of any vegetation, dressing and levelling etc., required for commencement of site activities. The rates shall also be inclusive of final micro grading before handing over. No separate payment will be made towards the same.
6. The rate shall also be inclusive of carrying out topographical survey of site to establish levels and coordinates at suitable intervals, form existing grid levels and coordinates furnished by the owner, establish bench marks, setting out the location and levels of the proposed structures, constructions and making references, pillars and other identification marks etc. No separate payment will be made towards the same.
7. The quantities of the various items mentioned in the schedule are approximate and may vary up to any extent or be deleted altogether. The overall variation in contract value on execution shall be dealt as per GCC. Contractor has to obtain prior approval of BHEL / NTPC before procurement of bought out items/ building materials.
8. Engineer's decision shall be final and binding on the contractors regarding clarification of items in this schedule with respect to the other section of the contract.
9. In case of any discrepancy between item description, relevant drawing and/or specification. Clarification shall be sought at tender stage itself. Otherwise it shall be assumed that the bidder has quoted for the more stringent requirement.

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### 2.8 Hierarchy:

In case of any conflict/deviations amongst various documents, the order of precedence shall be as follows

1. Statutory Regulations
2. BOQ Items in Schedule of quantities
3. Technical specification (NTPC Talcher)/ Technical specifications (Section-C)
4. IS standards
5. BHEL's standard specification (Section D).

### 2.9 Construction Power (Provided by BHEL free of cost for Construction purpose only):

1. Construction power (three phase, 415 V/ 440 V) will be provided free of cost at one point near the site at a distance of approx. 500M. Further distribution shall be arranged by the contractor at his own cost and services. Contractor shall be responsible for fulfilment of all requirements including statutory requirements in this regard. Contractor shall deploy and install required energy meter, cables, fuses, distribution boards, switchboards, bus bars, earthing arrangements, protection devices 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. Contractor shall make necessary arrangements for onward distribution of 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.
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.
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.



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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.
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.
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.**
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.
9. Contractor to arrange energy meter for office.

### **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.

Contractor to arrange calibrated energy meter (tamper proof, suitably housed in a weather proof box with lock & key arrangement) **for office** and this construction power at office is chargeable as per applicable tariff rates.

### **2.10 Construction water (Free of cost):**

Construction water will be provided free of cost at one point near the plant boundary. Bidder has to make arrangement of further distribution of water at his own cost. No extra payment shall be made under this account. The agency

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should also construct a sump of suitable size for storage of construction water as per their site requirement for use in construction purposes.

However, drawal of construction/potable water from bore-well shall be permitted if found suitable. Any statutory clearance required shall be obtained by the contractor.

### 2.11 Field Quality Assurance:

The contractor shall be responsible for day-to-day quality checks of concrete and other building materials during the progress of work. All quality records and log sheets shall be maintained as per the requirement of BHEL/BHEL'S customer and as per field quality plan approved by **BHEL/ BHEL'S customer**.

### 2.12 Handling of Materials issued by BHEL free of cost:

1. Materials shall be issued by BHEL based on the weighment basis/linear measurements & sectional weight. However, on specific request of the contractor **“as a special case to expedite the job”** the consignment received at BHEL stores can directly be diverted to the work site following issuance procedure of BHEL. Such direct issues shall be as per the Challan/dispatch document/LR received with the consignment. In such cases, Contractor shall do unloading of materials from trucks/lorry at their own cost.
2. All materials issued by BHEL shall be stacked, stored above ground level by use of concrete or wooden sleepers. No materials shall remain on ground at any time. All concrete or wooden sleepers required for stacking the materials shall be arranged by contractor (successful bidder of this package) at his own cost within the quoted rates. All other equipment like winches, D-Shackles, slings of various sizes, max puller, pulley blocks, jacks, trucks, trailers etc. required for such handling of steel from BHEL stores/storage yard etc. shall be arranged by contractor within quoted/accepted rates.
3. The contractor shall take delivery of the materials from the designated place of BHEL's Store at his own cost and store the same at his stores as per standard norms. Open land for such purposes shall be provided by BHEL on free of cost basis. Temporary barbed wire fencing of the open storage yard is to be done by the contractor and is included under the scope of his work. Contractor shall also remove grass, bushes, trees etc. wherever required off the land provided to him and shall make proper continuous up keeping of the open yard /land by removing grass, bushes trees etc. and same is included under the scope of his work & No extra payment shall be made to the contractor in this regard. The bidder shall make complete arrangement of necessary security personnel to safeguard all such materials in his custody. Materials issued will be used only for construction of permanent works. The contractor shall take care of material issued by BHEL and shall protect the same from theft, damage and weathering. Excessive rusting of steel in custody of agency/contractor must be avoided. In case, due to any cause attributable to the contractor, such rusting of steel occurs

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rendering the same unusable, then such quantity of steel shall be recovered from the interim payment at the penal rate specified in the tender.

### 2.13 Cement (Issued by BHEL free of Cost):

1. Cement as received from the manufacturer/ stockiest will be issued free of cost to the contractor. Cement shall be issued normally through bulkers and emptied in cement silos of batching plant. Necessary assistance shall be provided by contractor.
2. Contractor to note that batching plant of capacity 30 Cum per Hour being established at site shall have minimum two cement silos of 100 MT capacities each respectively. The number of silos shall be increased based on the site requirement.
3. On advance request of the contractor, the cement shall be supplied in 50kg tamper proof sealed Bags for other than RCC works like masonry, flooring works etc.
4. The contractor shall submit to the engineer, a statement indicating estimated quantity of cement required during a quarter, at least two months in advance of the quarter. In addition, the contractor shall also furnish the estimated requirement of cement during a month by the third week of the previous month indicating his requirement.
5. The theoretical weight of each bag of cement for issued purposes will be considered as 50kg, the contractor shall be accountable for the cement issued to the contractor on this notional weight only. No claim whatsoever will be entertained because of difference between theoretical and actual weight of the bags of cement.
6. The empty cement bags duly accounted for against issue shall be the contractor's property and the same shall be disposed as per statutory regulation prevailing in the project.
7. The contractor shall satisfy himself of the quality and quantity of supplied cement at the time of taking delivery from BHEL stores. No claims whatsoever will be entertained by BHEL because of quality or quantity after the materials are taken by the contractor from BHEL stores.
8. Contractor will be responsible for unloading the cement as soon as the arrival of cement in the weather proof cement storage sheds having dense impervious bituminous or concrete floors which shall be kept swept clean at all times. The storage arrangements shall be fully completed and approved by the owner before any cement is delivered to site. The construction of cement storage sheds as per the requirement of BHEL, unloading of cement bags, stacking properly in the storage sheds, removal of the sheds after the completion of the work are in the scope of bidder. Though the cement is unloaded directly at the contractor storage shed, it will be deemed to be considered that the cement was issued

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from BHEL stores. Necessary documents are to be submitted by the contractor to the BHEL stores for having received cement.

9. Contractor will be responsible for sampling and testing of cement as per Indian Standard / Specification / approved quality plan in the testing laboratory established by the contractor.
10. One month shall be limit for the maximum quantity of BHEL issued cement that would be with the contractor at any point of time when work is in progress (excluding what has already been incorporated in the works).
11. “BHEL/BHEL’s agency for providing RMC” shall carry out design mix as per IS 456/10262 latest revision and specification, using the OPC and/or OPC with Fly Ash and/or PPC (as the case may be) and get the design mix proportions approved by BHEL’s Customer/Consultant. The design mix proportion shall be used for concreting at this project.
12. Before commencement of work, Contractor has to satisfy/ensure the above design mix proportion through conducting trial mix. Contractor shall not be absolved from the responsibility of quality of concrete works as per relevant specification, standard and to ensure satisfactory performance as per terms and conditions of contract. Any issue raised regarding design mix after successful completion of trial mix shall not be entertained and contractor shall not be entitled for any cost or damages.

### **2.14 Bottom Ash / Fly Ash shall be obtained from TSTPP Kaniha at nominal charge of Rs. 1 per MT and its transportation from TSTPP Kaniha to NTPC Talcher project site shall be in the scope of contractor.**

1. Contractor shall have to establish one additional silo of 100 MT capacities for Fly Ash and storage facility of bottom ash along with batching plant. The number of silos shall be increased based on the site requirement.

