

E-TENDER SPECIFICATION

Sl. No	E-Tender Specification Number
1	BHE/PW/PUR/NTPRT-PT PLANT/2972

Engaging agency for PT plant Mechanical work at 3 X800 MW Patratu Project

VOLUME - I

FOR

VOLUME I – TECHNICAL BID

THIS TENDER SPECIFICATION CONSISTS OF:

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

Bharat Heavy Electricals Limited



(A Government of India Undertaking)

Power Sector - Western Region

345-Kingsway, Nagpur-440001

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Volume No	Description	Hosted in website bhel.com (Briefly) and detailed in BHEL e-Procurement Portal as files titled
NIL	Tender Specification Issue Details	(Part of <u>Vol-IA-2972</u>)
NIL	Notice Inviting Tender	(Part of <u>Vol-IA-2972</u>)
I-A	Technical Conditions of Contract	Vol-I-A-2972
I-B	Special Conditions of Contract	Vol-I-BCD-2972
I-C	General Conditions of Contract	(Part of Vol-I-BCD-2972)
I-D	Forms & Procedures	(Part of Vol-I-BCD-2972)
IE	Technical Specifications	Vol-I-E-2972
II	Price Bid Specification as specified in E-Procurement Portal	Volume-II-2972

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Engaging agency for PT plant Mechanical work 3 X800 MW Patratu Project

EARNEST MONEY DEPOSIT: Refer Notice Inviting Tender

LAST DATE FOR Refer Notice Inviting Tender
TENDER SUBMISSION

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

M/s.

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PLEASE NOTE:
THESE TENDER SPECS DOCUMENTS ARE NOT TRANSFERABLE.

For Bharat Heavy Electricals Limited

AGM (Purchase)

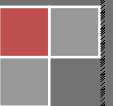
Place: Nagpur

Date:

2972

NOTICE INVITING TENDER

Bharat Heavy Electricals Limited



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Ref: BHE/PW/PUR/NTPRT-PT PLANT/2972

Date: 27/06/2024

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/NTPRT-PT PLANT/2972	
ii	Broad Scope of job	Engaging agency for PT plant Mechanical work 3 X800 MW Patrattu Project	
iii	DETAILS OF TENDER DOCUMENT		
A	Volume-IA	Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc	Applicable
B	Volume-IB	Special Conditions of Contract (SCC)	Applicable
C	Volume-IC	General Conditions of Contract (GCC)	Applicable
D	Volume-ID	Forms and Procedures	Applicable
E	Volume-IE	Technical Specifications	Applicable
F	Volume-II	Price Bid as specified in E-Procurement Portal	Applicable
iv	Issue of Tender Documents	Tender documents will be available for downloading from BHEL website (www.bhel.com) or e-procurement portal (https://eprocurebhel.co.in) as per schedule below: Start :27/06/2024 , Time :15:00 Closes : 08/07/2024 , Time : 13:00 Brief information of the tenders shall also be available at central public procurement portal. (https://eprocure.gov.in/epublish/app)	Applicable
v	DUE DATE & TIME OF OFFER SUBMISSION	Date: 08/07/2024, Time: 13.00 Hrs ▪ Place: on E-Tender Portal https://eprocurebhel.co.in	Applicable
vi	OPENING OF TENDER (Techno-Commercial Bid)	Date: 08/07/2024, Time: 17.00 Hrs Notes: (1) In case the due date of opening of tender becomes a non-working day, then the due date & time of offer	Applicable

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S No.	ISSUE	DESCRIPTION	
		submission and opening of tenders get extended to the next working day. (2) Bidder may depute representative to witness the opening of tender. For e-Tender, Bidder may witness the opening of tender through e-Procurement portal only.	
vii	EMD AMOUNT	Nil Bid Security Declaration to be furnished (Annexure-13)	Applicable
viii	COST OF TENDER	Free	
ix	LAST DATE FOR SEEKING CLARIFICATION	One day before due date of offer submission. Along with soft version also, addressing to undersigned & to others as per contact address given below: 1) Name: vivek nand Jha/Biraj Roy Designation: Sr Manager Deptt: Purchase Address: Floor no. 5 & 6, Shree Mohini Complex, 345 Kingsway, Nagpur-440001 Mobile-9429198214/9856083706 Email : vivekjha@bhel.in / biraj@bhel.in 2) Mr. P K Biswas Designation: GM Deptt: Purchase Address: Floor no. 5 & 6, Shree Mohini Complex, 345 Kingsway, Nagpur-440001 Email: pkbiswas@bhel.in Mob: 9425554615	Applicable
x	SCHEDULE OF Pre Bid Discussion (PBD)		Not Applicable
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	1) Shri Otem Dai, IAS (Retd.) 2) Shri Bishwamitra Pandey, IRAS (Retd.) 3) Shri Mukesh Mittal, IRS (Retd.)	Applicable
xii	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com -->Tender Notifications →View Corrigendum), Central Public Procurement portal (https://eprocure.gov.in/epublish/app) & on e-tender portal https://eprocurebhel.co.in and not in the newspapers. Bidders to keep themselves updated with all such information.	

- 2.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly signed digitally using Class III DSC & uploaded in E-Procurement Portal, as part of offer. **Rates/Price including**

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discounts/rebates, if any, mentioned anywhere/in any form in the techno-commercial offer other than the Price Bid, shall not be entertained.

3.0 Not Used

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

For Electronic Fund Transfer the details are as below:-

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

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

5.0 Procedure for Submission of Tenders:

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

Documents Comprising the e-Tender

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

a. Technical Tender (UN priced Tender)

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

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

b. Price Bid:

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

Note:

- It is the responsibility of tenderer to go through the Tender document to ensure furnishing all required documents in addition to above, if any. Any deviation would result in REJECTION of tender and would not be considered at a later stage at any cost by BHEL.

