

E-TENDER SPECIFICATION

E-Tender Specification Number

BHE/PW/PUR/TLRPT-PM-CONSULTANCY/2711

Engagement of a consulting firm for Project Management Consultancy for timely execution of 2X660 MW NTPC Talcher Project

VOLUME - I

FOR

VOLUME I – TECHNICAL BID

THIS TENDER SPECIFICATION CONSISTS OF:

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

Bharat Heavy Electricals Limited



(A Government of India Undertaking)

Power Sector - Western Region

345-Kingsway, Nagpur-440001

CONTENTS		
Volume No	Description	Hosted in website bhel.com (Briefly) and detailed in BHEL e-Procurement Portal as files titled
NIL	Tender Specification Issue Details	(Part of <u>Vol-IA-2711</u>)
NIL	Notice Inviting Tender	(Part of <u>Vol-IA-2711</u>)
I-A	Technical Conditions of Contract	Vol-I-A-2711
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E-TENDER SPECIFICATION

E-Tender Specification Number

BHE/PW/PUR/TLRPT-PM-CONSULTANCY/2711

Engagement of a consulting firm for Project Management Consultancy for timely execution of 2X660 MW NTPC Talcher Project

EARNEST MONEY DEPOSIT: Refer Notice Inviting Tender

LAST DATE FOR TENDER SUBMISSION Refer Notice Inviting Tender

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

M/s.

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PLEASE NOTE:
THESE TENDER SPECS DOCUMENTS ARE NOT TRANSFERABLE.

For Bharat Heavy Electricals Limited

GM (Purchase)

Place: Nagpur

Date:

2711

NOTICE INVITING TENDER

Bharat Heavy Electricals Limited



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Ref: BHE/PW/PUR/TLRPT-PM-CONSULTANCY/2711

Date: 18/01/2023

NOTICE INVITING E-TENDER (NIT)

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

To,

Dear Sir/Madam,

Sub : NOTICE INVITING E-TENDER

Sealed offers in two part bid system (National competitive bidding (NCB) or International Competitive Bidding (ICB) are invited from reputed & experienced bidders (meeting [PRE QUALIFICATION CRITERIA](#) as mentioned in Annexure-1) for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Following points relevant to the tender may please be noted and complied with.

1.0 Salient Features of NIT

S No.	ISSUE	DESCRIPTION	
i	E-TENDER NUMBER	BHE/PW/PUR/TLRPT-PM-CONSULTANCY/2711	
ii	Broad Scope of job	Engagement of a consulting firm for Project Management Consultancy for timely execution of 2X660 MW NTPC Talcher 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 :20/01/2023 , Time :18:00 Closes : 03/02/2023 , 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: 03/02/2023, Time: 13.00 Hrs ▪ Place: on E-Tender Portal https://eprocurebhel.co.in	Applicable
vi	OPENING OF TENDER (Techno-Commercial Bid)	Date: 03/02/2023, Time: 17.00 Hrs Notes: (1) In case the due date of opening of tender becomes a	Applicable

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S No.	ISSUE	DESCRIPTION	
		non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day. (2) Bidder may depute representative to witness the opening of tender. For e-Tender, Bidder may witness the opening of tender through e-Procurement portal only.	
vii	EMD AMOUNT	19,00,000/- (Rupees Nineteen Lakhs Only) Important Note: MSE bidders are exempted from paying EMD	Applicable
viii	COST OF TENDER	Free	
ix	LAST DATE FOR SEEKING CLARIFICATION	One day before due date of offer submission. Along with soft version also, addressing to undersigned & to others as per contact address given below: 1) Name: Tapish Kumar/ Viveka Nand Jha Designation: Manager Deptt: Purchase Address: Floor no. 5 & 6, Shree Mohini Complex, 345 Kingsway, Nagpur-440001 Mobile-9010903666/ 9429198214 Email : tapishkhandelwal@bhel.in ; vivekjha@bhel.in 2) Mr. Kamlesh Kumar Designation: DGM Deptt: Purchase Address: Floor no. 5 & 6, Shree Mohini Complex, 345 Kingsway, Nagpur-440001 Email: kamleshbhel@bhel.in Mob: 9425554615 3) Name: R. M. Malhotra Designation: GM Deptt: Purchase Address: Floor no. 5 & 6, Shree Mohini Complex, 345 Kingsway, Nagpur-440001	Applicable
x	SCHEDULE OF Pre Bid Discussion (PBD)	30/01/2023 11:00 am to 12:00 pm VC Link→ http://bit.ly/3D5g1ht	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	

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S No.	ISSUE	DESCRIPTION
		(https://eprocure.gov.in/epublish/app) & on e-tender portal https://eprocurebhel.co.in and not in the newspapers. Bidders to keep themselves updated with all such information.

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

For Electronic Fund Transfer the details are as below:-

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

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

5.0 Procedure for Submission of Tenders:

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

Documents Comprising the e-Tender

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):

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

b. Price Bid:

- i. Prices are to be quoted in the attached Price Bid format online on e-tender portal.
- ii. The price should be quoted for the accounting unit indicated in the e-tender document.
- iii. Note: It is the responsibility of tenderer to go through the Tender document to ensure furnishing all required documents in addition to above, if any. Any deviation would result in REJECTION of tender and would not be considered at a later stage at any cost by BHEL.
- iv. A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
- v. A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

DO NOT'S

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

Digital Signing of e-Tender

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

The Requirement:

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

BHEL has finalized the e-procurement service Provider:-

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

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

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

0120-4001 002

0120-4200 462

0120-4001 005

0120-6277 787

1. Peter Raj, NIC, Ph: 9942069052

Email Support: support-eproc@nic.in

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

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.

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The contact details of the DSC certifying authority:-
please refer <http://www.mca.gov.in/> → MCA SERVICES → DSC SERVICES

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

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

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

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

Sl. no.	Description	Remarks
	Part-I-A	
	<u>ENVELOPE – I superscribed as:-</u> PART-I (TECHNO COMMERCIAL BID) TENDER NO:- NAME OF WORK:- PROJECT:- DUE DATE OF SUBMISSION:- <u>CONTAINING THE FOLLOWING:-</u>	
i. —	Covering letter/Offer forwarding letter of Tenderer.	
ii. —	Duly filled-in 'No Deviation Certificate' as per prescribed format to be placed after document under sl no (i) above. <u>Note:</u> a. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be placed after document under sl no (i) above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained. b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding. i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender	
iii. —	Supporting documents/ annexure/ schedules/ drawing etc. as required in line with Pre-Qualification criteria. It shall be specifically noted that all documents as per above shall be indexed properly and credential certificates issued by clients shall distinctly bear the name of organization, contact ph. no, FAX no, etc.	
iv. —	All Amendments/Correspondences/Corrigenda/Clarifications/Changes/	

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	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 : <u>Technical</u> Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc.	
ix. —	Volume — I B : Special Conditions of Contract (SCC)	
x. —	Volume — I C : General Conditions of Contract (GCC)	
xi. —	Volume — I D : Forms & Procedures	
xii. —	Volume — II (UNPRICED — without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item	
xiii. —	Any other details preferred by bidder with proper indexing.	