### **2.15 The following specifications of PCE-type high performance superplasticizer shall be used for concrete works as per BOQ item.**

1. High performance superplasticizer PCE-based water reducing admixture of Type-G as per ASTM C-494 of approved make FOSROC/SIKA/BASF or Equivalent having minimum water reduction capability of 30%.
2. The performance compliance of the Super-plasticizer should be ensured based on the following test.
  - a) Marsh cone test for optimum dosage of admixture with specific brand of cement.
  - b) Slump retention test of concrete.
  - c) Water reduction capability test by doing trial mix.
  - d) Rheological properties of fresh concrete on trial mix.

### **2.16 Steel (Issued by BHEL free of Cost):**

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1. The structural and reinforcement steel shall be issued to the contractor on weighment basis. **Embedment/Inserts, Earthing Rod/Round Bar, MS/GI Flats, etc. as applicable based on BOQ description shall also be issued to the contractor on weighment basis.**
2. All the steel (as applicable) issued by BHEL shall be properly accounted for. The total quantity of steel required for the work will be calculated from the approved Bar Bending schedule, approved laps, chairs and lugs etc. The measurement for payment as well as for accounting shall be based on the sectional weights as indicated in the following IS/BS/EN specifications.
3. The steel issued to the contractor shall be mainly in standard length and sections as received from the supplier. However, the contractor shall be bound to accept the steel in length and section as available in the project stores, no claims for extra payment because of issue of non-standard length will be entertained.
4. The contractor shall satisfy himself of the quality and quantity of the materials at the time of taking delivery from BHEL stores. No claims whatsoever will be entertained by BHEL because of quality or quantity after the materials are taken by the contractor from BHEL stores.
5. The contractor shall submit to BHEL, a statement indicating estimated quantity of steel required during a quarter. In addition, the contractor shall also furnish the estimated requirement of steel during a month by the third week of the previous month indicating his requirement.
6. One month shall be limit for the maximum quantity of BHEL issue materials that would be with the contractor at any point of time when work is in progress (excluding what has already been incorporated in the works).
7. The contractor must note that steel required for the contractor's enabling job like store/ site office/batching plant/temporary works etc. shall be arranged by the contractor at his own cost.

### 2.17 Return of Materials issued by BHEL free of cost:

1. **Return of Cement:** Sealed cement bags remaining unused and in perfectly good condition at the time of completion or termination of the contract shall be returned promptly, (within 15 days from assessment) if BHEL/ engineer is satisfied of the physical condition of the cement. Return of such cement to the project stores / place as identified within the project area by engineer/ BHEL will not be entitled to handling and incidental charges. Surplus sealed and good conditioned cement bags will be taken back on weighment basis.

Cement that has been unloaded in silo will not be taken back by BHEL. Sweep cement will not be taken back by BHEL.

2. **Return of Steel including Scrap:** All surplus steel and all wastage materials will be taken back on weighment basis. Surplus, unused and untampered steel shall be sorted section-wise and returned separately at a place directed by



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BHEL/Engineer within the project area. All wastage/ scrap (including melting scrap, wastage, and unusable scrap) shall be promptly returned to the stores and a receipt obtained for material accounting purposes. Return of such material will not be entitled to any transportation and incidental charge.

### 2.18 Scrap and Serviceable Materials:

1. All Structural steel (Rolled Section, MS/ GI Flats and MS Rails) of length above 2 metre except MS/SS Plates shall be considered as serviceable materials provided the materials is in good and acceptable condition. Structural steel in length less than 2 metre shall be treated as scrap.
2. MS/SS Plates having both sides greater than 1 metre or if any side is less than 1 metre but greater than 0.5 metre and the total area is equal or greater than 2 Sqm shall be considered as serviceable.
3. All reinforcement steel and earthing rod/round bar measuring 3 metre and above in length shall be treated as serviceable material provided they are in good acceptable condition otherwise shall be treated as scrap.

### 2.19 Consumption and wastage of materials issued by BHEL free of cost:

#### 1. Cement Consumption:

The theoretical consumption of cement shall be based on the following:

- (a) For design mix concrete as per approved design mix.
- (b) For nominal mix concrete work, as per minimum cement as specified or as approved by engineer-in-charge.
- (c) For item of works, where volume mix is permitted in writing by the BHEL, for masonry works, plaster other miscellaneous items, the cement consumption shall be governed by the "Statement of cement consumption" attached to the Delhi Schedule of Rates CPWD DSR Latest Revision unless otherwise specified in the specifications or the drawing of contract or mutually agreed by engineer-in-charge and the contractor.
- (d) Actual consumption = Issue – Surplus/ unused quantity of cement returned in good condition by the contractor to store.

#### 2. Cement Wastage:

- (a) **Allowable wastage:** One and half percent (+1.5%) of theoretical consumption of cement unless specified otherwise in the technical specification.
- (b) For cement issued by BHEL to the contractor free of cost, and which is not accounted for by the contractor to BHEL, then recovery for such material shall be affected at penal rates.

Sl. No.	Cement consumption	Basis of issue & penal recovery
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1	Theoretical consumption (without considering any wastage or loss).	Free
2	Actual consumption being Limited to one and half percent (+1.5%) of aforesaid theoretical consumption towards allowable wastage.	Free
3	Actual consumption beyond one and half percent (+1.5%) of Sl. No. (1) above.	Penal rate

### 3. Steel Consumption:

The theoretical consumption of various sections of structure steel and/or diameter of reinforcement steel shall be based on approved construction drawing and bar bending schedule. Weight shall be calculated considering the sectional weights as per Indian standards. No extra cost shall be payable to the contractor for any deviation in weights for the different procedures adopted for issue and calculation of the theoretical consumption including rolling tolerances.

- Actual consumption = Issue – Surplus.
- Surplus = Un-tampered, unused quantity of steel returned by the contractor including serviceable material to BHEL store along-with relevant documents.
- Wastage = Actual consumption – Theoretical consumption.

### 4. Steel Wastage:

- (a) **Allowable Wastage of Reinforcement steel and Earthing Rod/Round Bar:** Three percent (+3%) of the theoretical consumption shall be considered as allowable wastage. Invisible wastage (Maximum limit to 0.5%), if any, shall be considered to be included in the specified 3% allowable wastage.
- (b) **Allowable Wastage of Structural Steel (Rolled Section, MS/SS Plates and MS/GI Flats):** Four percent (+4%) of the theoretical consumption shall be considered as allowable wastage. Invisible wastage (Maximum limit to 0.5%), if any, shall be considered to be included in the specified 4% allowable wastage.
- (c) For steel issued by BHEL to the contractor free of cost, and which is not accounted for by the contractor to BHEL, then recovery for such material shall be affected at penal rates.

Sl. no.	Steel	Basis of issue & penal recovery
1	Theoretical consumption (without considering wastage and scrap or loss)	Free

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2	Wastage limited to plus Three percent (+3%) for reinforcement steel of aforesaid theoretical consumption (1) towards allowable wastage.	Free
3	Wastage beyond Three percent (+3%) for reinforcement steel of the theoretical consumption as per Sl. No. (1) above.	Penal rate

### 2.20 Reconciliation of materials issued by BHEL free of cost:

1. The contractor shall submit a reconciliation statement of cement and reinforcement steel issued to the contractor with each RA Bill.
2. At the time of submission of bills, the contractor shall properly account for the material issued to him as specified herein to the satisfaction of BHEL certifying that the balance material is available in the contractor custody at site.
3. At the time of submission of bills, if it is noticed by BHEL that the wastage is high and calls recovery at the penal rate then, BHEL will proceed for recovery for the excess wastage as per penal recovery rates as specified.
4. The reference drawings for actual material consumption to be used for the purpose of reconciliation shall be drawings prepared by the BHEL and drawings approved by BHEL for fabrication works and such other drawings approved by BHEL. This shall also include the bar bending schedule prepared by the contractor and approved by BHEL.

### 2.21 General Notes:

1. BHEL reserves the right to recover from the contractor any loss arising out of damage/ theft or any other causes or during verification/stacking or at any time under the custody of the contractor.
2. The contractor shall in no case be entitled for any compensation on account of any delay in supply or non-supply thereof for all or any such materials. However, in case of non-availability of any specific section(s) which delays the completion of work, such cases shall be recorded separately in monthly planning format (F14) and shall be considered for time extension of contract.
3. Contractor will have to make his own arrangement at his own cost for procurement of any other materials except as mentioned above, as required for the works and of such quality as acceptable to BHEL.
4. The contractor shall maintain proper store account for all the BHEL issued materials and shall give Three (03) copies of monthly-computerized reconciliation statement of such account showing total receipt, consumption and balance at site to the BHEL. BHEL Engineer's certification for the reconciliation of steel shall be final. The detailed reconciliation (diameter/section wise or as required) shall be done at least once in three months (03) or before submission of final bill which comes earlier.



