

TENDER SPECIFICATION

YTPS: SCT: 202110-62

**“Framework Agreement (Rate Contract) for Providing Services of Field
Quality Assurance Engineers (FQAE)”**

At

5x800MW Yadadri TPS

VOLUME – I BOOK – I



BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)

Power Sector – Southern Region

BHEL Site Office

5x800MW Yadadri TPS

Damarcherla (M), Nalgonda (D)

PIN – 508355

Telangana

TECHNOCOMMERCIAL BID - Consists of Book - I

Book - I Consists of

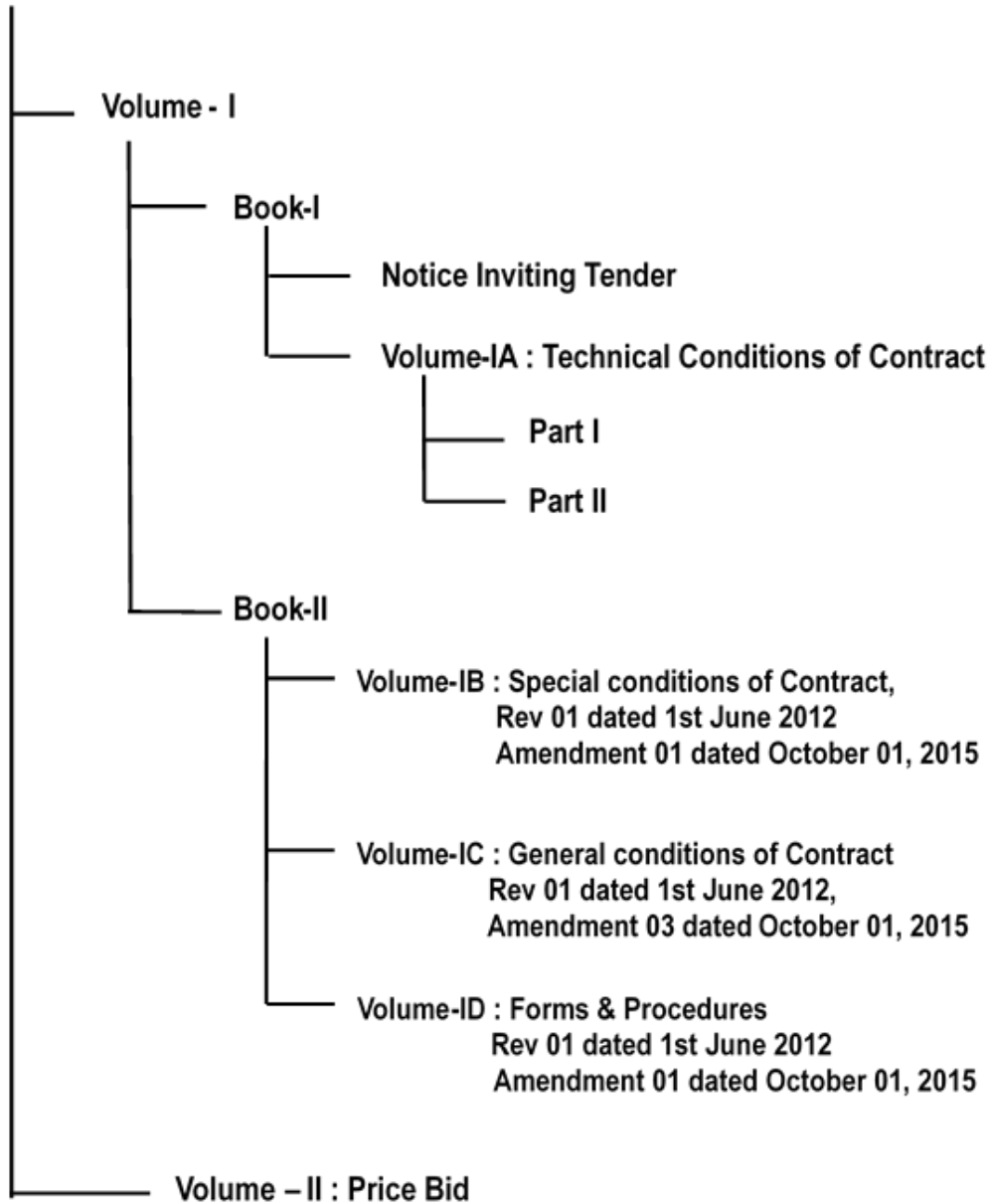
- **Notice Inviting Tender**
- **Volume-IA: Technical Conditions of Contract**