	<u>PART-I B</u>	
	ENVELOPE — II superscribed as: 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	

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

	<u>OUTER COVER</u>	
	ENVELOPE-IV (MAIN ENVELOPE / OUTER ENVELOPE) superscribed as: TECHNO-COMMERCIAL BID, PRICE BID & EMD TENDER NO: NAME OF WORK:	

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	PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING:	
i	☐ Envelopes I ☐ Envelopes II ☐ Envelopes III	

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

- 7.0 Deviation with respect to tender clauses and additional clauses/suggestions in Techno-commercial bid / Price bid shall NOT be considered by BHEL. Bidders are requested to positively comply with the same.
- 8.0 BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).
- 9.0 Void
- 10.0 Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc. before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.
- 11.0 For any clarification on the tender document, the bidder may seek the same in writing or through e-mail and/or through e-procurement portal, 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

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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

- (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:	R M Malhotra/ GM (Purchase)	Tapish Kumar/Viveka Nand JhaManager (Purchase)
Dept:	Purchase Department	
Address:	Floor No. 5 & 6, Shreemohini Complex, 345 Kingsway, Nagpur-440001	
Email:	rmalhotra@bhel.in	tapishkhandelwal@bhel.in ; vivekjha@bhel.in
Phone:	0712-2858633	9010903666/ 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.

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19.0 **Reverse Auction:** Not Applicable

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

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

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

23.0 Void

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

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

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

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

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

Explanation

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

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4. *Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;*
5. *In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.*

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

Note:

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

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

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

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

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

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

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

35.0 **Order of Precedence:**

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

- a. Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL
- b. Notice Inviting Tender (NIT)
- c. Price Bid
- d. Technical Conditions of Contract (TCC)—Volume-1A

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- e. General Conditions of Contract (GCC) —Volume-1C
 - f. Forms and Procedures —Volume-1D

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

For BHARAT HEAVY ELECTRICALS LTD

(Addl. General Manager - Purchase)

Enclosure:

- 01. Annexure-1: Pre Qualifying Requirements.
- 02. Annexure-2: Check List.
- 03. Annexure-3: Non Disclosure Agreement
- 04. Annexure-4: Letter of Comfort
- 05. Annexure-5: Not Applicable
- ~~06.~~ Annexure-6:-Not Applicable
- 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	Engagement of a consulting firm for Project Management Consultancy for timely execution of 2X660 MW NTPC Talcher Project								
TENDER NO	BHE/PW/PUR/TLRPT-PM-CONSULTANCY/2711								
Sl. No.	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	Technical PQR	APPLICABLE							
	B.1: Bidder should have Executed Similar Works* for any one of the following in the last seven years from latest date of bid submission:								
	B.1.1) Executed One work of value not less than ₹ 800 Lakhs. OR								
	B.1.2) Executed Two works each of value not less than ₹ 500 Lakhs. OR								
	B.1.3) Executed Three works each of value not less than ₹ 400 Lakhs. And								
	B.2): Bidder shall provide a list of team members who will be driving this project till completion of the contract. The team, mandatorily constituting full-time employees shall include minimum, i) One Lead Partner/ Director/ equivalent, who will be designated as Project Director; ii) One Commercial Manager; iii) Technical Lead Consultants. Minimum experience required of the team is as under:								
	<table><tr><td>Project Director</td><td>Min. 15 years of experience in infrastructure/power plant and completed atleast 1 project as Project Director in large power projects (Power Project with Capex value above 500 Crore).</td></tr><tr><td>Commercial Manager</td><td>Min. 10 years of experience in Contract management in large infrastructure projects (Infrastructure Project with Capex value above 500 Crore) and have consultancy experience of min 5yrs.</td></tr><tr><td>Project Management (2 nos. approx.)</td><td>Min. 10 years of experience in Project management in large infrastructure projects (Infrastructure Project with Capex value above 500 Crore) and have consultancy experience of min 5yrs.</td></tr></table>	Project Director	Min. 15 years of experience in infrastructure/power plant and completed atleast 1 project as Project Director in large power projects (Power Project with Capex value above 500 Crore).	Commercial Manager	Min. 10 years of experience in Contract management in large infrastructure projects (Infrastructure Project with Capex value above 500 Crore) and have consultancy experience of min 5yrs.	Project Management (2 nos. approx.)	Min. 10 years of experience in Project management in large infrastructure projects (Infrastructure Project with Capex value above 500 Crore) and have consultancy experience of min 5yrs.		
Project Director	Min. 15 years of experience in infrastructure/power plant and completed atleast 1 project as Project Director in large power projects (Power Project with Capex value above 500 Crore).								
Commercial Manager	Min. 10 years of experience in Contract management in large infrastructure projects (Infrastructure Project with Capex value above 500 Crore) and have consultancy experience of min 5yrs.								
Project Management (2 nos. approx.)	Min. 10 years of experience in Project management in large infrastructure projects (Infrastructure Project with Capex value above 500 Crore) and have consultancy experience of min 5yrs.								

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Technical Lead (4 nos. approx.)	Min. 10 years of experience in Project management and min 5yrs of experience of respective discipline in Power plant construction and Execution.
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CVs of all the Team Members proposed to be deployed for this project, duly certified by CEO/Country Head/Director to be attached. Acceptance of CVs is subject to approval by BHEL. Consulting firm may deploy more resources as per the requirement of the project

And

B.3) Quality Based Selection Criteria:

Bidder must achieve S_T score of at least 70 marks.

S_T is defined as $S_T = 100 \times T / T_H$

Where T (Technical Score) = Marks scored in the following criteria

& T_H (Maximum Technical Score) = Maximum Marks scored by any bidder in the following criteria

Sl. No.	Criteria	Max marks	Scale/ scheme of marking
a	Average annual turnover (T.O.) of the bidder from consulting works during last three years 2019-20, 2020-21 & 2021-22. In case, the bidder is following calendar year as their accounting year, the equivalent period for considering annual turnover is 2019, 2020 & 2021.	15	I. If T.O. $\geq$ 500 Cr: 15 marks II. If T.O. $\geq$ 400 Cr and T.O. $<$ 500 Cr : 12 Marks III. If T.O. $\geq$ 300 Cr and T.O. $<$ 400 Cr : 9 Marks IV. If T.O. $\geq$ 200 Cr and T.O. $<$ 300 Cr : 6 Marks V. If T.O. $\geq$ 100 Cr and T.O. $<$ 200 Cr : 3 Mark VI. If T.O. $<$ 100: 1 Mark
b	Experience of the bidder (max marks: 60)		
i.	Number of Similar works* undertaken in India in last seven Yrs.	20	10 orders and above – 20 mark 9 orders – 18 mark 8 orders – 16 Mark 2 orders – 4 mark 1 orders – 2 mark Scoring based on normalization with above ceiling.
ii.	Number of Consultancy work successfully and	10	5 orders and above – 10 mark

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	timely completed by Consultant, each assignment having a value of at least USD 488,000 (global)/ Rs 400 lacs (India) in last seven Yrs. (Certificate from customer of bidder for successfully and timely completion of consultancy work to be provided)		4 orders – 8 mark 3 orders – 6 mark 2 orders – 4 mark 1 orders – 2 mark	
iii.	Number of Consultancy work undertaken by Consultant, in non-government organization/PSU each assignment having a value of at least USD 488,000 (global)/ Rs 400 lacs (India) in last seven Yrs.	10	5 orders and above – 10 mark 4 orders – 8 mark 3 orders – 6 mark 2 orders – 4 mark 1 orders – 2 mark	
iv.	Number of Consultancy work undertaken by Consultant among Indian Navratna/ Maharatna CPSEs/Govt. (State/Central/UT), each assignment having a value of at least Rs. 400 lacs in last seven Yrs.	10	5 orders and above – 10 mark 4 orders – 8 mark 3 orders – 6 mark 2 orders – 4 mark 1 orders – 2 mark	
v.	Experience of Bidder in Consulting business. (Shall be counted from date of incorporation or MOA/AOA of the agency for consultancy work, whichever is later). In case of experience in decimal, Experience of bidder shall be rounded down to nearest integer.	10	20 yrs. and above – 10 Mark 19-18Yrs – 9 mark 17-16Yrs – 8 mark 3-2Yrs – 1 mark 1 Yr – 0 mark Scoring based on normalization with above ceiling.	