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- Contractor shall also carryout in complete association with BHEL, the material management functions and execution like day-to-day update of materials, issued to contractor, accounting for surplus/scrap material returned etc. These functions shall also be carried out through computerized system utilizing suitable software. Contractor shall engage experienced software personnel to associate on dedicated basis for efficient discharge of the same in time.
- The contractor shall solely be responsible for the safety & security of material after it is handed over and issued to contractor by the BHEL.
- BHEL issued materials, shall not be under any circumstances whatsoever, and shall be taken out of the project site unless otherwise permitted by BHEL for outside job.
- In case of non-finalization of delay analysis, BHEL at its discretion may provide provisional time extension with withholding 10% of running bills.

### 2.22 Recovery of Materials (Penal Rates):

If wastage exceeds the specified limit, the recovery of excess wastage shall be made from monthly RA Bills as per following penal rates (excluding GST):

Sl. No.	Materials	Penal rate (Rs)
1	Cement	6,500/- per MT
2	Reinforcement Steel / Earthing Rod	65,000/- per MT
3	Structural Steel (Rolled Section, MS Plates, MS/GI Flats, etc.)	75,000/- per MT

### 2.23 Procurement and Testing of Materials by Contractor:

Material required for the entire job (other than issued by BHEL as explained above) like sand, aggregates, windows, doors, ventilators, rolling shutter, sanitary fixtures, painting & finishing material, electrical fittings and wiring material and all other material required for the completion of entire scope, have to be arranged by the contractor, except those specifically indicated as BHEL scope of supply. BHEL reserves the right to reject any material not found satisfactory. Rate quoted shall be inclusive of all such contingencies and no additional payment shall be made on this account. For this purpose, sample shall be collected at site in presence of **BHEL/NTPC** representative.

### 2.24 GENERAL REQUIREMENTS – COMMON TO ALL ERECTION WORK:

- The intent of specification is to provide services according to the most modern and proven techniques and codes. The omission of specific reference to any method, equipment or material necessary for proper and efficient execution of this work shall not relieve the Contractor of the responsibility of providing such facilities to complete the work without any extra compensation.

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2. The terminal points decided by BHEL shall be final and binding on the Contractor for deciding the scope of work and effecting payment for the work done.
3. The work shall be executed under the usual conditions affecting major power plant construction and in conjunction with numerous other operations at site. The Contractor and his personnel shall cooperate with personnel of BHEL, BHEL'S Customer, Customer's consultants and other Contractors, coordinating his work with others and proceed in a manner that shall not delay or hinder the progress of work of the project as a whole.
4. The work covered under this specification is of highly sophisticated nature, requiring the best quality workmanship, supervision, engineering and construction management. The Contractor should ensure proper planning and successful & timely completion of the work to meet the overall project schedule. The Contractor must deploy adequate quantity of tools & plants, modern / latest construction aids etc. He must also deploy adequate trained, qualified and experienced supervisory staff and skilled personnel.
5. Contractor shall erect and commission all the equipment and auxiliaries as per the sequence & methodology prescribed by BHEL depending upon the technical requirements. Availability of materials and fronts will decide this. BHEL Engineer's decision regarding correctness of the work and method of working shall be final and binding on the Contractor. No claims for extra payment from the Contractor will be entertained on the ground of deviation from the methods / sequence adopted in erection of similar sets elsewhere.
6. All necessary certificates and licenses, permits & clearances required to carry out this work from the respective statutory/ local authorities are to be arranged by the Contractor at his cost in time to ensure smooth progress of work.
7. The boiler shall be erected as per relevant provisions of latest Indian Boiler Regulations (IBR) and amendments/addendums thereof, if any.
8. The work shall conform to dimensions and tolerances specified in the various drawings / documents that will be provided during various stages of erection. If any portion of work is found to be defective in workmanship, not conforming to drawings or other stipulations due to Contractor's fault, the Contractor shall dismantle and re-do the work duly replacing the defective materials at his cost, failing which the work will be got done by BHEL and recoveries will be effected from the Contractor's bills towards expenditure incurred including cost of materials and departmental overheads of BHEL.
9. The Contractor shall perform any services, tests etc., which may not be specified but nevertheless, required for the completion of work within quoted rates.
10. All necessary certificates and licenses required for carrying out this work are to be arranged by the Contractor expeditiously.

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11. The Contractor shall execute the work in the most substantial and workman like manner. The stores shall be handled with care and diligence.
12. BHEL reserves right to recover from the Contractor any loss which arises out of undue delay / discrepancy / shortage / damage or any other causes due to Contractor's lapse during any stage of work. Any loss to BHEL due to Contractor's lapse shall have to be made good by the Contractor.
13. All cranes, transport equipment, handling equipment, tools, tackles, fixtures, equipment, manpower, supervisors/engineers, consumables etc. except otherwise specified as BHEL scope of free issue, required for this scope of work shall be provided by the Contractor. All expenditure including taxes and incidentals in this connection will have to be borne by Contractor unless otherwise specified in the relevant clauses. The Contractor's quoted rates should be inclusive of all such contingencies.
14. During the course of erection, testing and commissioning certain rework / modification / rectification / repair / fabrication etc. may become necessary on account of feedback / revision of drawing etc. This will also include modifications / re-works suggested by BHEL / customer / other inspection group. Contractor shall carry out such rework / modification / rectification / fabrication / repair etc. promptly and expeditiously. Daily log sheets signed by BHEL engineer and indicating the details of work carried out, man-hours etc. shall be maintained by the Contractor for such reworks. Claim of Contractor if any, for such works will be governed by relevant clauses of 'General Conditions of Contract'.
15. All works such as cleaning, leveling, aligning, trial assembly, dismantling of certain equipment / components for checking and cleaning, surface preparation, fabrication of structures, tubes and pipes as per general engineering practice and as per BHEL Engineer's instructions at site, cutting, gouging, weld depositing, grinding, straightening, chamfering, filing, chipping, drilling, reaming, scrapping, lapping, fitting up etc. as may be applicable in such erection works and which are treated incidental to the erection works and necessary to complete the work satisfactorily, shall be carried out by the Contractor as part of the work within the quoted rates.
16. The Contractor shall make all fixtures, temporary supports, steel structures required for jigs & fixtures, anchors for load and guide pulleys required for the work. Contractor shall arrange necessary steel for such usage. Only the steel for making temporary structure for drum lifting will be provided by BHEL in random sizes materials available at site.
17. The Contractor shall take delivery of the components, equipments, chemicals, and lubricants etc. from the BHEL stores/ storage area after getting the approval of BHEL Engineer on standard indent forms of BHEL. Complete and detailed account of the materials and equipment after usage shall be submitted to the BHEL and reconciled periodically.

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18. The distance between storage area and erection site is approx. 3 to 5 KM. Contractor shall plan and transport equipment, components from storage to erection site and erect them in such a manner and sequence that material accumulation at site does not lead to congestion at site of work. Materials shall be stacked neatly, preserved and stored in the Contractor's shed and at work areas in an orderly manner. In case it is necessary to shift and re-stack the materials kept at work areas/ site to enable other agencies to carry out their work or for any other reason, same shall be done by Contractor most expeditiously as incidental to work.
19. Plant materials should not be used for any temporary supports / scaffolding/ preparing pre-assembly bed etc.
20. The details of equipment to be erected under this contract are generally as per the schedule given in relevant appendices. These details are approximate and meant only to give a general idea to the tenderer about the magnitude of the work involved. Actual quantum and type of equipment will be based on the relevant erection documents which will be furnished to the Contractor in due course of erection and the weight and quantity as per the relevant engineering documents will only be admissible for the billing purpose.
21. Hangers & suspensions, supports etc. for tubes, piping, & ducts etc. will be supplied in running / random lengths / sizes which shall be cut to suitable sizes and adjusted as required.
22. Spring suspension / constant load hangers may have to be pre-assembled for required load and erection carried out as per instructions of BHEL. Adjustments, removal of temporary arrests/locks, cutting of excess thread length of hanger tie-rod etc. have to be carried out as and when required. Load setting of spring hangers, as per BHEL's documents/instructions, during various stages of erection & testing and after floating of piping/ducting during cold and hot condition will have to be done as part of work. This exercise may have to be repeated till satisfactory results are achieved.
23. Layout of field routed/ small bore piping shall be done as per site requirement. Necessary sketch for routing these lines should be got approved from BHEL by the Contractor. There is a possibility of slight change in routing the above pipe lines even after completion of erection.
24. Welding of necessary instrumentation tapping points, thermos-well, thermocouple pad, metal temp pad and clamps, root valve, condensing vessel, flow metering & measurement devices, and control valves to be provided on boiler & its auxiliaries and piping are covered within the scope of this specification. The installation of all the above items will be Contractor's responsibility even if:
  - a) Items are not specifically indicated under the respective product groups as given in the technical specifications.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – II: Scope of Work and Technical Specifications