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- A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
- A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

DO NOT'S

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

Digital Signing of e-Tender

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

The Requirement:

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

BHEL has finalized the e-procurement service Provider:-

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

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

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

0120-4001 002

0120-4200 462

0120-4001 005

0120-6277 787

1. Peter Raj, NIC, Ph: 9942069052

Email Support: support-eproc@nic.in

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

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

The contact details of the DSC certifying authority:-

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

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

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

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

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

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

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xiii. —	Any other details preferred by bidder with proper indexing.	
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	PART-I B	
	<u>ENVELOPE – II superscribed as:</u> PART-I (EMD) TENDER NO: NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING:-	
	Earnest Money Deposit (EMD) in the form as indicated in this Tender	

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

	OUTER COVER	
	<u>ENVELOPE-IV (MAIN ENVELOPE / OUTER ENVELOPE)</u> superscribed as: TECHNO-COMMERCIAL BID, PRICE BID & EMD TENDER NO: NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING:	
i	<input type="radio"/> Envelopes I <input type="radio"/> Envelopes II <input type="radio"/> 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.

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

9.0 VOID

10.0 Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc. before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.

11.0 For any clarification on the tender document, the bidder may seek the same in writing or through e-mail and/or through e-procurement portal, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.

12.0 BHEL may decide holding of pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.

13.0 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc. or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer, else BHEL's interpretation shall prevail.

14.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.

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

"Integrity Pact (IP)"

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

Sl. No.	IEM	Email
1.	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in
2.	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in
3.	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in

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~~(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):~~

Name:	Sh P K Biswas	Viveka nand Jha/ Manager (Purchase)
Dept:	Purchase Department	
Address:	Floor No. 5 & 6, Shreemohini Complex, 345 Kingsway, Nagpur-440001	
Email:	pkbiswas@bhel.in	vivekjha@bhel.in
Phone:	86177711054	9429198214

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

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

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

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

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

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

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.

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23.0 Consortium Bidding (or Technical Tie up) shall be allowed only if specified in Pre-Qualifying Requirement (PQR) criteria, and in such a case the following shall be complied with:

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

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~~execution of one work with a consortium partner under direct order of BHEL, the Prime Bidder shall be eligible for becoming a 'standalone' bidder for works similar to that for which consortium partner was engaged, for subsequent tenders.~~

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

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

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

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

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

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

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

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

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

28.1.1 Commitment by BHEL:

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

28.1.2 Commitment by Bidder/ Supplier/ Contractor:

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

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- (iii) The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

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

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

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

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

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

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

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

31.0 PREFERENCE TO MAKE IN INDIA:

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

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Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).

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

Explanation

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

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exercising ultimate effective control over the trust through a chain of control or ownership.

- V. *An Agent is a person employed to do any act for another, or to represent another in dealings with third person.*
- VI. *The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.*

Note:

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

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

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

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

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

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

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

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

35.0 Order of Precedence:

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

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

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For BHARAT HEAVY ELECTRICALS LTD

(Additional 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	Engaging agency for PT plant Mechanical work at 3 X800 MW Patratu Project		
TENDER NO	BHE/PW/PUR/NTPRT-PT PLANT/2972		
SL NO	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Applicability	
A	Submission of Integrity Pact duly signed (if applicable) (Note: To be submitted by Prime Bidder & Consortium /Technical Tie up partner jointly in case Consortium bidding is permitted, otherwise by the sole bidder)	APPLICABLE	
B	<u>B Technical PQR</u> B.1: Not Applicable Bidder shall essentially meet the Qualifying Requirements (i.e., B.2.1 OR B.2.2) as under, in last seven years from latest date of bid submission: B.2.1: Bidder should have executed at least one number Pretreatment Plant mechanical execution work under any OEM or OES who design/supply this package to any Thermal power plant OR any other industry who has installed the PTP OR B.2.2: Bidder should have executed water treatment plant mechanical work which involves similar equipment like clarifier/filter house or any other equipment of WTP. <i>Note: Bidder shall provide at least one number PO/work protocols/execution certification/any other relevant document towards proof of Execution from such OEM or OES or executing agency of such water treatment plant about execution of mechanical work involved in Pre Treatment Plant.</i>	APPLICABLE	
C.1	Bidders must have achieved an average annual financial turnover (audited) of Rs. 9 Lakhs or more over last three Financial Years (FY) i.e 2020-21 , 2021-23 & 2022-2023'	APPLICABLE	
C.2	<u>NETWORTH</u> (only in case of Companies) Net worth of the Bidder based on the latest Audited Accounts as furnished for 'C-1' above should be positive.	APPLICABLE	
C.3	<u>PROFIT</u> Bidder must have earned profit in any one of the Five Financial Years as applicable in the last Five Financial Years (" 2018-2019, 2019-2020,2020-21, 2021-22 & 2022-23 as on date ") . Bidders to submit audited Balance sheet and Profit & Loss statement for the years as supporting documents.	APPLICABLE	