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	c.	General Profile of Qualification, Experience & no. of Key staff. (Max marks: 25)		
	i.	Number of Similar works* in which proposed Project Director was involved (in any role). (Certification from CEO/Board of Director /Country Head/ Company Secretary of Bidder)	15	5 orders and above – 15 mark 4 orders – 12 mark 3 orders – 9 mark 2 orders – 6 mark 1 orders – 3 mark
	ii.	Pool of experts - Number of professionals on role of the consulting firm with Min. 10 years of experience in installation/commissioning of Power plant project (Certification from CEO/Board of Director/Country Head/ Company Secretary of Bidder)	10	10 no of experts and above – 10 mark 9 no – 9 mark 8 no – 8 mark 7 no – 7 mark 6 no – 6 mark 5 no – 5 mark 4 no – 4 mark 3 no – 3 mark 2 no – 2 mark 1 no – 1 mark
		Total	100	
*“Similar work” is defined as Consultancy engagement involving <u>“Project management and/or cost reduction and/ or timely execution strategies and/or its implementation”</u> in Utility / Energy sector (Refer Global Industry Classification Standard (GICS) 2018, S&P Global, MSCI https://bit.ly/2OnXK52)				
C.1	Bidders must have achieved an average annual financial turnover (audited) of Rs. 285 lakh or more over last three Financial Years (FY) i.e 2019-20 , 2020-21 & 2021-2022’. In case, the bidder is following calendar year as their accounting year, the equivalent period for considering annual turnover is 2019, 2020 & 2021.			APPLICABLE
C.2	NETWORTH (only in case of Companies) Net worth of the Bidder based on the latest Audited Accounts as furnished for ‘C-1’ above should be positive.			APPLICABLE
C.3	PROFIT Bidder must have earned profit in any one of the three Financial Years as applicable in the last three Financial Years as furnished for ‘C-1’ above.			APPLICABLE
C-4	Bidder must not be under Bankruptcy Code Proceedings (IBC) by NCLT or under Liquidation / BIFR, which will render him ineligible for participation in this tender, and shall submit undertaking (Annexure-8) to this effect.			APPLICABLE
D	Assessment of Capacity of Bidder			Not

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		APPLICABLE
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 Price Bid evaluation The formula for determining Financial Score (S_f) is: The bid with the lowest cost (F_m) shall be given a Financial score (S_f) of 100. The Financial scores of all other bidders will then be computed as follows: $S_f = 100 \times F_m / F$ where F = the amount indicated in the Price bid of respective bidder. Modality of Award of contract is given in Annexure 12.	Applicable-By BHEL
G	Consortium tie-ups	NOT APPLICABLE

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

Explanatory Notes for PQR B.1 (Technical)

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

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

Where

P = Updated value of work

R = Value of executed work

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

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

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

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

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- The evaluation currency for this tender shall be INR.

Explanatory Notes for PQR -C (Financial):

C-1:

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

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

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

Net worth = Paid up share capital + Reserves

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

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

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

Common Explanatory Notes:

1. For evaluation of PQR, in case Bidder alone does not meet the pre-qualifying technical criteria B1 above, bidder may utilize the experience of its Parent/ Subsidiary 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. Experience of the sister concerns from all International office locations of the bidder shall

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also be acceptable in case of global project references.

- 5. For various evaluation parameters in B.3 above, only completed/undertaken works (works starting and, 90% or more scope completing during the said period) shall be considered as consulting engagements.**
6. For evaluation if one or more consultants have worked on the same project, these will be considered as separate for the individual consultants
7. Bidders need to submit **Annexure A (Experience of the consulting firm) & Annexure B (CV of Team Members)** wherever applicable to establish qualification.

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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**ANNEXURE-B
CV of Team Members**

(Please attach a separate sheet for Lead Partner, Project Manager & Consultants)

1	Name of the Team Member	
2	Current Designation in the firm	
3	Proposed position in this assignment	
4	Years in the Firm	
5	Date of Birth	
6	Nationality	
7	Education Qualification	
8	No. of years of consulting experience	
9	No. of years of consulting experience in similar works	
10	Area of Expertise	
11	Major Achievements	

I/ We, the undersigned, certify that, to the best of my/ our knowledge and belief, this profile correctly describes the team member, his/ her qualifications, and his/ her experience. I/ We understand that any wilful misstatement described herein may lead to disqualification or dismissal of the team member, if engaged.

In case any of the above information is found to be false or untrue or misleading or misrepresenting, I/ we am/ are aware that I/ we may be held liable for it and BHEL has the right to reject the offer in full or part without assigning any reasons, whatsoever.

Place & date

Signature & seal of the Authorized Signatory

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Format-1

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

To,

.....

.....

Dear Sir,

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

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

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

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

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Format-2

Undertaking from the Parent Company/ Subsidiary Company of the bidder

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

From,
Name:
Full Address:

Telephone No.:
E-mail address:
Fax/No.:

To,

Dear Sir,

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

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

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

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

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

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

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

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

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ANNEXURE - 2

CHECK LIST

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

1	Name and Address of the Tenderer		
2	Details about type of the Firm/Company		
3.a	Details of Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
3.b	Details of alternate Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
4	EMD DETAILS	DD No: Date : Bank : Amount: <u>Please tick (√) whichever applicable:-</u> ONE TIME EMD / ONLY FOR THIS TENDER	
5	Validity of Offer	TO BE VALID FOR SIX MONTHS FROM DUE DATE	
		APPLICABILITY (BY BHEL)	ENCLOSED BY BIDDER
6	Whether the format for compliance with PRE QUALIFICATION CRITERIA (ANNEXURE-1) 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, as applicable	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 (Form F-01 of Vol ID)	Applicable/ Not Applicable	YES/NO
12	Declaration by Authorized Signatory (Form F-02 of Vol ID)	Applicable/ Not Applicable	YES/NO
13	No Deviation Certificate ((Form F-03 of Vol ID)	Applicable/ Not Applicable	YES/NO
14	Declaration confirming knowledge about Site Conditions (Form F-04 of Vol ID)	Applicable/ Not Applicable	YES/NO

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15	Declaration for relation in BHEL (Form F-05 of Vol ID)	Applicable/ Not Applicable	YES/NO
16	Non-Disclosure Agreement	Applicable/ Not Applicable	YES/NO
17	Bank Account Details attested by Bank 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 (Form F-26 of Vol ID)	Applicable/ Not Applicable	YES/NO
22	Annexure-3: Non Disclosure Agreement	Applicable/ Not Applicable	YES/NO
23	Annexure-4: Letter of Comfort	Applicable/ Not Applicable	YES/NO
24	Annexure-8: Undertaking as per PQR C4 of Annexure-1 i.e. PQR	Applicable/ Not Applicable	YES/NO
25	Annexure-9: Declaration reg. Related Firms & their areas of Activities (x) Other Tender documents as per this NIT.	Applicable/ Not Applicable	YES/NO
26	Annexure-10 Declaration regarding minimum local content	Applicable/ Not Applicable	YES/NO
27	Annexure-11: Declaration regarding compliance to restrictions under rule 144 (xi) of GFR 2017	Applicable/ Not Applicable	YES/NO

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

DATE :

AUTHORISED SIGNATORY
(With Name, Designation and Company seal)

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**ANNEXURE-03
NON-DISCLOSURE AGREEMENT
(To be signed with the selected bidder)**

M/s...