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- b) Items are supplied by an agency other than BHEL.
25. Pre-heating, NDE, and Post weld heat treatment for above shall be done as per the specifications as part of work.
  26. Certain instrumentation like pressure switches, air sets, filters, regulators, pressure gauges, junction boxes, power cylinders, dial thermometers, flow meters, valve actuators, flow indicators, centrifugal/speed switches of motors, accumulators etc. are received in assembled condition as integral part of equipment. Contractor shall dismount such instruments for calibration and hand over the same to BHEL. C & I erection agency will do storage / re-erection calibration etc.
  27. Fixing and seal welding of thermos-wells & plugs before Hydro test/ steam blowing of equipment or other piping system is within the scope of work. Contractor shall also remove the seal welded plugs by process of grinding and fix and seal weld thermo wells after hydro test/steam blowing of lines as part of work.
  28. Actuators/drives of valves, dampers, gates, powered vanes etc. may have to be serviced, lubricated, before erection, during pre-commissioning & commissioning, including carrying out minor adjustments required as incidental to the work.
  29. All electrical motors have to be tested for IR & PI values prior to the trial run. Where required, dry out may have to be carried out by using external heating source. Contractor shall make all arrangements in this regard and complete the work as instructed. BHEL will provide the motorized insulation testers.
  30. In installation of various equipments it may become necessary to install these on temporary supports/ hanger due to various reasons including non-availability of suspension materials. Contractor shall install such temporary suspensions/hangers and later on shift the relevant equipments to their respective permanent hangers/ suspensions/ supports as incidental to work. Requisite materials for such temporary arrangements will be provided by BHEL on free -returnable basis which shall be returned to BHEL after the use.
  31. The work shall be carried out strictly in accordance to the “Field Quality Plan” approved by BHEL/client. Contractor, jointly with BHEL, shall prepare all necessary records of measurements/readings/ protocols etc.
  32. All works such as cleaning, leveling, aligning, trial assembly, dismantling of certain equipments / components for checking and cleaning, surface preparation, fabrication of sheets, tubes and pipes as per the general engineering practice and as per BHEL engineers instructions at site, cutting, weld disposing, grinding, straightening, chamfering, filing, chipping, drilling, reaming, scraping, lapping, fitting up etc. as may be applicable in such erection works and which are treated incidental to the erection work and necessary to



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complete the work satisfactorily shall be carried out by the Contractor as part of the work.

33. Interconnection/ hookup, if any, with the existing system shall form part of work. Such interconnections, hookups may require shut down of running plant and the relevant work have to be completed within such planned shutdowns. This may call for working with enhanced resources and on extended hours. Contractor's offer shall cover all such contingencies.
34. Contractor shall regulate flow of material to and from site in such a manner and sequence that material accumulation at site does not lead to congestion at site. In case it is necessary to shift and restack the materials kept at work areas / site to enable other agencies to carry out their work or further any other reason, it shall be done by the Contractor most expeditiously. No claim for extra payment for such work will be entertained.
35. It may so happen that certain components like manhole doors, hanger etc. may be supplied in loose items. They need to be assembled as per relevant drawings or as per advice of BHEL engineer prior to erection. This forms the part of the scope of work.
36. The Contractor shall have total responsibility for all equipment and materials in his custody at Contractor's stores, loose, semi-assembled, assembled or erected by him at site. He shall effectively protect the finished works from action of weather and from damages or defacement and shall also cover the finished parts immediately on completion of work as per BHEL engineer's instructions. The machine surfaces/finished surfaces should be greased and covered.
37. BHEL is operating web based computerized site operation management system (SOMS) that includes, inter-alia, issue of materials, daily progress reporting, Contractor's running monthly billing and material reconciliation through a computerized data management system. Contractor shall install necessary hardware to hook-up with the BHEL's system and use the same for his scope of work.

In the event the computerized SOMS is inoperative for any reasons, the Contractor shall take delivery of materials from the storage area/sheds of BHEL/customer after getting the approval of the engineer/customer on standard indent forms to be specified by BHEL/customer. All these records however shall be updated in the SOMS as and when the SOMS is reactivated/normalized.

38. Gases like argon, oxygen, acetylene etc. that are required for erection related activities shall be arranged by the Contractor at his cost. For T-91 material site weld joints argon as per grade-3 of is 5760: 1998 with oxygen and water vapor restricted to max 6 ppm each and with argon purity level of minimum 99.99% shall be arranged and used by the Contractor. The supply should accompany test

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certificate for the batch indicating individual element 'ppm' level and overall purity level.

39. Nitrogen gas, if required, for preservation of boiler and nitrogen capping during chemical cleaning process, will be provided by BHEL free of charge. Contractor shall arrange necessary connector, nipple, regulator, header and piping for usage of such gas from cylinders.
40. All lubricants and chemicals required for testing, preservation, chemical cleaning / acid cleaning, oil flushing, and the lubricants for trial runs of the equipment and trial operation of the unit will be supplied by BHEL free of charges.

### 2.25 WELDING, RADIOGRAPHY AND OTHER NON-DESTRUCTIVE TESTING, POST WELD HEAT TREATMENT:

#### ➤ WELDING

1. Installation of equipment involves good quality welding, NDE checks, post weld heat treatment etc. Contractor's personnel engaged should have adequate qualification on the above works.
2. The method of welding (viz.) arc, TIG or other method will be indicated in the detailed drawing/documents. BHEL Engineer will have the option of changing the method of welding as per site requirement.
3. Welding of high pressure joints shall be done by IBR certified high pressure welders who have been permitted by CIB of state concerned for deployment at the site of work.
4. Welding of all attachments to pressure parts, piping shall be done only by the qualified and approved welders.
5. Before any welder is engaged on work, he shall be tested and qualified by BHEL/customer, though they may possess the IBR/other certificate. BHEL reserves the right to reject any welder without assigning any reason. All the expenditure in testing/qualification of the Contractor's welder shall be borne by Contractor.
6. Unsatisfactory and continuous poor performance may result in discontinuation of concerned welder.
7. The welded surface shall be cleaned of slag and painted with primer paint to prevent rusting, corrosion. For this consumables like paint /primer etc. will be in the Contractor's scope.
8. HP joint fit-up, should be protected, where required, by use of tapes/protective paint as may be prescribed by BHEL. The Contractor shall arrange consumables like protective paints/tapes etc.
9. The Contractor shall maintain welding records in the form as prescribed by BHEL containing all necessary details, and submit the same to the BHEL Engineer as required. Interpretation of the BHEL Engineer regarding acceptability of the welds shall be final.
10. In the case of P-91 pipe welding, Contractor shall deploy welders having experience in welding of P-91 material. The welders engaged by Contractor if not qualified for P-91 welding will be trained by BHEL at BHEL welding research institute (WRI) trichy and

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allowed to work only after passing the required test arranged by BHEL. All the expenditure towards such qualification including cost of training, traveling expenses, stay etc., shall be borne by the Contractor.

11. Joint fit up will be a stage of inspection. Where required, joints shall be offered for visual inspection after root run. Subsequent welding should be made only after the approval of root run.

### ➤ **SOCKET WELDING:**

1. In execution of this work, considerable number of socket weld joints is involved. The exact quantity of such socket welds or probable variation in the quantum cannot be furnished. The tenderer shall take notice of this while quoting as no extra claim on this account will be entertained. The socket welding on HP parts/ HP piping shall be done by the IBR qualified welders. Contractor has to adhere to the procedures/specification as indicated in the drawing for socket welding.
2. Welding electrodes have to be stored in enclosures having temperature and humidity control arrangements. This enclosure shall meet BHEL specifications.
3. Welding electrodes, prior to their use, call for baking for specified period and will have to be held at specified temperature for specified period. Also, during execution, the welding electrodes have to be carried in portable ovens.