Book – II Consists of

- **Volume-IB: Special Conditions of Contract**
- **Volume-IC: General Conditions of Contract**
- **Volume-ID: Forms and Procedures**

TENDER SPECIFICATION CONSISTS OF

Tender Specification



2021

NOTICE INVITING TENDER

Bharat Heavy Electricals
Limited



NOTICE INVITING TENDER (NIT)

=====

To,

All Bidders

Dear Sir/Madam

Sub: NOTICE INVITING TENDER

Sealed offers in two-part bid system {National competitive bidding (NCB)} 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

SL NO	ISSUE	DESCRIPTION
i	TENDER NUMBER	YTPS: SCT: 202110-62
ii	BROAD SCOPE OF JOB	Framework Agreement (Rate Contract) for Providing Services of Field Quality Assurance Engineers (FQAE) at 5x800 MW Yadadri TPS
iii	DETAILS OF TENDER DOCUMENT	
a	Volume-IA	Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Procedures, Terms of payment, etc. Applicable
b	Volume-IB	Special Conditions of Contract (SCC) Rev. 01 Dt. 01 Jun 2012 Amendment 01 dated October 01, 2015 Applicable
c	Volume-IC	General Conditions of Contract (GCC) Rev. 01 Dt. 01 Jun 2012 Amendment 03 dated October 01, 2015 Applicable
d	Volume-ID	Forms and Procedures Rev. 01 Dt. 01 Jun 2012 Amendment 01 dated October 01, 2015 Applicable
e	Volume-II	Price Schedule (Absolute value). Applicable
iv	ISSUE OF TENDER DOCUMENTS	Tender documents will be available for downloading from BHEL website (www.bhel.com) or e-procurement portal (link to be added) as per schedule below: Start - 13/10/2021, Time - 17:00 Hrs Closes - 27/10/2021, Time - 14:30 Hrs Brief information of the tenders shall also be available at central public procurement portal. (https://eprocure.gov.in/epublish/app) Applicable

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v	DUE DATE & TIME OF OFFER SUBMISSION	Date - 27/10/2021, Time - 15:00 Hrs <i>Bid shall be submitted (By Post or Person) in the Tender Box or through E-mail</i>	Applicable
vi	OPENING OF TENDER	Date - 27/10/2021, Time - 15:30 Hrs	Applicable
	EMD AMOUNT		Not Applicable
viii	COST OF TENDER		Not Applicable
ix	LAST DATE FOR SEEKING CLARIFICATION	Date - 20/10/2021, Time - 17:30 Hrs <i>Along with soft version, addressing to undersigned & to others as per E-mail IDs given below:</i> Anand Kumar – aanand@bhel.in Rajesh Kumar Orang - rkorang@bhel.in D.CH.A.N.V. Rao - dtvish@bhel.in	Applicable
x	SCHEDULE OF Pre Bid Discussion (PBD)		Not Applicable
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)		Not Applicable
xii	Latest updates	<i>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 Corrigendums) & Central Public Procurement portal (https://eprocure.gov.in/epublish/app). Bidders to keep themselves updated with all such information.</i>	Applicable

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 & stamped, 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 for this tender.**

4.0 **Procedure for Submission of Tenders:** The bidder should respond by submitting their offer through E-mail at **tender.yadadri@bhel.in** E-mail IDs. Offers are invited in two-parts only.

Documents Comprising in the Tender:

The tender shall be submitted through E-mail ~~only EXCEPT EMD (in physical form)~~ as mentioned below:

I. Technical Tender (UN priced Tender):

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All Technical details should be attached in e-mail module, failing which the tender stands invalid & may be REJECTED. Bidders shall furnish the following information along with technical tender (preferably in pdf format):

- (a) Earnest Money Deposit (EMD) furnished in accordance with NIT Clause 3.0.
- (b) Technical Bid (without indicating any prices).

II. Price Bid:

- (a) Prices are to be quoted in the attached Price Bid format (password protected) through e-mail.
- (b) The price should be quoted for the accounting unit indicated in the tender document.
- (c) **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.
- (d) A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrant 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.
- (e) 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.

Bidders are requested to submit their completed bid as per laydown procedure either as per Sl. No. 4 or Sl. No. 5.