(Name and details of the consulting firm)

Non-Disclosure Agreement

BHEL has appointed M/s [•] (hereinafter referred to as 'Consulting Firm') for providing services with regard to *"Engagement of a Consulting Firm for Project Management & Contract Management Consultancy at 2X660 MW NTPC Talcher Project"*

For purpose of this Agreement, "confidential information" means all information whether oral, hard copy or electronic which may be disclosed or to which the recipient may be provided access in accordance with this Agreement or which is generated as a result of or in connection with the business purposes which is generally not made available to the public.

As a condition of the consulting firm's involvement in this work with BHEL, the consulting firm will be bound by the following terms and conditions (hereinafter also the "Agreement"):

- In performing the duties for which the consulting firm has been associated with BHEL, the consulting firm may see and have access to confidential, sensitive and/or private information (hereafter "confidential information"), disclosed to him/her or known by him/her as a consequence of his/her association with BHEL and not generally known outside BHEL, consulting firm will not disclose such confidential information.
- During the consulting firm's involvement in this work & association with BHEL and after his association is completed/terminated, the consulting firm will not disclose to, discuss or share with any unauthorized person, group or department, inside or outside of BHEL, any confidential information, in any form, except to the extent such disclosure, discussion or sharing is authorized by BHEL.
- The consulting firm will not use confidential information for his/her own personal purposes.
- The consulting firm will not copy or remove any information from BHEL materials containing confidential information, except to the extent that the consulting firm is given permission to do so by BHEL.
- The consulting firm will not look at, examine, or retrieve any document, file, or database, except those to which the consulting firm is authorized to access and which are necessary for him/her to access in order to perform his/her assigned duties.
- The consulting firm will not discuss or share with any unauthorized person, group or department, inside or outside BHEL, any conclusions that the consulting firm or others

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draw from confidential information if discussing or sharing those conclusions would reveal any confidential information.

- If the consulting firm is ever uncertain whether any information is confidential or not, the consulting firm will resolve all uncertainties in favor of preserving the confidentiality of that information, and the consulting firm will seek clarification from BHEL before engaging in any conduct that could jeopardize the confidentiality of the information.
- If the consulting firm has to disclose the confidential information to a person inside BHEL, it is his/her responsibility to inform that person about the confidentiality code laid here and to make him/her accept this code before giving the confidential information to him/her.
- If the consulting firm becomes aware that a breach of confidentiality has occurred due to his/her own or others' acts or omissions, the consulting firm will immediately notify BHEL.
- Upon termination of his/her assignment or as requested by BHEL, the consulting firm will return all material containing confidential information to BHEL.
- The consulting firm has to take prior permission from BHEL w.r.t. sharing the outcome and tailored made recommendations of this study with any outside agency.

Exceptions

The confidentiality obligations shall not apply to:

- information which is, or later becomes obtainable from other non-confidential sources,
- information that was known to the recipient prior to the disclosure thereof; as evidenced by written records,
- information that the BHEL waives the recipient's duty as to the confidentiality in writing.
- disclosure of information required by law, any decree or order of Government authority, by court or statutory law, by judicial/quasi-judicial bodies, statutory bodies.

The consulting firm agrees to abide by the clauses of the Confidentiality Agreement that BHEL has executed with the consulting firm.

The obligations contained in this Agreement shall subsist for a period of five (5) years from the date of signing this Agreement and shall not terminate upon completion or termination of the Exercise or Discussions.

The provisions of this Agreement shall be governed by and construed in accordance with the laws of India and any dispute arising out of this Agreement shall be subject to the exclusive jurisdiction of the Indian courts located at New Delhi.

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Please indicate your acceptance of the terms hereof by returning the enclosed copy of the present letter countersigned by your company's legal representatives, whereupon it shall become a binding agreement.

Bharat Heavy Electricals Ltd.

Agreed and accepted by:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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**ANNEXURE-04
LETTER OF COMFORT**

(On the letterhead of parent company of the bidder)

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

Dear Sir/ Madam,

Sub: Comfort Letter

We hereby confirm that, for the work under Tender no. BHE/PW/PUR/TLRPT-PM-CONSULTANCY/2711 for Engagement of a Consulting Firm for Project Management & Contract Management Consultancy at 2X660 MW NTPC Talcher Project, [•] [the name of the parent company] is willing to provide access to all its global partners/ domain area experts to BHEL, as and when required by BHEL for this assignment, without any additional costs.

On behalf of [name of the
parent company]

[Signature & seal]

Place & date

Signature & seal of
CEO/country head/ Director/
equivalent

Place & date

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ANNEXURE - 5

NA

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ANNEXURE – 6

NA

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ANNEXURE – 7

INTEGRITY PACT

Between

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

and

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

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s *Engagement of a consulting firm for Project Management Consultancy for timely execution of 2X660 MW NTPC Talcher Project (ETS no.: BHE/PW/PUR/TLRPT-PM-CONSULTANCY/2711)*. The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

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

Section 1- Commitments of the Principal

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

- 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- 1.1.3 The Principal will exclude from the process all known prejudiced persons.

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1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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

2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

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

2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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

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

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

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

Section 4 - Compensation for Damages

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- 4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher.

Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

- 6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors.
- 6.2 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

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

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

Section 8 -Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality in line with Non-disclosure agreement.

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- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.9 IEM should examine the process integrity; they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organisation.
- 8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code/ Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.
- 8.12 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty / guarantee etc. should be outside the purview of IEMs.
- 9.2 If any claim is made/ lodged during currency of IP, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

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

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- 10.2 Changes and supplements as well as termination notices need to be made in writing.
- 10.3 If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.
- 10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.
- 10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract. The fees/expenses on dispute resolution through mediation shall be shared by both the parties. Further, the mediation proceedings shall be confidential in nature and the parties shall keep confidential all matters relating to the mediation proceedings including any settlement agreement arrived at between the parties as outcome of mediation. Any views expressed, suggestions, admissions or proposals etc. made by either party in the course of mediation shall not be relied upon or introduced as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of mediation proceedings. Neither of the parties shall present IEMs as witness in any Alternative Dispute Resolution or judicial proceedings in respect of the dispute that was subject of mediation.

For & On behalf of the Principal

(Office Seal)

Place-----

Date-----

Witness:_____

(Name & Address) _____

For & On behalf of the Bidder/ Contractor

(Office Seal)

Witness:_____

(Name & Address) _____

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ANNEXURE - 8

UNDERTAKING

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

To,

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

Dear Sir/Madam,

Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS

Ref: NIT/Tender Specification No: BHE/PW/PUR/TLRPT-PM-CONSULTANCY/2711

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

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

Place:

Date:

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Annexure-9

DECLARATION

Date: _____

To

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

Sub: Details of related firms and their area of activities

Dear Sir/ Madam,

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

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

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

Regards,
(_____)

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

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Annexure-10

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

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

To,

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

Dear Sir,

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

Ref : 1) NIT/Tender Specification No: BHE/PW/PUR/TLRPT-PM-CONSULTANCY/2711,
2) All other pertinent issues till date

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

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

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

...