### ➤ **HEAT TREATMENT:**

1. For the purpose of temperature recording of stress relieving process, thermocouples have to be attached to the weld joint. The number of temperature measuring points and locations shall be as per the standards of BHEL. Thermocouples have to be attached using capacitor discharge type portable thermocouple attachment unit. Contractor shall arrange sufficient number of thermocouple attachment units.
2. Contractor should provide temperature indicator / temperature recorder for measuring temperature during pre-heating for welding or for controlling temperature of metal for hot correction etc. The temperature recorders should be preferably of solid state type.
3. Heat treatment may be required to be carried out at any time (day or night) to ensure the continuity of the process. The Contractor shall make all necessary arrangements including labourer required for the same as per directions of BHEL.
4. In certain cases only the pre-heating of weld joints may be called for.
5. For weld joints of heavy structural sections, if heat treatment is required, the same shall be carried out as part of the work.
6. Checking effectiveness of stress relieving by hardness tests (by digital hardness tester or other approved test methods as per BHEL Engineer's instruction) including necessary testing equipment is within the scope of the work / specification.
7. Preheating, inter-pass heating, post weld heating and stress relieving after welding are part of erection work and shall be performed by the Contractor in accordance with BHEL engineer's instructions. Where the electric resistance heating method is adopted Contractor shall make all arrangement including heating equipment with automatic recording devices, all heating elements, thermocouples and attachment units, graph



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sheets, thermal chinks, & insulating materials like mineral wool, asbestos cloth, ceramic beads, asbestos ropes etc., required for all heating and stress relieving works.

8. BHEL will provide the induction heating equipment set for SA 335 P-91 materials piping only. The set will comprise of following:
  - (i) Main panel
  - (ii) Capacitor panel
  - (iii) Interconnection power & control cables between above panels
  - (iv) 185 sqmm special connecting cable from capacitor panel output – 5m length.

Contractor shall provide the input electrical power connection including arrangements such as DB, cables etc. thermocouple pads, thermocouples and compensating cables, induction heating annealing cables (from the capacitor panel to joint and for wrapping around the weld joint) (spec: single core 240 sq mm, 1200a, 3khz), ceramic wool and other consumables etc. as may be required. Quantum of annealing cable requirement will depend on many parameters e.g. weld joint size, heat input, type of connection i.e. series or parallel etc.

Likely supplier: Mansfield Cable Co. Noida (UP).

9. All the recorded graphs for heat treatment shall be handed over to BHEL/ IBR authorities and due clearances obtained.
10. During welding & post weld heat treatment of main steam piping (P-91 material), the induction heating process shall continue un-interrupted. Therefore, contractor shall arrange back-up DG set to take care of power interruptions during the process.
11. Results of these processes shall be verified/ validated as per requirements of BHEL/client.

➤ **NON DESTRUCTIVE EXAMINATION:**

1. Contractor shall provide all resources and make all arrangements for the radiographic examination of welds for this work. for reasons of safety, invariably the radiography work will be carried out after the normal working hours and close of other site activities only. in this regard, the Contractor has to adhere to the safety rules / regulations laid by bark authorities from time to time.
2. Radiography inspection of welds shall be performed in accordance with requirements and recommendation of BHEL Engineer. The minimum quantum of radiographic inspection shall be as per provision of IBR/BHEL's erection documents. They may, however be increased depending upon the performance of the individual welder at the discretion of BHEL Engineer/Boiler inspecting authority. Bidder shall also arrange the UT equipment with recording facility at his own cost. Usage of UT equipment shall be as per direction of BHEL engineer. Records of UT shall be produced as per site requirement.
3. All X-Ray / Gamma Ray films of weld joints shall be preserved properly and be handed over to BHEL/ IBR authorities and requisite clearances shall be obtained by the Contractor.

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4. The field welded joints shall be subject to Dye-penetrant/MPT/RT/ other non-destructive examination as specified in the respective engineering documents/ as instructed by BHEL.
5. Wherever required, surface preparation, like smooth grinding of welded area, prior to Radiography shall be done. It may also become necessary to adopt inter-layer radiography/MPT/UT depending upon the site/ technical requirement necessitating interruptions in continuity of the work and making necessary arrangements for carrying out the above work. The Contractor shall take all this into account in his offer. The required NDT method/procedure will be decided by BHEL engineer at site.
6. Tenderer shall note that 100% radiography shall be taken on all high pressure welding till such time the welders' performance is found by BHEL Engineers to be satisfactory. Subsequently, subject to consistency in welder's performance, the percentage of radiography will be based on BHEL's standard practice/code requirement. the defects shall be rectified immediately and to the satisfaction of BHEL engineer. The decision of BHEL engineer regarding acceptance / rejecting the joints will be final and binding on the Contractor.
7. 100% radiograph of certain sizes in piping have to be taken as per BHEL standards/ drawings.
8. For carrying out ultrasonic testing of welding joints of large size tubes and pipes, it will be necessary to prepare surface by grinding and buffing a smooth finish and contour as necessary. The Contractor's scope of work includes such preparation as incidental to work.
9. After stress relieving 5% of UT for all critical lines and 2% of UT for other alloy steel lines to be taken to ensure soundness of joints particularly stress relieving cracks. No separate payment will be made.
10. Contractor may have to undertake radiography with cobalt-60 isotope camera in certain cases. However, for any reason if use of Cobalt-60 is not possible then these joints shall be checked by radiography after completion of welding up to suitable part of thickness with IR-192 other suitable source subsequently after completing the joint UT to be done. For this Contractor has to deploy level-II operator certified by BARC.
11. In the case of P-91 piping wherever radiography is not possible, alternatively ultrasonic test has to be carried out apart from other NDE checks.
12. For piping of thickness less than 25 mm no radiography plugs will be provided radiography shots to be taken by double wall technique or any other method to be adopted in consultation with BHEL engineer at site.
13. No separate payment for any NDE activities (including radiography) will be made.

### 2.26 PAINTING

1. All exposed metal parts of the equipment including piping, structures, railings etc. wherever applicable, after installation unless otherwise surface protected, shall be first painted with at least one coat of suitable primer which matches the shop primer paint used, ***after thoroughly cleaning all such parts of all dirt, rust, scales, greases, oils and other foreign materials by wire brushing***, and the same being inspected and

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – II: Scope of Work and Technical Specifications

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approved by BHEL engineer for painting. Afterwards, the above parts shall be finished with two coats of alloyed resin machinery enamel paints.

2. Touch-up painting on damaged areas -
  - a) For coatings damaged up to metal surface  
Surface preparation shall be carried out by manual cleaning minimum 6 inches adjoining area with existing coating shall be roughened by wire brushing, emery paper rubbing etc., for best adhesion of patch primer.  
  
Primer coat of touch-up primer to be applied by brush immediately after the surface preparation.  
  
Over this primer coat, finish coat and final finish coat shall be applied as covered above by brush within maximum seven (7) days of application of touch up primer.
3. Painting of welded areas / painting of areas exposed after removal of temporary supports / touch-up painting on damaged areas of employer's structures, where inter-connection, welding / modification etc. has been carried out by the bidder.
  - a) Clean the surface to remove flux spatters and loose rust, loose coatings in the adjoining areas of weld seams by wire brush and emery paper.
  - b) Painting procedure to be followed as mentioned above for touch-up painting on damaged areas.
4. The scope of work includes painting of color bands, lettering, marking and signs for direction of flow/rotation, names etc. of approved colors as per the standard color codes and specifications specified in tender specification or as advised by BHEL/customer engineer at site for the equipments/ components covered in these specifications. Applicable paints and primer shall be supplied by Agency.
5. All exposed metal parts of the equipment including piping, structures, hand railing, grating etc. shall be thoroughly cleaned off dust, rust, scales and other foreign materials by manual or mechanized wire brushing, scrapping, sand blasting etc. and the same being inspected and approved by BHEL/customer engineer before application of primer. Afterwards, the above parts shall be finish painted with specified number of coats as per specification.
6. In certain isolated instances where it is not possible to clean the equipments as explained above, cleaning by grinding might have to be resorted to. No damage to the equipment/components should be caused.
7. Surface to be painted should be free of oil and grease. It should be removed by using suitable cleaning agents including permitted solvents. Surface cleaned by chemical agent, if required, shall be treated further as prescribed in use of such cleaning agents. The Contractor at his own cost shall provide all the consumables and application implements.
8. During the preparation of surface, if the shop coat is damage by chemical cleaning or by mechanical means, Contractor shall repair the same free of cost to BHEL. Agency will make available the necessary primer and paints.
9. Specified drying time shall be permitted from one to another coat.