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C-4	Bidder must not be under Bankruptcy Code Proceedings (IBC) by NCLT or under Liquidation / BIFR, which will render him ineligible for participation in this tender, and shall submit undertaking (Annexure-8) to this effect.	APPLICABLE	
D	VOID		
E	Approval of Customer (if applicable): Note: Names of bidders (including consortium/Technical Tie up partners in case consortium bidding is permitted) who stand qualified after compliance of criteria A to D shall be forwarded to customer for their approval	NOT APPLICABLE	
F	Price Bid Opening Note: Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria A to E		BY BHEL
G	Consortium tie-ups	NOT APPLICABLE	
<p><u>Explanatory Notes for the PQR (unless otherwise specified in the PQR):</u></p> <p><u>Explanatory Notes for PQR B.1 (Technical)</u></p> <ul style="list-style-type: none"> For the criteria (B.1), actual executed value shall be considered. Value of work is to be updated with indices for "All India Avg. Consumer Price index for industrial workers" and "Monthly Whole Sale Price Index for All Commodities" with base month as per last month of work execution and indexed up to three (3) months prior to the month of latest due date of bid submission as per following formula- $P = R + 0.425 \times R \times \frac{(X_N - X_0)}{X_0} + 0.425 \times R \times \frac{(Y_N - Y_0)}{Y_0}$ <p>Where P = Updated value of work R = Value of executed work X_N = All India Avg. Consumer Price index for industrial workers for three months prior to the month of latest due date of bid submission (e.g. If latest bid submission date is 02-Mar-17, then bid submission month shall be reckoned as March'17 and index for Dec'2016 shall be considered). X₀ = All India Avg. Consumer Price index for industrial workers for last month of work execution Y_N = Monthly Whole Sale Price Index for All Commodities for three months prior to the month of latest due date of bid submission (e.g. If latest bid submission date is 02-Mar-17, then bid submission month shall be reckoned as March'17 and index for Dec'2016 shall be considered). Y₀ = Monthly Whole Sale Price Index for All Commodities for last month of work execution</p> <ul style="list-style-type: none"> The evaluation currency for this tender shall be INR. <p><u>Explanatory Notes for Technical Criteria (B2):</u></p> <ol style="list-style-type: none"> VOID 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"> "ACHIEVEMENT OF PHYSICAL QUANTITIES" as per PQRs. 			

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- b. "READINESS FOR COAL FILLING" of at least one Bunker, in respect of Mill Bunker Structure.
- c. "CHARGING" in respect of Power Transformers/ Bus Ducts/ "HT/LT Switchgears" / "HT/LT Cabling".
- d. For C&I works: "SYNCHRONISATION" in case of power project / "WORK EXECUTION of the value as defined in PQR" in case of industry.
- e. "BOILER LIGHT UP" in respect of Boiler / CFBC / ESP.
- f. "CHARGING OF ATLEAST ONE PASS" in respect of ESP(R&M)
- g. "GAS IN" in respect of HRSG.
- h. "STEAM BLOWING" in respect of Power Cycle Piping.
- i. "HYDRAULIC TEST"/ ANY OTHER EQUIVALENT TEST LIKE "100% RT/UT OF WELDED JOINTS" of the system in respect of Pressure parts/ LP Piping/CW Piping.
- j. "FULL LOAD OPERATION OF THE UNIT" in respect of Insulation work.
- k. "SYNCHRONISATION" in respect of STG / GTG.
- l. "SPINNING" in respect of HTG.
- m. "GAS IN" in respect of FGD

- 3. Boiler means HRSG or WHRB or any other types of Steam Generator.
- 4. Power Cycle piping means Main Steam, Hot Reheat, Cold Reheat, HP Bypass.
- 5. For the purpose of evaluation of the PQR, one MW shall be considered equivalent to 3.5 TPH where ever rating of HRSG/BOILER is mentioned in MW. Similarly, where ever rating of Gas Turbine is mentioned in terms of Frame size, ISO rating of the same in terms of MW shall be considered for evaluation.

Explanatory Notes for PQR -C (Financial):

C-1:

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

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

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- | | |
|--|--|
| | <ul style="list-style-type: none">k. In case the Consortium partner backs out, another consortium partner meeting the QRs, has to be engaged by Prime Bidder and if not, the respective work will be withdrawn and executed on risk and cost basis of the prime bidder.l. In case Prime Bidder withdraws or insolvency / liquidation / winding up proceedings have been initiated / admitted against the Prime Bidder, BHEL reserves the right to cancel, terminate or short close the contract or take any other action to safeguard BHEL's interest in the Project / Contract. This action will be without prejudice to any other action that BHEL can take under Law and the Contract to safeguard interests of BHELm. After successful execution of one work with a consortium partner under direct orders of BHEL, the Prime Bidder shall be eligible for becoming a 'standalone' bidder for works similar to that for which consortium partner was engaged, for subsequent tenders.n. The Consortium partner shall submit SD equivalent to 1% of the total contract value in addition to the SD to be submitted by the Prime Bidder for the total contract value. |
|--|--|

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

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

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Format -1 & Format-2

Not applicable

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ANNEXURE - 2

CHECK LIST

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

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

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

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

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

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

1. ~~For Manufacturing Enterprises:~~ Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No. S.O.1722(E) dated October 5, 2006:
RsLacs
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:
RsLacs
3. ~~For Enterprises~~ (having EM-II Certificate/ valid NSIC Certificate or Udyog Aadhar Memorandum): Investment in plant and machinery or equipment is Rs Lacs and turnover is Rs. Lacs (as notified in MSME notification no. S.O. 2119 (E) dated 26.06.2020)
4. ~~For Enterprises~~ (having EM-II Certificate/ valid NSIC Certificate or Udyog Aadhar Memorandum): Investment in plant and machinery or equipment is Rs Lacs and turnover is Rs. Lacs (as notified in MSME notification no. S.O. 2119 (E) dated 26.06.2020)

(Strike off whichever is not applicable)

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

Or

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

Or

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

~~Date:~~

~~(Signature)~~

~~Name:~~

~~Membership Number:~~

~~Seal of the Chartered Accountant~~

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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/NTPRT-PT PLANT/2972} 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/NTPRT-PT PLANT/2972

~~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

Not applicable

**BHEL PSWR
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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/NTPRT-PT PLANT/2972

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

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

Place:

Date:

**BHEL PSWR
Notice Inviting Tender**

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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: _____

**BHEL PSWR
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Annexure-10

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

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

To,

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

Dear Sir,

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

Ref : 1) NIT/Tender Specification No: BHE/PW/PUR/NTPRT-PT PLANT/2972,
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/NTPRT-PT PLANT/2972,
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:

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

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

Manager Purchase, Email: vivekjha@bhel.in,

GM Purchase, Email: pkbiswas@bhel.in. Ph: +91 – 712 – 2858 – 633

1. Refer the abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' which is available at www.bhel.com on "supplier registration page" at the following link: https://www.bhel.com/sites/default/files/suspension_guidelines_abridged.pdf
2. All Statutory Requirements as applicable for this project shall be complied with.
3. Following clause shall form part of the HSE documents issued under Chapter IX of Volume IB 'Special Conditions of Contract'

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

4. BHEL Fraud Prevention Policy: "The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice."
5. ~~"Pradhan Mantri Kaushal Vikas Yojna: The contractor shall, at all stages of work deploy skilled/semi-skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute/Industrial Training Institute/ National Institute of Construction Management and Research (NICMAR), National Academy of Construction, CIDC or any similar reputed and recognized Institute managed/ certified by State/ Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/semi-skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer-in-Charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer-in-Charge. Failure on the part of contractor to obtain approval of Engineer-in-Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate of Rs.100 per such tradesman per day. Decision of Engineer-in-Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding".~~
6. **Conflict of Interest among Bidders/ Agents:**
"A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. *The bidder found to*

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

- a) they have controlling partner (s) in common; **or**
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; **or**
- c) they have the same legal representative/agent for purposes of this bid; **or**
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; **or**
- e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; **or**
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:
 - 1. The principal manufacturer directly or through one Indian agent on his behalf; **and**
 - 2. Indian/foreign agent on behalf of only one principal;

or
- g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; **or**
- h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business."

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

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ICICI Bank Ltd.
IDBI Ltd.
Punjab National Bank
Standard Chartered Bank
State Bank of Travancore
State Bank of Hyderabad
Syndicate Bank

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

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

8. Broad Terms & Conditions of Reverse Auction:

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

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

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

Note:-

1. No benefits to MSE bidders w.r.t Reverse Auction Guidelines as available on www.bhel.com against works contract.
2. In case of enquiry through e-procurement, the sealed electronic price bid (e-bid) is to be treated as sealed envelope price bid.
3. Reverse Auction will be conducted if two or more bidders are techno-commercially qualified. In case of two or three qualified bidders, there shall be no elimination of H1 bidder (whose quote is highest in sealed envelope price bid). In case of four qualified bidders, the H1 bidder shall be eliminated whereas in case of five qualified bidders, H1 & H2 bidders shall be eliminated. However, in case of six or more qualified bidders are available, RA would be conducted amongst first 50% of the bidders arranged in the order of prices from lowest to highest. Number of bidders eligible for participating in RA would be rounded off to next higher integer value if number of qualified bidders is odd (e.g. if 7 bids are qualified, then RA will be conducted amongst lowest four bidders). However, there will be no elimination of qualified bidders who are MSE or qualifying under PPP-MII, Order 2017, provided their bids are within their respective margin of purchase preference {**presently 15% for MSEs and 20% for PPP-MII**, or as amended from time to time}.

In case of multiple H1 bidders, all H1 bidders (except MSEs and bidders qualifying under PPP-MII, Order 2017, who are within the margin of purchase preference) shall be removed provided minimum two bidders remain in fray, else no H1 removal.

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. Following clause of GCC shall not be applicable

- Overrun Compensation (Clause no. 2.12 of GCC)
- PVC (Clause no. 2.17 of GCC)
- Retention Amount (Clause no. 2.22 of GCC)
- Secured recoverable advance (Clause no 2.13 of GCC)

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

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

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

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

12. Clause for Existing Contractor:

Existing Contractor to whom the subject work has been awarded earlier by BHEL shall not be eligible to quote against this tender.

- i). In case Previous contractor/supplier is The Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor.
 - ii). In case Previous contractor/supplier is The Partnership Firm, any firm comprising of same partners/ some of the same partners (but not including any new partner); or sole proprietorship firm owned by any partner(s) as a sole proprietor.
- 15.** Subject work is under execution by other agency. The scope of works under this tender specification also include works left over by the earlier agency on “as is where is” basis as detailed in the TCC. Apart from above information, the bidder should go through all the conditions of the tender prior to bidding

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Annexure-13 for Bid Security Declaration

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

To,

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

Dear Sir/Madam,

Sub: Bid Security Declaration

E-Tender Spec No: BHE/PW/PUR/NTPRT-PT PLANT/2972

JOB Description : Engaging agency for PT plant Mechanical work 3 X800 MW Patraru Project

1. I/We Mr/ Ms..... authorised person to sign the bid documents for tender pertaining to the captioned scope do hereby declare that I/We have gone through the entire tender documents including terms and condition mentioned in the tender documents and undertake to comply with them.
2. I/We further declare that we will not withdraw our bid or modify our offer during the period of validity of the bid after the deadline for submission of such documents.
3. If I/we withdraw or modify the bids during the period of validity, or if I/We are awarded the contract and fail to sign the contract, if applicable or to submit security deposit as defined in the tender document/LOA, we will be suspended for the period of time as specified in the tender document from being eligible to submit bids/proposals to BHEL.

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

Place:

Date:

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TECHNICAL CONDITIONS OF CONTRACT (TCC)

BHARAT HEAVY ELECTRICALS LIMITED



TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - I: Project Information

Project Information

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

The latitudes and longitudes of the site are as follows:

Main Plant & Township:

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

Nearest Town : Patratu (3Km)
Nearest City : Ranchi (35Km)
Nearest Rly Station : Patratu (4Km)
Nearest Airport : Ranchi (45Km)
Nearest Seaport : Kolkata (424 Km)
The vicinity map of the project is shown below



TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - II: Scope of Works and Technical Specifications

Pre Treatment Plant –Erection work – NTPC Patratu Project

SCOPE OF WORKS

- A. The scope of work includes PROVIDING SKILLED AND UNSKILLED MANPOWER FOR various physical mechanical type work execution and associated work like material Handling at site stores / storage yard, transporting to site, inspection/verification, pre-assembly, mechanical equipment erection, MS/CS/PVC/HDPE pipes welding/jointing, fixing of supports, water flushing, DPT & hydro testing, surface finish, application of primer & finish paints, including labeling & flow direction on the Equipments, piping & Equipments, equipment alignment, assistance for pre-commissioning, commissioning, trial operation activities in Pre Treatment Plant at 3 x 800 MW Patratu project.