Thanking you,
Yours faithfully,

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

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

Note:

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

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Annexure-11

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

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

To,

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

Dear Sir,

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

Ref : 1) NIT/Tender Specification No: BHE/PW/PUR/TLRPT-PM-CONSULTANCY/2711,
2) All other pertinent issues till date

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. I certify that _____ *(specify the name of the organization here),*

(a) is not from such a country / ☐

(b) has been registered with the Competent Authority *(attach valid registration by the Competent Authority, i.e., the Registration Committee constituted by the Dept. for Promotion of Industry and Internal Trade (DPIIT));* ☐

and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. *(attach relevant valid registration, if applicable)*

I hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

Thanking you,
Yours faithfully,

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

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

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Annexure-12: IMPORTANT INFORMATION

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

Postal Address:

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

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

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

Manager Purchase, Email: vivekjiha@bhel.in Ph: 9429198214

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

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

1. **Refer the abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' which is available at www.bhel.com on "supplier registration page" at the following link: https://www.bhel.com/sites/default/files/suspension_guidelines_abridged.pdf**
2. **All Statutory Requirements as applicable for this project shall be complied with by the Contractor.**
3. **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."**
4. **"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".
5. **The following clause is added under clause 1.10 Security Deposit in Vol-1C:**

Clause No 1.10.8 of Vol-IC General Conditions of Contract: Timely Submission of Security Deposit for Execution of the contract: "Bidder agrees to submit Security Deposit required for execution of the

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contract within the time period mentioned. In case of delay in submission of Security Deposit, enhanced Security Deposit which would include interest (Base rate of SBI +6%) for the delayed period, shall be submitted by the bidder. Further, if Security Deposit is not submitted till such time the first bill becomes due, the amount of Security Deposit due shall be recovered as per terms defined in NIT/contract, from the bills along with due interest.”

6. Acceptance of Bank Guarantee (BG)

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

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

“Bank Guarantee issued by:

a. Any of the BHEL consortium bank listed below:

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

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

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

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

7. Clause no. 2.24 of GCC PERFORMANCE GUARANTEE FOR WORKMANSHIP shall not be applicable..

8. Overrun Compensation (Clause no. 2.12 of GCC) & Price Variation Compensation (Clause no. 2.17 of GCC) shall not be applicable

9. Conflict of interest

a. In case the Proprietor, Partner or Director of the bidder, or any of the team members proposed to be deployed have any relative or relation employed in BHEL, the authority inviting the bid shall be informed of the fact as and when the bidder/ consultant become

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aware of them. Failing to do so, BHEL may, at its sole discretion, reject the bid or cancel the contract and forfeit any money due.

- b. The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act, 2013.
- c. The consulting firm shall not engage, either directly or indirectly, during the term of this contract, in any business or professional activities that would conflict with the activities assigned to them under this contract.
- d. The remuneration of the consulting firm pursuant to this contract shall constitute the consulting firm's sole remuneration in connection with this contract or the services and the consulting firm shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement
- e. The Consulting firm agrees that during the term of this Agreement and after its termination, the Consulting firm, or any of its affiliates, shall be disqualified from providing goods, works or services related to the initial assignment (other than the services specifically mentioned in this RFP).

10. Accidents/ damages/ claims liabilities

- a. In event of any accident or damages while on BHEL's duty, BHEL shall be completely free from any liability of any nature connected with the accident/ damage(s). Selected bidder himself will be fully and exclusively responsible for any personal injury to the deployed personnel or any other person in employment or damage to any property or person, including any third party claims.
- b. Selected bidder may safeguard his interest through insurance at his own cost. Under no circumstances, BHEL will take any liability arising out of or due to the action of the deployed manpower, including third-party claims. Selected bidder will have the sole liability of the damages/injuries caused to the deployed manpower or due to the action of the deployed manpower (including accidents and third-party claims)
- c. Arrangement of alternative/substitute is the responsibility of selected bidder unless otherwise exempted for reasons beyond Service Provider's control.

9. Liabilities

The selected bidder shall be responsible for any financial losses, damages, liabilities arising out of any breach of contract or any other event attributable to the bidder's management of the contract. BHEL can recover all such losses from the unpaid invoices of the selected bidder

10. Safety and statutory requirements

The team deployed by the selected consulting firm shall abide by all Safety Rules and Guidelines of BHEL and ensure the usage of proper Personal Protection Equipment (PPEs) while visiting the manufacturing units/ sites. The consulting firm shall also be responsible for compliance to statutory and government

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regulations as applicable as well as the safety & welfare of all employees deployed at BHEL and payment of salaries to their employees and statutory deductions if any.

11. Guarantees: The bidder will indemnify, protect BHEL against all claims, losses, costs, damages, expenses, action suits and other proceedings resulting from infringement of any patent, trademarks, copyrights, etc. in respect of the items or services supplied by them. The bidder will be required to bear all the costs in such cases.

12. Professional liability

- a. The consulting firm is expected to carry out its assignment with due diligence and in accordance with the prevailing standards of the profession. The consulting firm shall provide detailed reports/ presentations in line with deliverables. The reports/ presentations shall be reviewed by BHEL for validation of the suggestions/ progress made. BHEL may also at times engage any other party for validation of the recommendations made by the consulting firm.
- b. In case, any deficiency is observed or the recommendations suggested by the consulting firm is not appropriate, the report/presentations shall not be accepted and the consulting firm would be required to make a fresh report/ presentations. Such delays in the final acceptance of the consulting firm's report/presentation after every stage shall be considered as deficiency in service. To avoid deficiency in service and delays arising out of such events, it shall be the endeavor of the consulting firm to hold mutual discussions with BHEL at every stage in order to complete the activities as scheduled.

13. Use of contract documents, specifications, design

The consulting firm shall not, without BHEL's prior written consent, disclose the contract or any provision thereof or any data, findings etc. or information furnished by or on behalf of BHEL in connection or to any person other than a person employed by the consulting firm in the performance of the work order/ contract. Disclosure to any such employed person shall be made in confidence and shall extend only so as may be necessary for the purpose of such performance. The bidder will bind such employees to the secrecy of information.

14. Documents/ reports/ deliverables

Reports & documents submitted by the successful bidder shall become and remain the property of BHEL. BHEL will be authorized to use the intellectual property contained in the report for its own purposes in accordance with the contract. BHEL can download, make copies, distribute, modify and create derivate works of the reports.

15. Right to implementation

BHEL shall be at its liberty to modify/implement the suggestions/strategies arising out of the engagement of the selected bidder either directly or through any other party.

16. Office at site

The successful bidder shall deploy the resources for this work at BHEL's Site office.

17. Registration

Bidder must be registered on the date of bid submission under relevant applicable Indian/Foreign Laws and in case of foreign business entity, it must be authorized by the global principal to operate in India through its branch office in India.

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Bidder must submit copies of Registration Certificate, Permanent Account No. (PAN), Provident Fund (PF) Registration and GST Registration.

18. Global resource sharing

All the global resources including domain area experts of the bidder should be available to BHEL for this engagement without any additional costs. For this, the bidder must provide (i) Letter of Comfort for sharing the global resources (Annexure-04), (ii) Proof of Arrangement (e.g. shareholding pattern) along with the bid.

19. The scope of the work is indivisible and shall be awarded to a single successful bidder. Consortium bidding is not allowed. However, in case, the consulting firm requires the support of another consultant/ agency, for undertaking part of work, viz. market research, etc., the same would be acceptable with prior approval of BHEL based on merit of that consultant/ agency. However, performance and cost of the subject assignment will be the sole responsibility of the consulting firm submitting the bid.

20. The bidder may be called for a technical presentation at a notice of minimum of 3 working days, during tendering process. The presentation should be made by the lead partner, proposed to be working with BHEL on this project, who can be preferably accompanied by the proposed team. Bidder may further be called for a Q&A session after a few days.