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## Chapter – II: Scope of Work and Technical Specifications

10. This work requires working at higher altitudes from ground level to as high as 90 m and more. The work spread is also substantial involving substantial run of structures and piping. Contractor shall take sufficient precautions to avoid any accident and hazard in all respects. The ropes, ladders, scaffolding materials, clamps etc. and climber used should be of standard quality for safe and smooth execution of work.
11. Contractor shall carry out the work in such a way that other erected equipment, structure, civil foundations and other property are not damaged. For damages in any of such cases due to lapses by Contractor, BHEL shall have the right to recover the cost of such damages from the Contractor.
12. Contractor shall take due care to cover/protect the equipment which are already painted while carrying out the painting of other adjacent equipment. If so happens, it shall be cleaned and repainted by the Contractor without any extra charges.
13. In general, painting of structural parts and color bands, lettering, marking of direction of flow/rotation etc. will be carried out by brush painting. However, areas/equipments inaccessible for manual painting have to be painted by spray painting. The decision of BHEL engineer, in this regard, shall be final and binding on the Contractor. For the purpose of spray painting, air at one point will be made available by BHEL free. Laying of air hose pipe and any other line required shall be done by Contractor at his cost. The Contractor shall provide spray equipment set.
14. The Contractor shall provide all the necessary scaffolding materials, temporary structures and necessary safety devices etc. during execution of the work.
15. Final painting work shall be started after obtaining clearance from BHEL engineers and as per his instructions.

### 2.27 PRIMER AND PAINTS FOR FINAL PAINTING

All primer and paints (including Black Bituminous paint) required for final painting shall be supplied by agency.

**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:*

Sh P K Biswas  
BHEL Site Office: 2x660 MW Talcher TPS  
Email: [pkbiswas@bhel.in](mailto:pkbiswas@bhel.in)  
Ph. No: +91-8617711054, 8331015585

Sh Anand Kumar  
PSWR Nagpur  
Email: [aanand@bhel.in](mailto:aanand@bhel.in)  
Ph. No: +91-7387356299

# 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	
3.1	<b>Establishment</b>			
3.1.1	<b>For Construction Purpose:</b>			
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	Fire fighting equipments like buckets, extinguishers etc		Yes	
g	Fencing of storage area, office, canteen etc of the bidder		Yes	
3.1.2	<b>For living purpose of the bidder</b>			
a	Open space for labour colony (as per availability)		Yes	Contractor has to make his own arrangements shelter and transportation of labours as per the requirement.
b	Labour Colony with internal roads, sanitation, complying with statutory requirements		Yes	Construction Plan shall be approved by BHEL/NTPC
3.2.0	<b>ELECTRICITY</b>			
3.2.1	<b>Electricity for construction purposes 3 Phase 415/440 V</b>			Free

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

a	Single point source	Yes		Further distribution and Metering is in scope of bidder.
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	<b><i>Electricity for office, stores, canteen etc. of the bidder.</i></b>			<b>On chargeable basis.</b>
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	
3.2.3	<b><i>Electricity for living accommodation of the bidder's staff, engineers, supervisors etc</i></b>			<b>Contractor Has to make his own arrangements</b>
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	<b><i>WATER SUPPLY</i></b>			
3.3.1	<b><i>For construction purposes: (to be specified whether chargeable or free)</i></b>			<b>Free</b>
a	Making the water available at single point	Yes		Contractor has to make his own arrangement.
b	Further distribution as per the requirement of work including supply of materials and execution		Yes	
3.3.2	<b><i>Water supply for bidder's office, stores, canteen etc.</i></b>			



# TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

a	Making the water available at single point		Yes	Contractor has to make his own arrangements for distribution. Single point as above for construction purpose, no separate point shall be given
b	Further distribution as per the requirement of work including supply of materials and execution		Yes	
3.3.3	<b>Water supply for Living Purpose</b>			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	<b>LIGHTING</b>			
a	For construction work (supply of all the necessary materials) 8. At office/storage area 9. At the preassembly area 10. 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	<b>Communication facilities for site operations of the bidder</b>			
a	Téléphone, fax, internet, intranet, e-mail etc		Yes	

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

3.6.0	<b><i>Compressed air wherever required for the work</i></b>		Yes	
3.7.0	<b><i>Demobilization of all the above facilities</i></b>		Yes	
3.8.0	<b><i>Transportation</i></b>			
a	For site personnel of the bidder		Yes	
b	For bidder's equipments and consumables (T&P, Consumables etc)		Yes	

Sl. No	Description <b>PART II</b> <b>3.9.0 Erection Facilities</b>	Scope / to be taken care by		Remarks
		BHEL	Bidder	
3.9.1	Engineering works for construction:			NOT APPLICABLE
a	Providing the erection/constructions drawings for all the equipments covered under this scope	Yes		<b>For Details Pl refer Chapter-IX-</b>
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	Yes		
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 SI No. e		Yes	In consultation with BHEL
h	Daily erection / work plan based on SI 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	Description	Scope / to be taken care by		Remarks
		BHEL	Bidder	
	<b>PART II</b> <b>3.9.0 Erection Facilities</b>			
i	Periodic visit of the senior official of the bidder to site to review the progress so that work is 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

### 4.0 Tools & Plants

**4.1 Nos of T&Ps to be deployed at site shall be decided with respect to monthly plan and review formats (F 14) based on site requirement. Below given nos are tentative for planning purposes by the bidder.**

Sl. No.	Description of T&P	Quantity
1.	Concrete Batching Plant (30 Cum/Hr.) with three (03) Nos. of Silos of 100 MT capacity each for cement and one additional silo of 100MT capacity fly ash	01 Set.
2.	Concrete Transit Mixer	03 Nos.
3.	Concrete Mixer	As per Requirement
4.	Concrete Pump (30 Cum/Hr. min capacity & lift 70M)	01 No. Additional 01 as per requirement.
5.	Concrete Pump of Suitable Capacity with Sufficient lift in order to pour concrete at roof of Bunker and Transfer Points	01 No. as per requirement
6.	Concrete Boom placer min. 35m long	01 No.
7.	Vibrators (electrical/diesel)	As per requirement
8.	Self-priming Dewatering pump of various capacity (Diesel/Electric) From 2 HP to 7.5 HP	As per requirement
9.	Curing / dewatering pump – 1.5 / 2 HP	As per requirement
10.	De-watering pump (diesel operated) – 30 HP	02 Nos.
11.	Hydraulic Excavator /Poclain with rock breaker arrangement	02 Nos.
12.	Pneumatic rock breaker with jack hammer	02 Nos.
13.	Dumper	04 Nos.
14.	JCB	01 No.
15.	Ply Shuttering board with adequate supporting structure – (Old steel shuttering plates will not be allowed).	As per requirement
16.	Farana crane (Required Capacity) *Note- Hydra is not allowed at project site	As per requirement
17.	Trailer (20MT Capacity)	As per requirement
18.	Tractor mounted grader/ loader	As per requirement
19.	Scaffolding Pipes, Clamps / Swivel Couplers (One/Two Way), Props, Jacks, Screw Heads, MS Pipes, Wooden Battens, Planks, Bullies, H Frames, Tie Rods with Nuts, Adjustable Achro Span (Considering Individual Areas)	Scaffolding Pipes with clamps– Min. 1500 Nos. for execution purpose for safety related other than Scaffolding Pipes –

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

		As per requirement.
20.	Reinforcement bending machine	As per requirement.
21.	Reinforcement cutting machine	As per requirement.
22.	Plate compactor	As per requirement.
23.	Earth Compactor- 3MT Capacity	As per requirement.
24.	Total Station	01 No.
25.	Auto level & staff	02 Nos.
26.	Road roller/Vibro roller	02 Nos.
27.	Water Tanker	02 Nos.
28.	All equipments for area Lightning like LED/Halogen bulbs and Portable light Towers etc.	As per requirement
29.	Computer with printing/photocopy & CD writing facility	As per Requirement
30.	Man lift crane of Minimum 20m reach	As per requirement
31.	DG Set of 125 KVA Capacity	As per Requirement

### 4.2 MEASURING AND MONITORING DEVICES (MMD):

Requirement of MMD shall be jointly decided at site.