Manpower	Category	No. of Persons	Days	
		I	II	
Site-in charge cum Engineer/ Supervisor	Site-in charge	1	120	
Foreman	Skilled	1	120	
Welder	Skilled	2	120	
Gas cutter	Skilled	1	120	
Fitter (Pipe+Tank)	Skilled	2	120	
Electrician	Skilled	1	120	
MM Manpower	Semi-Skilled	1	120	
Grinder Man	Skilled	2	120	
Rigger	Skilled	3	120	
Helper/Cutter	Un-Skilled	5	120	

- B. It is to be noted that this work is left out work OR Balance work in PTP which is originally supplied by M/s CWL and partially erected at site. Bidder responsibility will be to complete balance work in PT plant and Execution work for Pre-Treatment Plant Mechanical package completion as per BHEL Engineer instruction following given drawings/documents etc. Pre-Treatment plant work consisting of work in DM/PT Clarifier, Aerator, Gravity filter, interconnecting channels, Backwash & Sludge sump, Thickener system including Tank fabrication, Portable water systems, Various inlet/Outlet piping, Chemical (Alum, PAC, Lime, PE etc.) with dosing systems in chemical house. Work also involved for assistance during commissioning of respective Equipment & systems.

Inclusion & Exclusion in SCOPE:

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - II: Scope of Works and Technical Specifications

1.Erection material for requisite work shall be in BHEL scope.

2.Tools and Plants, safety equipment's of manpower engaged is in Bidders scope. This includes welding machine set, welding electrode heater, grinder, gas cutting set including empty cylinders, drill machine, slings, hooks, D shakels, HDPE pipes jointer/pipe threading machine, scaffolding pipes/clamps (100 Nos), DPT testing kit or any other minor items as essential to execute the work. Bidder shall ensure all PPEs availability during work execution.

3.Safety supervisor/Engineer and Quality inspector for necessary coordination work of Safety and Quality is in BHEL scope. However Daily permit shall be obtained from BHEL before start of work.

4.Deployment of Experienced engineered who has exclusive expertise in Pre Treatment Package work execution is in Bidder scope.

5.Exprinced supervisor engaged by agency shall be responsible for arriving Daily/weekly WORK Plan in agreement with BHEL engineer. Arranging mutually agreed work PLAN execution from deployed manpower will be responsibility of bidding agency.

6.Agency performance shall be linked/reviewed with reference to monthly PLAN and in case delays are solely attributable to agency, LD shall be levied.

7. Agency has to arrange welder qualification testing and customer/BHEL approval is required. Welder test period/any idealing period till BHEL/Customer approval is not payable under manpower charges/rates quoted. Manpower certification by BHEL shall be based on actual engagement of manpower for respective skilled/unskilled work expected as per mutual agreed PLAN. Time required for gate pass preparation/police verification/medical fitness certification will not be considered in payment certification. It is agency responsibility to take care of it promptly after necessary mutual agreed PLAN of deputation.

8. Consumable as required for weekly basis work plan shall be assessed jointly with BHEL. Agency shall arrange LOCAL procurement within 2 days of BHEL instruction so as to NOT hamper planned work.

9. Consumable that required LOCAL purchase are as below: Fasteners/gaskets/anchor bolts/grouting cements/chemicals/gear oil/ Welding electrodes, Oxygen / Acetylene / Argon /Nitrogen etc gas. This list is tentative and for information purpose. Some minor items (valued less then Rs. 20000/-) not listed specifically may require to be arranged by agency as and when required.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - II: Scope of Works and Technical Specifications

10. Assistance of unskilled / skilled manpower for PTP pre commissioning, commissioning/ trial operation shall be given as per BHEL PLAN to be done weekly basis with BHEL engineer.

11. Worker should have proper PPE for handling of chemicals during Pre-commissioning, commissioning & Trial operation of PT plant.

12. Contractor will assist during any kind of maintenance of equipment of PT plant till handing over of respective equipment/systems.

13. Contractor will do necessary arrangement for Buffing, Primer & Painting of equipment, Pipe & clarifier, channels etc if CWL fail to execute the painting works in PT plant as per BHEL Engineer instruction.

14. Working hours considered for all manpower is 08:00 Hrs to 20:00 Hrs including 1 Hr lunch break. Rate quoted shall be man-month basis with working from 08:00 to 20:00 Hrs daily. Sunday working time will be 08:00 to 14:00 Hrs.

15. HR clearance shall be obtained from customer with submission of all required HR related documents ie. Wage, PF, ESI, Group insurance, Bonus & other statutory clearances etc.

16. Agency supervisor shall assist to prepare protocol or other documentation as required and approach customer to arranging certification of work done as per BHEL engineer guidance/instructions.

17. Material Procurement by Bidder/Agency:

“Based on prior approval of BHEL engineer / certification, Agency shall make their own arrangement for Misc. Items/non-BBU items/ Consumables material etc. to value limited to Rs. 6,00,000/- in case the same is not available for Free issue material from BHEL. This will be applicable for small value items like pipes fittings/flanges/elbows/ Reducer/Tee/clamps of MS,CS,CPVC etc. as applicable for PT Plant in local market for hiring of Hydra/ cranes for equipment/ material transportation at site. It also includes Gaskets/fasteners/anchor bolts/gear oil/chemicals/grouting cement/welding electrodes/PVC jointing solution etc. This is not the exhaustive list.