21. At least one partner "Lead Partner" should lead this tendering exercise and should spend significant time (at least once a week) with BHEL along with the consulting firm team on this project & should be available for BHEL on need basis.

22. The team proposed to be deployed shall remain unchanged, unless under unavoidable circumstances. In such a situation, whether during the contract execution period or during the bidding process, the change will only be permitted with the prior written consent of BHEL, based on credentials of new members furnished. The new member/s proposed to be deployed shall also meet the minimum experience as defined above.

23. BHEL reserves the right to seek changes in the team during the course of the assignment.

24. Notwithstanding any other condition/provision in the tender document, in case of ambiguity or incomplete documents pertaining to techno-commercial evaluation, BHEL may give the bidders opportunity with a fixed deadline after bid opening to provide complete & unambiguous documents/ withdrawal of deviations in support of meeting the technical criteria. In case, the bidder fails to submit any document or submits incomplete documents within the given time, the bid will be rejected.

25. **Tie Breaker:** In case, combined Technical & Price bid score of two (2) or more bidders are same, then the bidder scoring higher Technical score would be considered as the successful bidder. However, in case of the identical Technical score also, then the bidder scoring higher score in Experience of Bidder (B.3.b of Annexure 1 (PQR)) of Technical evaluation criteria would be considered as the successful bidder. In case of the same score of in Experience of Bidder clause no. 33 of NIT shall be followed.

26. **Modality of Award of contract:** A combined technical and price bid evaluation will be done as per the QCBS method to finalize the bidders on the basis of delivered cost. Delivered Cost shall be the optimum cost for optimum quality derived on the basis of Score mentioned hereunder:

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Final result/ranking of the bidder shall be governed by Combined score ($S = 70\% \text{ of } S_T + 30\% \text{ of } S_f$) obtained by the bidder. S_T and S_f are the loading factors which shall be applied as 70% of $S_T + 30\% \text{ of } S_f$ to calculate the combined score 'S'.

A combined Score (S) will be calculated according to the following formula:

$$S = 70\% \text{ of } S_T + 30\% \text{ of } S_f \quad (S_T \text{ and } S_f \text{ have been defined in Annexure 1-PQR})$$

Subsequent to the ranking of all the bidders based on their combined score, the bidder with the highest combined score (S) will be declared as L-1 (successful bidder) and shall be recommended for the award of the contract (subject to approval from Competent authority of BHEL).

After the identification of the successful bidder, BHEL will follow the internal procedure for necessary approvals and thereafter proceed with notification of award of the contract. Techno-commercial and price bid evaluation process has been illustrated below:

Comparative Statement (CST) Sample format

Sl. No.	Bidder	Tech. Score	S_T	Price bid, Lacs	S_f	Combined score, $S = 70\% \text{ of } S_T + 30\% \text{ of } S_f$	Result/ Ranking
1	ABC	95	$100 \times 95 / 95 = 100$	600	$300 \times 100 / 600 = 50$	$70\% \times (95 \times 100 / 95) + 30\% \times (300 \times 100 / 600) = 85.00$	L3
2	DEF	90	$100 \times 90 / 95 = 94.74$	400	$300 \times 100 / 400 = 75$	$70\% \times (90 \times 100 / 95) + 30\% \times (300 \times 100 / 400) = 88.82$	Highest Score Bidder (L1)
3	GHI	75	$100 \times 75 / 95 = 78.95$	300	$300 \times 100 / 300 = 100$	$70\% \times (75 \times 100 / 95) + 30\% \times (300 \times 100 / 300) = 85.26$	L2
4	XYZ	65	$100 \times 65 / 95 = 68.42$	NA (Price Bid not opened)		NA	-

Note: 'L1' mentioned anywhere in the tender document to be considered as 'successful bidder' after applying loading criteria as detailed above.

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TECHNICAL CONDITIONS OF CONTRACT (TCC)

BHARAT HEAVY ELECTRICALS LIMITED



TECHNICAL CONDITIONS OF CONTRACT (TCC)

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TECHNICAL CONDITIONS OF CONTRACT (TCC)

CHAPTER-I: Project Information

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

TECHNICAL CONDITIONS OF CONTRACT (TCC)

CHAPTER-II: Scope of Work

About BHEL:

BHEL is one of the largest engineering and manufacturing companies of its kind in India engaged in design, engineering, construction, testing, commissioning and servicing of a wide range of products and services including Thermal power plant. BHEL has Pan India presence with its Manufacturing Units in Bengaluru 1. Electronics Division (EDN) 2. Electronics Systems Division (ESD) 3. Solar Business Division (SBD), Bhopal 4. Heavy Electrical Plant (HEP), Goindwal 5. Industrial Values Plant (IVP), Haridwar 6. Heavy Electrical Equipment Plant (HEEP) 7. Central Foundry Forge Plant (CFFP), Hyderabad 8. Heavy Power Equipment Plant (HPEP), Jagdishpur 9. Fabrication Stamping & Insulator Plant (FSIP), Jhansi 10. Transformer Plant (TP), Rudrapur 11. Component Fabrication Plant (CFP) Ranipet 12. Boiler Auxliaries Plant (BAP), Tiruchirappalli 13. High Pressure Boiler Plant (HPBP) 14. Seamless Steel Tube Plant (SSTP), Thirumayam 15. Power Plant Piping Unit (PPPU), Visakhapatnam 16. Heavy Plates & Vessels Plant (HPVP), Repair Units Mumbai 1. Electrical Machine Repair Plant (EMRP), Repair Units Varanasi 2. Heavy Equipment Repair Plant (HERP) & BHEL Subsidiary Kasaragod 1. BHEL Electrical Machines Ltd. (BHEL-EML).

Brief Requirement of Project:

BHEL has been awarded a work of construction of 2x660MW Talcher TPS project on EPC basis. The project is to be executed against a stringent delivery schedule with respect to other EPC projects of similar rating. Contractually, first unit is to be completed within 48 months from zero date (i.e. 27.09.2022) and the second unit is to be completed within a phase gap of 4 months i.e. 52 months from zero date. BHEL has committed to put best efforts and execute the contract first unit within 44 months and the second unit within 46 months.

For Execution of such stringent timeline project, BHEL's objective will be to ensure high quality of engineering, procurement and construction and implement the project in conformity to the design requirements, specifications, etc. The delivery of the overall project shall:

- i. Require seamless coordination between a) BHEL and NTPC, b) BHEL & its manufacturing units and various other ancillaries/ execution centres spread across India and c) BHEL & its contractors/ vendors.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

CHAPTER-II: Scope of Work

- ii. Be subject to several risks. Some of these would be on account of timely approvals, material ordering/ availability, changing construction schedule(s), various execution challenges, etc.