### 4.3 Supervisors and Computer for exclusive use of BHEL:

- (a) The successful bidder(s) will have to provide **two supervisors (Diploma in Civil Engineering)** acceptable to BHEL Site with sufficient computer knowledge (knowledge of MS office) who will be under direct control of BHEL for original contract period. In case, the contractor fails to provide supervisors from 3<sup>rd</sup> month from LOI date till completion of site works or as decided by BHEL, deduction of Rs. 45,000/- per supervisor per month.
- (b) The bidder will have to **provide Two (02) Nos. of PCs** (multimedia PC work station Core i3/i5,1 GHZ or above, 320 GB HDD, 4 GB RAM, 100 MBPS LAN card of DELL/HP/ASUS or equivalent make with window 10 O/S with required accessories like mouse, keyboard, UPS and required software like MS Office 2010 Professional, AutoCAD 2011, ADOBE PDF CREATOR (version 8.0) with one laser jet printer compatible for A4 and A3 size printing (ink/ cartridge for which to be supplied as and when required, (the consumption may be assumed as 1 cartridge per month) with power backup at places, as per instruction of BHEL.
- (c) These computers/ printers along with two supervisors shall remain contractor's property/ownership for all legal/technical purposes. However, contractor will be allowed to take out the same after completion of the site works. However, the computer/printer along with technical supervisor shall remain at BHEL offices.
- (d) This facility has to be provided from 3<sup>rd</sup> month from LOI date till completion of site works or as decided by BHEL. If contractor fails to provide computer/ printer as per requirement, for a continuous period of fifteen days or more, BHEL shall have the right to purchase it at risk and cost of bidder.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

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### NOTE:

The 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-mobilization of any T&P by the successful bidder and as a result if progress of work gets suffered, BHEL reserves the right to deduct suitable amount from the dues of the bidder, with assigning reasons thereof.

### Note:

- 1 Heavy equipment will be tracked with real-time position location for fleet management. Deployment vs planned reports shall be generated. Equipment Condition monitoring data like Service Meter Reading, Operation maps, Loading, fuel levels, operating information, idle time etc. shall be captured. This data shall be captured through Integrated Online Project Monitoring system. All T&P equipment deployed by contractor will be covered/ monitored through this system. Minimum 5 signals per equipment should be made available to provide the input to Integrated Online Project Monitoring system. Necessary software/ hardware for aforesaid system shall be provided by BHEL.
- 2 All manpower hired/deployed by Contractor for this project shall be monitored through Integrated Online Project Monitoring system by BLE beacons & LoRa backhaul. Every personnel entering in to NTPC site premises for carry out any work shall be tracked. [Separate tagging for visitors]. Geo-fencing /BLE beacon based zoning of the erection area shall be done to track workforce deployment and safety purposes. Work force monitoring Dash board (planned vs actual deployment) shall be made available. BLE beacons & LoRa backhaul shall be provided by BHEL on chargeable basis to contractor. BHEL will provide Tags free of cost for maximum 300 workers, additional tags as required shall be provided by BHEL on chargeable basis @ Rs. 1000/- per tag. In case of damage or missing of issued worker tag, Rs. 1000/- per tag will be charged for issuing new worker tag.
- 3 Medical/First aid center/medicine purchased for emergency/Doctor purpose along with ambulance services with fuel and operator (round the clock) shall be arranged by BHEL for handling medical emergencies. Cost against these facilities shall be distributed/shared among the vendors working in Talcher Project site proportionately based on contract value.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

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### 5. LIST OF T&P TO BE PROVIDED BY BHEL FREE OF HIRE CHARGES ON SHARING BASIS:

**BHEL shall not provide any T&Ps for this scope of work.**

**All T&Ps required for handling of items / materials to be arranged by bidder.**

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – VI: Time Schedule

### 6.0 Time Schedule & Mobilization

#### 6.1 Initial Mobilization and Time Schedule

After issuance of LOI (through email/fax/courier), Contractor shall report to the construction Manager/Site In charge of BHEL at site within one week and make MOM (Minutes 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 work is completed within the contract period of **18 (Eighteen) months each Package-A and Package-B** in a manner required by BHEL to match with the project schedule.

**Date of start of excavation shall be considered as START OF WORK.**

#### 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 & **released for erection by other agency.**

#### Tentative Milestones for Major Civil Works

Sl. No.	Activity	Period of Completion from DOS
1	Construction of Labour Hutment	03 Months
	<b>Foundation up to Ground Level /Bolt Lift:</b>	
2	Boiler including lift, Bunker, Mill & ESP, Duct support from Boiler to ESP, Bottom ash hopper up to Bottom of Bolt Lift	05 <sup>th</sup> Months
3	PA Fan, FD Fan, ID fan, Absorber, Duct supporting structure up to chimney, SCR including FPS system.	06 <sup>th</sup> Months
4	ESP/FGD Control Room, CEP VFD Room, MRS Silo, Bucket elevator, SO2 Analyzer, Conveyor- 4A/B, TP-3, Conveyor- 5A/B, VGTU (in boiler area), FAE Tower, Pipe & Cable rack in SG island including FPS system, Absorber & Aux.	07 <sup>th</sup> Months
	<b>Completion of foundation and above ground:</b>	
5	Boiler including lift, Bunker, Duct supporting structure up to chimney, Bottom ash hopper, SCR	07 <sup>th</sup> Months

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – VI: Time Schedule

	including FPS system.	
6	PA Fan, FD Fan, ID Fan.	08 <sup>th</sup> Months
7	ESP	07 <sup>th</sup> Months
8	Mill lube oil foundation, SO2 Analyzer	Progressively from 14 <sup>th</sup> to 18 <sup>th</sup> Months
9	Absorber & Aux:	Progressively from 8 <sup>th</sup> to 9 <sup>th</sup> Months
10	ESP/FGD Control Room	18 <sup>th</sup> Months
11	MRS Silo, Bucket elevator	Progressively from 7 <sup>th</sup> to 10 <sup>th</sup> Months
12	Conveyor - 4A/B (foundation), TP-3 (foundation), Conveyor - 5A/B (foundation), VGTU (in boiler area- foundation), FAE Tower (foundation)	Progressively from 8 <sup>th</sup> to 12 <sup>th</sup> Months
13	Pipe & Cable rack in SG island	Progressively from 4 <sup>th</sup> to 8 <sup>th</sup> Months
12	Gate in Boundary Wall	6 <sup>th</sup> Months
13	Boundary Wall	12 Months

6.2.1 The above schedule is only tentative. The above schedule shall be advanced, if there are requirements to advance the project schedule and the civil works in the scope of the contractor is to be advanced to meet the project requirement. No extra payment whatsoever shall be paid on this account.

6.2.2 In order to meet the above schedule in general, and any other intermediate targets set, to meet customer/ project schedule requirements, Contractor shall arrange & augment all necessary resources from time to time on the instructions of BHEL Engineer.

### 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	Activity	Schedule of completion from start of work
M1	<b>Raft Foundation:</b> Boiler including lift, Bunker and Mill	03 Months
M2	<b>Completion of foundation and above ground:</b>	12 Months

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – VI: Time Schedule

	Conveyor- 4A/B (foundation), TP-3 (foundation), Conveyor- 5A/B (foundation), VGTU (in boiler area-foundation), FAE Tower (foundation)	
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**Note:** Refer clause no 12 of NIT “Annexure-12” regarding modalities against provision of penalty in case of slippage of Intermediate Milestones.

Bidders are requested to submit Resource deployment plan Area wise with detail program in line with above schedule in the form of Bar Chart/ MS project planer along with their offer.



# 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; 2.22; 2.23 of General Conditions of Contract and Volume-IB, Chapter-X of SCC. However, Clause No. 10.5 on RA Bill Payments, in Volume-IB, Chapter-X of SCC, is revised as under:

*The contractor will be eligible for payment of RA Bills after 30 days of submission of running bill complete in all respects with all documents. It is the responsibility of the contractor to make his own arrangements for making timely payments towards labour wages, statutory payments, outstanding dues etc. and other dues in the meanwhile.*

*No interest shall be payable for the delay in payment.*

- 7.2 **Labour colony to be developed – 03 sets as per attached drawing**

**Scope:** Construction and maintenance of labour colony having adequate no. of rest rooms along with toilets & fencing etc. as per drawing attached and TCC including associated civil and structural works on built, own and operate basis. Proposal for construction of these hutment is to be got approved from BHEL before organising material and execution.