Above procurement as advised by BHEL, it shall be from approved source/dealer only and agency shall take BHEL MDCC/clearance before actual supply of it. Further rate of above items and payment of the same shall be mutually agreed at that time based on prevailing market rate. Payment against this clause shall be done only after material receipt at site and its verification from BHEL Or Customer as applicable. (Being small value items and local purchase-most of time purchase will involve non TAX invoice i.e cash memo purchase. BHEL engineer shall verify reasonability/general market rates and will certify for payment. Material receipt shall be verified by BHEL MM engineer.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

SCOPE OF CONTRACTOR / BHEL (SCOPE MATRIX)

Sl.No.	Description	Scope to be taken care by		Remarks
		BHEL	Bidder	
1.3.1	PART I			
1.3.1.1	ESTABLISHMENT			
1.3.1.1.1	FOR CONSTRUCTION PURPOSE:			
1.3.1.1.1.1	Open space for office	Yes		
1.3.1.1.1.2	Open space for storage	Yes		
1.3.1.1.1.3	Construction of bidder's office, canteen and storage building including supply of materials and other services		Yes	For respective T&P
1.3.1.1.1.4	Bidder's all office equipment's, office / store / canteen consumables		Yes	
1.3.1.1.1.5	Canteen facilities for the bidder's staff, supervisors and engineers etc.		Yes	
1.3.1.1.1.6	Firefighting equipment's like buckets, extinguishers etc.	Yes	Yes	
1.3.1.1.1.7	Fencing of storage area, office, canteen etc. of the Bidder		Yes	
1.3.1.1.2	FOR LIVING PURPOSES OF THE BIDDER			
1.3.1.1.2.1	Open space		Yes	
1.3.1.1.2.2	Living accommodation		Yes	
1.3.1.2	ELECTRICITY			
1.3.1.2.1	Electricity of Voltage 415 / 440 V For construction Purposes			
1.3.1.2.1.1	Single point source	Yes		2 sources at different locations free of charges
1.3.1.2.1.2	Further distribution for the work to be done which include supply of materials and execution		Yes	All Material for source extension up to 50 meter in agency scope
1.3.1.2.2	Electricity for the office, stores, canteen, labour colony etc. of the bidder which include:		Yes	
1.3.1.2.2.1	Distribution from given point including supply of materials and service		Yes	

TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

Sl.No.	Description	Scope to be taken care by		Remarks
		BHEL	Bidder	
1.3.1.2.2.2	Supply, installation and connection of material of energy meter including operation and maintenance		Yes	Not required
1.3.1.2.2.3	Duties and deposits including statutory clearances for the above		Yes	
1.3.1.2.2.4	Demobilization of the facilities after completion of Works		Yes	
1.3.1.2.3	Electricity for living accommodation of the bidder's staff, engineers, supervisors etc. on the above lines		Yes	
1.3.1.3	WATER SUPPLY			
1.3.1.3.1	For construction purposes:			
1.3.1.3.1.1	Making the water available at single point	Yes		
1.3.1.3.1.2	Further distribution as per the requirement of work including supply of materials and execution		Yes	
1.3.1.3.2	Water supply for bidder's office, stores, canteen etc.		Yes	
1.3.1.3.2.1	Making the water available at single point		Yes	
1.3.1.3.2.2	Further distribution as per the requirement of work including supply of materials and execution		Yes	
1.3.1.4	LIGHTING			
1.3.1.4.1	For construction work (supply of all the necessary materials) At office storage area At the preassembly area At the construction site /area		Yes	
1.3.1.4.2	For construction work (Execution of the lighting work / arrangements) At office storage area At the preassembly area At the construction site /area		Yes	
1.3.1.5	COMMUNICATION FACILITIES for site operations of the bidder			
1.3.1.5.1	Telephone, Fax, internet, intranet, email etc.		Yes	
1.3.1.6	COMPRESSED AIR SUPPLY			
1.3.1.6.1	Supply of Compressor and all other equipment's required for compressor & compressed air system including pipes, valves, storage systems etc.	Yes		

TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

Sl.No.	Description	Scope to be taken care by		Remarks
		BHEL	Bidder	
1.3.1.6.2	Installation of above system and operation & maintenance of the same	Yes		
1.3.1.6.3	Supply of the all the consumables for the above system during the contract period		Yes	
1.3.2	PART II			
1.3.2.1	CONSTRUCTION FACILITIES			
1.3.2.1.0	Engineering works for construction			
1.3.2.1.1	Providing the erection drawings for all the equipment's covered under this scope	Yes		
1.3.2.1.2	Drawings for construction methods		Yes	In consultation with BHEL
1.3.2.1.3	As-built drawings – wherever deviations observed and executed and also based on the decisions taken at site- example – routing of small bore pipes	Yes		-do-
1.3.2.1.4	Shipping lists etc. for reference and planning the activities	Yes		-do-
1.3.2.1.5	Preparation of site erection schedules and other input requirements	Yes		-do-
1.3.2.1.6	Review of performance and revision of site erection schedules in order to achieve the end dates and other commitments	Yes		
1.3.2.1.7	Weekly erection schedules based on SI No 1.3.2.1.5		Yes	
1.3.2.1.8	Daily erection / work plan based on SI No 1.3.2.1.7		Yes	
1.3.2.1.9	Periodic visit of the senior official of the bidder to site to review the progress so that works are completed as per schedule. It is suggested this review by the senior official of the bidder should be done once in every two months at BHEL HQ/site		Yes	
1.3.2.1.10	Preparation of preassembly bay		Yes	

TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

1.3.3 OPEN SPACE:

- 1.3.3.1 Minimum Open space as made available by customer will be provided at free of charges to the contractor, for construction of temporary office shed, contractor's stores shed(s).
- 1.3.3.2 BHEL shall not provide to the contractor any residential accommodation to any of his staff and the contractor has to make his own arrangements. Contractor has to make his own arrangements for labour colony.
- 1.3.3.3 Location and area requirement for office / storage sheds / fabrication yard shall be discussed and mutually agreed to.