Scope of Work:

BHEL intends to hire a Project Management Consultant for assisting BHEL in timely execution of work. To undertake the Project Management Consultancy services cum Contract Management services at 2x660 MW NTPC Talcher Project detailed scope of work is mentioned hereunder:

1. Project Management

- a. Schedule Management
- b. Review Management
- c. Support Management
- d. Management Information System

2. Contract Management

- a. Contract administration
- b. Risk Management
- c. Stakeholder Management
- d. Project Closure

a) Project Management: The objective Project Management Consultancy will be to minimize the overall project delay and build a strong culture of high performance, by setting up an integrated team with the goal to achieve completion of the overall project within stipulated timelines. To deliver the project within project schedule and to improve process of BHEL, Consultant shall undertake the following activities relating to Project Management:

a. Schedule Management (by using MS Project/Primavera):

- i. Upgradation of L-2 network (integrated schedule of Engineering, Supplies & Construction activities) in line with best effort schedule of BHEL.
- ii. Preparation of financial L-2 Schedule in consultation with BHEL.
- iii. Linkage of resource inputs such as Drawing, Material, Manpower, Tools & Plant through IPMS.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

CHAPTER-II: Scope of Work

- iv. Linkage of inputs from Customer.
- v. Preparation of L-3 network with BHEL's Contractor in line with agreed Best Effort L-2 network and respective Contract schedule of BHEL's Contractor.
- vi. Preparation of Three Months Rolling plan with a cushion.
- vii. Preparation of Monthly activity plan.
- viii. Intermediate revision of L-2 network periodically as per requirement.

b. Control Management:

- i. Weekly updation of L-2/L-3 Schedule and three months rolling plan by collecting details from all stakeholders.
- ii. Record keeping of customer inputs/clearances/approvals.
- iii. Identification and red flagging of critical path.
- iv. Identifying constraints & hold-ups for present and the next three following months.
- v. Preparation and close monitoring of Catch-up plan of critical activities.
- vi. Recording and Maintaining of Project deliverables protocol.
- vii. Setting up of the Agenda for each of the meetings including the kick-off meeting and supporting BHEL during the meeting.
- viii. Review of resource mobilization by BHEL's contractor and advising BHEL regarding adequacy of special tools/ equipment, manpower and resources of contractor.
- ix. Review of civil material requirement in the scope of BHEL as well as BHEL's Contractor.
- x. Impart record notes of meeting in schedule for further monitoring.

c. Support Management:

- i. Analysis report on construction practices at site.
- ii. Communication plan for stake holders.
- iii. Monthly analysis of productivity of resources.
- iv. Estimate cost of delay in case of time overrun,
 - v. Perform root cause analysis causing delay.
- vi. Assisting BHEL in providing solutions to resolving technical problems, contractual problems and site related issues.
- vii. Generation of critical material list on monthly basis.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

CHAPTER-II: Scope of Work

- viii. Monitoring and forecasting – Drawing Management (MDL & Wrench)
- ix. Review existing construction technology/equipment/processing used and benchmark/best practices against latest construction technology/equipment/ process being used in India along with their benefits.

d. Management Information System:

- i. Develop & Implement MIS framework with BHEL.
- ii. Consultant shall use BHEL system (Wrench/IMPS/Other) for report publication and monitoring of Key Performance Indicators such as Milestone tracker, schedule status etc.
- iii. Weekly presentation on critical issues.
- iv. Monthly/Quarterly project report preparation covering Key performance criteria such as current construction status, deviations from approved schedules, critical areas and proposed remedial measures.
- v. Reporting project requirements and interface issues.

b) Contract Management: To protect BHEL interests, Consultant shall undertake the following activities relating to Contract Management:

a. Contract administration:

- i. Understanding the Customer (NTPC) contract.
- ii. Maintaining customer complain register.
- iii. Advice BHEL for contract related letter/reply to Customer.
- iv. Record and analyse change in scope if any from customer Contract.
- v. Exception reports to enable BHEL to take appropriate corrective actions/interventions in advance.
- vi. Consultant shall provide technical data/ inputs to support the BHEL in raising & settlement of claims & disputes.
- vii. Consultant shall provide guidance/handholding till Trial run, Performance Guarantee Test & Project Handover of both the units.

b. Risk Management:

- i. Project risk assessment and risk mitigation planning.
- ii. Quantify project risk & evaluate risk-reward trade-offs.
- iii. Identify opportunities in terms of early schedule completion & Process improvement.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

CHAPTER-II: Scope of Work

- iv. Develop & update Risk register on monthly basis.
- v. Conduct risk workshops on monthly basis to track and mitigate risks.

c. Stake holder Management:

- i. Develop frame work for report sharing to stake holders.
- ii. Implementation of Communication framework with all the stake holders.

d. Contract Closure:

- i. Consultant shall submit Contract closure report
- ii. Claim report with customer on monthly basis or as and when require.
- iii. Installation of Backup system/software with minimal configuration at BHEL with Periodic backup of data in BHEL systems.
- iv. After Completion of Contract period, consultant shall handover all the worksheets framework and records to BHEL site office.
- v. Identify & Record key deliverables to BHEL's Customer as per Contract.
- vi. Consultant shall submit comprehensive learning report capturing learning after major project phases; engineering, procurement, and construction (when the major work is complete for respective phase). A typical learning document may include but not limited to:
 - 1. Key challenges faced and project successes
 - 2. Key assumptions vs actual implementation
 - 3. Areas of time and cost over-run
 - 4. Major quality non-conformances
 - 5. Customer & sub-contractor/vendor feedback
 - 6. Future projects recommendations
- vii. Consultant shall submit Comprehensive Report listing out delays by BHEL's customer i.e., NTPC along with backup documents.

General Conditions:

- i. Non-Disclosure Agreement: The selected bidder after placement of work order and prior to commencement of work must sign the Non-Disclosure Agreement (NDA) as per the format specified by BHEL or any other as mutually agreed.
- ii. Consultant shall finalise a DELIVERABLE & KPIs PLAN based on above scope of work, with BHEL within 30 days from the date of LOI. Deliverable may attract BHEL approval as well. The DELIVERABLE & KPIs PLAN shall be reviewed and revised on quarterly basis by BHEL/Consultant.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

CHAPTER-II: Scope of Work

- iii. Consultant shall deploy Project management & Contract Management team as required to execute the complete project under aforesaid scope of work.
- iv. Consultant shall procure and handover one licence of MS Project/Primavera.
- v. Consultant Team shall coordinate with various stake holders including BHEL employees across manufacturing units/Regional office/Head office /Site.
- vi. Consultant shall develop BHEL employees in the implemented module.
- vii. Consultant shall provide all the necessary data and deliverables as per the agreed format and timelines.
- viii. Consultant has to arrange Personal protective gear for site visits.
- ix. Consultant shall submit process improvement report to BHEL on as and when basis. Implementation of such process improvement report shall be at sole discretion of BHEL.
- x. BHEL shall review the performance of Consultant on monthly/Quarterly basis based on KPIs reflecting on agreed deliverables.
- xi. BHEL at its discretion may short close the contract with a notice period of 30 days. In case of such short closure, Consultant shall be entitled to complete Contract Closure formalities and after submission of Contract closure report, Learning report & Claim report with customer (if any), consultant shall be entitled for contract closure linked payment.
- xii. Consultant shall make their own arrangements of accommodation, local transportation and logistics such as Computers/laptops /printers/stationary etc. to execute the scope of work. Consultant shall place its IT server at site for all activities, including but not limited to, data collection, storage, analysis and reporting purpose.
- xiii. BHEL shall provide workspace at site office to the consultant free of cost.
- xiv. Other facilities such as (Internet) shall be provided by BHEL free of cost.
- xv. After Completion of Contract period, consultant shall handover all the worksheets, framework, dashboard and records to BHEL site office.
- xvi. All Statutory Compliance (as applicable) for execution of the scope of work, shall be in the scope of Consultant. No Extra charges shall be made against any statutory compliance.
- xvii. No extra payment shall be made for any work executed on Sunday/holidays or beyond official working hours.
- xviii. Consultant may have to visit BHEL/NTPC office or manufacturing units for presentation/follow-ups. In case BHEL instruct Consultant to visit BHEL/NTPC office or manufacturing units, transportation (including local transportation) and accommodation charges of the consultant shall be reimbursed at actuals on submission of documentary proof.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