One-time payment of Rs. 1,50,00,000/- (Rs. One Crore Fifty Lakhs Only) for 03 Set towards construction/development of labour colony as above shall be paid by BHEL as per following payment terms:

- i) On receipt of material at site - 60%
- ii) On completion of labour colony - 30%
- iii) Handing over for accommodation of labour with all amenities - 10%

However, the cost paid to the contractor shall be recovered @ 10% of monthly running bills progressively from each month starting from handing over for accommodation to labour till recovery of full amount.

Land for labour colony shall be provided by BHEL free of cost as per availability outside project area within 5Km, Necessary levelling/dressing of land shall be done by the contractor. All arrangement for electricity and drinking/service water to be arranged by the contractor within his quoted price.

The labour colony shall be handed over for accommodation with all amenities within **Three (03) Months** from date of start.

Date of start shall be decided jointly by BHEL/NTPC and Contractor based on availability of Land, Fronts, etc.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – VIII: Taxes and Duties

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### 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

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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

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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 1<sup>st</sup> 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.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – VIII: Taxes and Duties

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2. It shall be sole responsibility of the contractor engaging Building Workers in connection with the building or other construction works in the capacity of employer to apply and obtain registration certificate specifying the scope of work under the relevant provisions of the Building and Other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 from the appropriate Authorities.
3. It shall be responsibility of the contractor to furnish a copy of such Registration Certificate within a period of one month from the date of commencement of Work.
4. It is responsibility of the contractor to register under the Building and other Construction Workers' Welfare Cess Act, 1996 and deposit the required Cess for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 at such rate as the Central Government may , by notification in the Official Gazette, from time to time specify. However, before registering and deposit of Cess under the Building and other Construction Workers' Welfare Cess Act, 1996, the contractor will seek written prior approval from the Construction Manager.
5. It shall be sole responsibility of the contractor as employer to get registered every Building Worker, who is between the age of 18 to 60 years of age and who has been engaged in any building or other construction work for not less than ninety days during the preceding twelve months as Beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996.
6. It shall be sole responsibility of the contractor as employer to maintain all the registers, records, notices and submit returns under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.
7. It shall be sole responsibility of the contractor as employer to provide notice of poisoning or occupation notifiable diseases, to report of accident and dangerous occurrences to the concerned authorities under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the rules made thereunder and to 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 :



# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – VIII: Taxes and Duties

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- (i) Number of Building Workers employed during preceding one month.
  - (ii) Number of Building workers registered as Beneficiary during preceding one month.
  - (iii) Disbursement of Wages made to the Building Workers for preceding wage month.
  - (iv) Remittance of Contribution of Beneficiaries made during the preceding month
9. BHEL shall reimburse the contractor the Cess amount deposited for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 under the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder. However, BHEL shall not reimburse the Fee paid towards the registration of establishment, fees paid towards registration of Beneficiaries and Contribution of Beneficiaries remitted.
10. It shall be responsibility of the Building Worker engaged by the Contractor and registered as a beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 to contribute to the Fund at such rate per mensem as may be specified by the State government by notification in the Official Gazette. Where such beneficiary authorizes the contractor being his employer to deduct his contribution from his monthly wages and to remit the same, the contractor shall remit such contribution to the Building and other construction Workers' Welfare Board in such manner as may be directed by the Board , within the fifteen days from such deduction.
11. Bidders may please note that though the quoted price is exclusive of BOCW (which will be reimbursed by BHEL as per sub-clause 9 above) , however, If at any point of time during the contract period, non-compliance of the provisions of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder is observed, BHEL reserves the right to deduct the applicable cess (1%) on the contract value and penalty ( if any, imposed by Cess Authorities) from the payables on account of non-compliance.
12. The contractor shall declare to undertake any liability or claim arising out of employment of building workers and shall indemnify BHEL from all consequences / liabilities / penalties in case of non-compliance of the provisions of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## CHAPTER IX –DRAWINGS

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### 9.0 Following technical Specifications and Drawings shall be integral part of this tender:

SL. NO.	Document
1.	Section C- General & Specific Technical Requirements
2.	Section D - General specification of BHEL
3.	Workers Accommodation Floor plan and Elevations & Plot Plan
4.	Approved BOI Vendor List



# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## CHAPTER X –APPENDIX

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### **10.0 Tentative Manpower Requirement**

1. Project manager – with 15 Years' experience in Industrial Foundation, Building & Power Plant Civil & Architectural Works.
2. Experienced Civil Engineers – 6 heads
3. Experienced Structural/Mechanical Engineer - 2 Head
4. Experienced Foreman / Supervisors – 8 heads
5. Planning & Billing Engineer – 02 heads
6. Stores, Gate Pass – 01 heads
7. Accounts & Administration- 01 heads
8. Quality Control Engineer/Chemist – 4 head
9. Safety Engineer – 4 head
10. Surveyor – 02 head capable to handle total station
11. Operator, Licensed Electrician, Mechanic - As per requirement
12. Experienced Carpenters & Helpers – lot for similar nature of work
13. Experienced Bar Benders & Helpers – lot for similar nature of work
14. Security Guards (Round The Clock) – As per requirement.

### **10.2 Deputation of above man-power shall be jointly decided at site in line with construction Schedule.**

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

### **10.4 In the event of non-deputation of engineer/ supervisor by the bidder as per above agreed schedule, BHEL shall reserve the right to deduct Rs. 50,000.00 per man-month for engineer, Rs. 35,000.00 per man-month for the supervisor/chemist and Rs. 30,000 per man-month for safety supervisor from RA bills. Further induction of manpower regarding site supervisor & site engineer will be decided at site as per requirement without any financial implication.**

### **10.5 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.**

### **10.6 The contractor should also submit the fitness/calibration certificate for T&Ps regularly and renew it as per applicable IS standards and statutory requirements.**

## TECHNICAL CONDITIONS OF CONTRACT (TCC)

### CHAPTER X –APPENDIX

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# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-XII Bill of Quantities for Package-B

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

<b>CONTENTS</b>	
Description	Remarks
<b>PART A:</b> Instructions to the Bidders	Instructions
<b>PART B:</b> % weightage for amount of individual items of Schedule of quantity	Refer Latest Chapter-XI of Vol-IA TCC (BILL OF QUANTITIES AND % WEIGHTAGE OF INDIVIDUAL ITEMS)
<b>PART C:</b> Total Lump Sum Price for entire scope of Work	This part is available in the E- Procurement portal entitled as “ <b>Part-C of Vol-II Price Bid</b> ”.

### **Part A: Instructions to the Bidders**

- Bidders shall quote Total Lump-sum Price for the entire scope of work for Package-B Only at the excel sheet provided in the E-Procurement Portal titled as “Part-C of Vol-II Price Bid”.** Price mentioned elsewhere in the offer of the bidder shall be treated as Null and Void.
- BHEL has fixed the % weightages as in “Part-B” for the amount of individual items of Schedule of Quantity w.r.t. the total price of Price Bid Vol-II for Package-A.
- Based on the pre-fixed % weightages, amount of individual items shall be derived by BHEL for Package-B. This amount shall not be rounded off.
- Based on the quantities of individual item and the amount arrived in Sl No 3 above, item rate of individual items shall be derived by BHEL for **Package-A**. This item rate shall be rounded off up to two decimal places and shall be used to calculate the total amount of an item.
- For the convenience of bidders, BHEL has issued an excel sheet (file titled as Excel Sheet for Calculation Purpose only-2661) with all requisite formulae as detailed above for Package-A. ***However this excel sheet shall not form part of contract document. Further, this sheet should not be uploaded at the e-Portal.***
- Bidders to note that this is an ‘**Item rate contract**’. Payment shall be made for the actual quantities of work executed at the Unit rate arrived at as per serial no 4 above.

**PART B:** % weightage for amount of individual items of Schedule of quantity w.r.t. the total price (as quoted by the bidder in “Part C of Vol-II-Price Bid”) for Package-A.

**Note:** This Chapter-XI is uploaded separately as file titled ‘**Chapter XI-BOQ and Percentage Weightage-2661**’ for Package-A

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-XII Bill of Quantities for Package-B

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- This Chapter-XII is uploaded separately as file titled '**Chapter XII-BOQ -2662' for Package-B**