1.3.4 ELECTRICITY:

- 1.3.4.1 The construction power will be provided at 2 points for construction purpose in free of charge basis and the further distribution is to be arranged by the bidder at his cost with necessary isolator/LCB etc.
- 1.3.4.4 Provision for distribution of electrical power from the given common point to the required places with proper distribution boards, approved cables and cable laying including supply of all materials like cables, switch boards, pipes etc., observing the safety rules laid down by electrical authority of the State / BHEL / their customer with appropriate statutory requirements shall be the responsibility of the tenderer / contractor.
- 1.3.4.5 BHEL is not responsible for any loss or damage to the contractor's equipment as a result of variations in voltage / frequency or interruptions in power supply.

1.3.5 CONSTRUCTION WATER:

- 1.3.5.1 Water (Raw water) required for construction purposes including testing of Equipments will be provided at one single point in the nearest storage tank located inside the plant area. The required pumps & accessories, pipes for drawing water from the storage tank and further distribution will be arranged by the contractor at their cost.

1.3.6 DRINKING WATER:

- 1.3.6.1 Bidder shall provide drinking water at the work spot at their cost.

1.3.7 VOID
1.3.8 VOID

1.3.9 GASES:

- 1.3.9.1 All the required gases like Oxygen / Acetylene / Argon /Nitrogen required for work **shall be arranged/supplied by the Contractor. BHEL shall reimburse the gas filling COST to agency on** monthly basis as per Special provision done in contract for same. It shall be the responsibility of the contractor to arrange empty cylinder and its filling etc to plan the activities and store sufficient quantity of these gases. Non- availability of gases cannot be considered as reason for not attaining the required progress.
- 1.3.9.2 VOID
- 1.3.9.3 The contractor shall submit weekly / fortnightly / monthly statement report regarding consumption of all consumables for cost analysis purposes.
- 1.3.9.4 VOID
- 1.3.9.5 The contractor shall submit weekly/ fortnightly/ monthly statement report regarding consumption of all consumables for cost analysis purposes.
- 1.3.9.6 The contractor shall ensure safe keeping of the inflammable cylinder at a separate place away from normal habitable area with proper security etc.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

1.3.10 ELECTRODES SUPPLY AND STORAGE

It shall be the responsibility of the contractor to obtain prior approval of BHEL, before procurement regarding, suppliers, type of electrodes etc. On receipt of the electrodes at site, it shall be subject to inspection and approval by BHEL. The contractor shall inform BHEL details regarding type of electrodes, batch number and date of expiry etc.

Shortage of any of the electrodes or the equivalent suggested by BHEL shall not be quoted as reason for deficiency in progress or for additional rate.

All electrodes shall be baked / dried in the electrode drying oven to the temperature and period specified by the BHEL Engineer before they are used in erection work and each welder should be provided with one portable electrode drying oven at the work spot. Electrode drying oven and portable drying ovens shall be provided by contractor at his cost.

1.3.11 MATERIAL SUPPLY:

BHEL will supply the materials/equipment indicated in the weight schedule from their respective manufacturing units which are to be executed by the bidder. Weight as specified in packing slip, invoice, datasheet, drawing shall be binding on contractor for work measurement and payment.

1.3.13 LIGHTING FACILITY:

Adequate lighting facilities such as flood lamps, hand lamps and area lighting shall be arranged by the contractor at the site of construction, pre assembly yard and contractor's material storage area etc. at his cost. In emergency/urgent cases contractor has to work in night shift to achieve targeted work for which lighting shall be arranged by the contractor.

1.3.14 CONTRACTOR'S OBLIGATION ON COMPLETION

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

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - IV: T&PS and MMEs TO BE DEPLOYED BY CONTRACTOR

T&PS and MMEs TO BE DEPLOYED BY CONTRACTOR

- 1.4.1 All the tools and plants required for satisfactory completion of this scope of work, except the Tools & Plants provided by BHEL are to be arranged by the contractor within the quoted rates.
- 1.4.2 For PTP work Hydraulics jacks, Crane above 15 T capacity Trailers, Winches are not expected. In case need arise for same, BHEL shall arrange it to manage relevant work. Welding generators, slings, sleepers, rails, GI Pipe threading machine, Anchor fasteners and some scaffolding pipes with clamps (maximum 100 Nos) may require for work which is to be arranged by the contractor for completion of work, as required, within the quoted rates.
- 1.4.3 Filling pump for hydro test shall be arranged by the contractor, if required.
- Necessary Hydro Test pumps / Hand Pumps for all lines up to 25bar (As applicable) are to be arranged by the contractor for testing of water lines and its interconnecting pipe lines.
- 1.4.4 In the event of contractor do not deploying T&P's as expected for work in his scope BHEL shall arrange the same, and BHEL cost shall be recovered from the contractor's running bills for his part scope.
- 1.4.5 loading and transportation for shifting of materials from stored location to working area, necessary T&P such as Trailers, Cranes, Winches, will be arranged by Bidder for execution of respective works.
- 1.4.6 BHEL shall reimburse actual cost of Trailers and hydra/Cranes engagement as required for shifting /erection of such material.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

T&Ps AND MMEs TO BE DEPLOYED BY BHEL If Required in E&C/Transport

Crane/hydra above 15 T as and when required.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – VI: Time Schedule

6.0 Time Schedule

Expected duration for engagement of manpower is 3 Months. However, considering the nature of job, grace period of 1 (One) month is applicable.