CHAPTER-II: Scope of Work

Consultant default:

If the Consultant neglects to execute the works with due diligence and expedition or refuses or neglects to comply with any reasonable orders given to him, in writing by BHEL in connection with the works or provisions of the Contract, BHEL may give notice in writing to the Consultant to make good the failure, neglect or contravention thereof. Should the Consultant fail to comply with the notice within fourteen (14) days from the date of service thereof or the date stipulated for compliance, then and in such case BHEL shall be at liberty to employ other workmen and forthwith execute such part of the works as the Consultant may have neglected to do or if BHEL shall think fit, it shall be lawful for him, without prejudice to any other right they may have under the Contract, to take the works wholly or in part out of the Consultant's hands and re-contract with any other person or persons to complete the works or any part thereof, and in that event, BHEL shall have free use of all Consultant's equipments /facilities that may have been at the time on the site in connection with the works without being responsible to the Consultant for wear and tear thereof, and to the exclusion of any right of the Consultant over the same, and BHEL shall be entitled to retain and apply any balance which may otherwise be due on the Consultant or such part thereof, as may be necessary, to the payment of the cost of executing the said part of the works or of completing the works as the case may be. If the cost of completing the works are executing a part thereof, as aforesaid shall exceed the balance due to the Consultant, the Consultant shall pay such excess in line with relevant clause mentioned in General Condition of Contract.

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Chapter – III: Team Deployment Schedule

1. Consultant & BHEL Site office shall jointly assess the TEAM DEPLOYMENT SCHEDULE for entire duration of Contractual period.
2. TEAM DEPLOYMENT SCHEDULE shall be revised jointly after analysing actual requirement of Consultant at site.
3. In case of absence of deployed personals, Consultant shall intimate in advance and shall ensure the replacement of the personal with sufficient overlap period.
4. The Contract prices shall be inclusive of all charges, overtime charges, out of pocket allowance, travel (air / train / road) etc. No other claim on account of any other expenses shall be entertained by BHEL.
5. In case of non-availability of required personal at site, BHEL shall not make deployed manpower payment for the period of actual absence on pro rata basis (Considering 26 days per month). In addition to above, BHEL shall deduct Rs. 1000 per day as penal action for the period of actual absence of personal.

Tentative Team Deployment Schedule is mentioned hereunder:

Area	No of Person	Mar-23	FY(23-24)	FY(24-25)	FY(25-26)	FY(26-27)	Q1(27-28)	Man Month
Project Director	1	1	12	12	12	12	3	52
Commercial Manager	1	1	12	12	12	12	3	52
Project Manager	1	1	12	12	12	2		39
Project Manager	1		6	12	12	12	3	45
Technical lead								
Civil	1		12	12	12	6		42
Mechanical	1		6	12	12	12	3	45
Elec & C&I	1			6	12	12	3	33
Commissioning	1			6	12	12	3	33
Total Man-month								341

Team deputed by Consultant shall be professionally qualified and have the experience as envisaged below:

Project Director	Min. 15 years of experience in infrastructure/power plant and completed atleast 1 project as Project Director in large power projects (Power Project with Capex value above 500 Crore).
Commercial Manager	Min. 10 years of experience in Contract Management in large infrastructure projects (Infrastructure Project with Capex value above 500 Crore) and have consultancy experience of min 5yrs.
Project Management (2 nos. approx.)	Min. 10 years of experience in Project Management in large infrastructure projects (Infrastructure Project with Capex value

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – III: Team Deployment Schedule

	above 500 Crore) and have consultancy experience of min 5yrs.
Technical Lead (4 nos. approx.)	Min. 10 years of experience in Project Management and min 5yrs of experience of respective discipline in Power plant construction and Execution.

For successful execution of work and deliverables, Consultant may have to deploy additional manpower at their own cost.

Note:

1. Members of team (other than Project Director), deployed by the Consultant, should not be above 60 yrs. of age.
2. Project Director deployed by the Consultant, should not be above 65 yrs. of age.
3. The aforementioned Team Deployment Schedule is tentative and based on BHEL experience. Consultant shall depute manpower for successful execution of work and deliverables, however BHEL shall make payment for maximum 341 man-month only. No Extra payment shall be made for any additional manpower beyond agreed Team Deployment Schedule.

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Chapter – IV: Contract Schedule

For 52 Months, Consultant shall deploy Project Management & Contract Management team at site to meet the scope of work. Contract shall commence from the date of kick off meeting, held at site within 15 days from date of issuance of LOI (Letter of Intent).

Extension of Contract: The services may get extended beyond contractual period on mutual agreement basis with same terms and condition incl. Payment Terms i.e. deployment of manpower beyond contractual schedule shall be reimbursed to the consultant on Deployed Manpower rate.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – V: Terms of Payment

Payment shall be released on pro rata basis:

1. Activity linked Payment: 2.5% of Lumpsum amount shall be paid on finalising the List of key deliverables under this contract on daily/weekly/Monthly/Quarterly basis.
2. Deployed Manpower Payment: 87.5% of Lumpsum amount shall be paid on actual deployment of consultant team based on TEAM DEPLOYMENT SCHEDULE on man month rate basis, subject to completion of all agreed deliverables on monthly basis.
3. Contract Closure Linked:
 - c) 5% of Lumpsum amount shall be paid on completion of Contractual obligation & submission of Contract closure report, Learning report & Claim report with customer (if any).
 - d) 5% of Lumpsum amount shall be paid on successful guidance/handholding till Performance guarantee Test of the unit.

BHEL's authorized officer will duly authenticate & certify each document before processing the claim. BHEL, through electronic fund transfers, shall make payment within 45 days after submission of bills certified for payment along with statutory compliances.

S.No.	Area		Amount
1	Activity linked Payment	Lumpsum	2.5% of Lumpsum amount
2	Deployed Manpower Payment		
	Area	Man Month	Rate Factor
	Project Director	52	0.003273067
	Commercial Manager	52	0.002727556
	Project Manager	39	0.002727556
	Project Manager	45	0.002727556
	Technical Lead		
	Civil	42	0.002182045
	Mechanical	45	0.002182045
	Elec & C&I	33	0.002182045
	Commissioning	33	0.002182045
	Total Man-month	341	
3	Contract Closure Linked	Lumpsum	10% of Lumpsum amount

Note: Calculation shall be done up to two decimal points and without rounding-off.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – V: Terms of Payment

The rates will be valid till the entire scope of the work is executed in all respects. No escalation in the rates shall be accepted during the entire period of the contract.

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Chapter – VI: Exclusions

The following matters shall be outside the scope of the Services:

1. Construction supervision, testing & maintenance etc.
2. Procurement or Sub-contracting on behalf of BHEL,
3. Implementation of recommendations,
4. Security/custody of BHEL assets.
5. Legal services relating to contracting or any other matter.
6. Business Payment Transactions and taxation issues.

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Chapter – VIII: TAXES AND OTHER DUTIES

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

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

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Chapter – VIII: TAXES AND OTHER 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.

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Chapter – VIII: TAXES AND OTHER DUTIES

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

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

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – VIII: TAXES AND OTHER DUTIES

- iii. No TCS is to be collected, if the seller is liable to collect TCS under other provision of section 206C or the buyer is liable to deduct TDS under any provision of the Act and has deducted such amount.

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

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

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

ANNEXURE-1

State wise GSTIN no.s of BHEL

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

ANNEXURE-2

BOCW Act & Cess Act

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

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

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obtain registration certificate specifying the scope of work under the relevant provisions of the Building and Other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 from the appropriate Authorities.

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

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