During the total period of contract, the contractor has to carry out the activities in a phased manner as required by BHEL and the program of milestone events.

Manpower deputation shall be commenced on the mutually agreed date and mutual agreed PLAN basis. Mutual agreed plan is to be decided twice in month for next 15 days manpower deputation.

COMMENCEMENT OF CONTRACT PERIOD

Work shall commence within 1 week of LOA or The date of commencement of contract period shall be the mutually agreed date between the bidder and BHEL engineer work is to be started later. In case of discrepancy the decision of BHEL engineer is final.

Note: The date of start of work should be noted in Measurement BOOK.

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TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – VII: Payment terms and Other information

- **Payment:**

Payment shall be done on monthly basis based on man month/ Man-days(as per site discretion) of respective category actually engaged wrt PLAN made.

- **QUANTITY Variation:**

Man month variation + or – 30% of tender value.

Definition

One man month : 26 working days in calendar month

One man-day : 1/26 man-moth

One man-day : 8 hrs working time (excluding lunch time0

Working hours : 08:00 to 17:00 Normal and 17:00 to 20:00 for Over time. May change as per site requirement.

Note : Over time rate shall be as 1.5 time of man-day rate quoted as per statutory regulation. Over time is applicable for skilled/ semi skilled/ unskilled manpower only. Expert is not eligible for Over time.

- **Contact period Time extension:**

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

- **GUARANTEE PERIOD**

The guarantee period of twelve months shall commence from the end of contract period. Defects attributable to contractor for workmanship related issues are to be attended by contractor FREE of cost. For failures not attributable to contractor, contractor responsibility shall be limited to providing workmen, T&P to attend the defect. Erection Material replacement shall be in BHEL scope.

Contractor to submit site status report to BHEL within 7 days of start of work for any defect works/punch points from work completed by earlier agency and not covered in BOQ given in tender. Any minor rectification/ modifications work (From above report) requiring labor service shall be in scope of agency. Any major modification to attend the defect which require new procurement for BHEL shall not be part of this tender.

- **Statutory compliance:** Agency has to follow all applicable site rules/regulation about labour engagement-insurance, wages, PF, safety etc. as notified by Government/NTPC /BHEL. Unskilled labour shall be engaged from local community as per requirement.
- **Security Deposit:** as per GCC applicable for works contracts.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – VIII: Taxes and Duties

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

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

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – VIII: Taxes and Duties

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

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

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

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

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

12. **New taxes and duties:-**Any New taxes & duties, if imposed subsequent to due date of offer submission as per NIT & TCN, by statutory authority during contract period including extension, if the same is not attributable to you, shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, you shall obtain prior approval from BHEL before depositing new taxes and duties. Benefits and/or abolition of all existing taxes must be passed on to BHEL against new Taxes, if any, proposed to be introduced at a later date.
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

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – VIII: Taxes and Duties

price bids. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.

13. For transportation work, bidder shall declare in his quotation whether he is registered under GST, if yes, whether he intends to claim GST on forward charge basis. In absence of this declaration, BHEL will proceed further with the assumption that bidder intends not to claim GST on forward charge basis. However, in case of GST registered transporter, the amount to the extent of goods and service tax will be retained till BHEL avails the credit of GST. Further, transporter shall issue tax invoice which inter alia includes gross weight of the consignment, name of the consigner and the consignee, registration number of vehicle in which the goods are transported, details of goods transported, details of place of origin and destination, GSTIN of the person liable for paying tax whether as consigner, consignee or goods transport agency, and also containing other information as mentioned under rule 46.
14. **TDS under Income Tax shall be deducted at prevailing rates on gross invoice value from the running bills unless exemption certificate from the appropriate authority/ authorities is furnished.**
15. **TDS under GST shall be deducted at prevailing rates on applicable value from the running bills.**
16. **TCS under Income Tax 1961 has been implemented with effect from 1st October 2020 for every seller having turnover more than threshold limit during financial year immediately preceding financial year in which the sale of goods is carried out, who receives any amount as consideration for sale of any goods of the value or aggregate of such value exceeding threshold limit other than export of goods or who is already covered under other provision of section 206C, collect from the buyer, TCS as per applicable rates of the sale consideration exceeding threshold limit subject to following conditions**
 - i. Buyer shall be as per clause (a) of section 206C- (1H)
 - ii. Seller shall be as per clause (b) of section 206C- (1H)
 - 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

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – VIII: Taxes and Duties

progress then bidder is compulsorily required to submit relevant financial statement in the beginning of the respective FY.

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

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

ANNEXURE-1

State wise GSTIN no.s of BHEL

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

ANNEXURE-2

BOCW Act & Cess Act

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

1. It shall be the sole responsibility of the contractor as employer to ensure compliance of all the statutory obligations under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.
2. It shall be sole responsibility of the contractor engaging Building Workers in connection with the building or other construction works in the capacity of employer to apply and 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.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – VIII: Taxes and Duties

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

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – VIII: Taxes and Duties

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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TECHNICAL CONDITIONS OF CONTRACT (TCC)
CHAPTER X –APPENDIX

PVUNL Minimum circular attached.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

Sl no.	Despcirption of Work	Unit	Qty	Percentage
1	Skilled manpower along with resources, T&Ps	Mandays	1440	60.54%
2	Unskilled manpower along with resources, T&Ps	Mandays	720	21.53%
3	semi skilled-manpower alongwith resources, T&Ps	Mandays	120	4.19%
4	Expert-manpower alongwith resources, T&Ps	Mandays	120	13.74%

Part A: Instructions to the Bidders

1. Bidders shall quote total Lump-sum rate in Rupees in VOL II PRICE BID at BHEL E-procurement Portal. Accordingly, item rate for individual item shall be derived.
2. Bidders to note that this is an '**Item rate contract**'. Payment shall be made for the actual quantities.