5.0 **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-II)
- One set of tender documents shall be retained by the bidder for their reference

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	
	ENVELOPE – I superscribed as: PART-I (TECHNO COMMERCIAL BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING:-	
i.	Covering letter/Offer forwarding letter of Tenderer.	
ii.	Duly filled-in 'No Deviation Certificate' as per prescribed format to be placed after document under sl no (i) above. Note: a. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be placed after document under sl no (i) above. It shall be specifically	

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	<p>noted that deviation recorded elsewhere shall not be entertained.</p> <p>b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding.</p> <p>i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL</p> <p>ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender</p>	
iii.	<p>Supporting documents/ annexure/ schedules/ drawing etc. as required in line with Pre-Qualification criteria.</p> <p>It shall be specifically noted that all documents as per above shall be indexed properly and credential certificates issued by clients shall distinctly bear the name of organization, contact ph. no, FAX no, etc.</p>	
iv.	All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc. pertinent to this NIT.	
v.	Integrity Pact Agreement (Duly signed by the authorized signatory)	If applicable
vi.	Duly filled-in annexures, formats etc. as required under this Tender Specification/NIT	
vii.	Notice inviting Tender (NIT)	
viii.	Volume – I A : <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.	

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

	PART-II	
	PRICE BID consisting of the following shall be enclosed	
	<p><u>ENVELOPE-II</u></p> <p>superscribed as:</p> <p>PART-II (PRICE BID)</p> <p>TENDER NO :</p> <p>NAME OF WORK :</p> <p>PROJECT:</p> <p>DUE DATE OF SUBMISSION:</p>	

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	CONTAINING THE FOLLOWING	
i	Covering letter/Offer forwarding letter of Tenderer enclosed in Part-I	
ii	Volume II – PRICE BID (Duly Filled in Schedule of Rates – rate/price to be entered in words as well as figures)	

	OUTER COVER	
	ENVELOPE-III (MAIN ENVELOPE / OUTER ENVELOPE) superscribed as: TECHNO-COMMERCIAL BID & PRICE BID & EMD TENDER NO: NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING:	
i	<ul style="list-style-type: none">○ Envelopes I○ Envelopes II○ Envelopes III	

SPECIAL NOTE: All documents/ annexures submitted with the offer shall be properly annexed and placed in respective places of the offer as per enclosure list mentioned in the covering letter. BHEL shall not be responsible for any missing documents.

- 6.0 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.
- 7.0 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).
- 8.0 **Not used for this tender.**
- 9.0 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.
- 10.0 For any clarification on the tender document, the bidder may seek the same in writing or through e-mail, 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.
- 11.0 **Not used for this tender.**
- 12.0 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.
- 13.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
- 14.0 **Not used for this tender.**

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- 15.0 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.
- 16.0 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.
- 17.0 Validity of the offer shall be for **three months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 18.0 BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com on "**supplier registration page**".) for this tender. RA shall be conducted among all the techno-commercially qualified bidders.
- Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.
- 19.0 Price Bids of all the techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.
- 20.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 21.0 **Not used for this tender.**
- 22.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 23.0 **Not used for this tender.**
- 24.0 The bidder shall submit 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 **Not used for this tender.**
- 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 website <http://www.bhel.com>.
- 27.1 Integrity commitment, performance of the contract and punitive action thereof:
- 27.1.1 **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.
- 27.1.2 **Commitment by Bidder/ Supplier/ Contractor:**

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

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

29.0 Micro and Small Enterprises (MSE) (For tenders pertaining to procurement of “Works”, Clause 29 is to be marked “Not Applicable”)

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

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

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

- a) MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS & DC, MSME) only if they submit along with the offer, attested copies of either Udyam Registration Certificate or EM-II certificate 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.

PROVISIONS FOR STARTUPS: Norms for Startups Medium Enterprises in Public Procurement shall be in line with OM No. F.20-2/2014-PPD (pt.) dated 27th July'2017 and OM No. F.20/2/2014-PPD (pt.) dated 20.09.2016 issued by Ministry of Finance, Department of Expenditure along with DIPP D.O. No. 12(11)/2017-SI dated 22.06.2017.

Certificate of recognition as Startup from Dept. of Industrial Policy & Promotion, Ministry of Commerce & Industry, Govt. of India shall be submitted by the bidder.

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

31.0 **Not used for this tender.**

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. **(Clause applicable in case of Paper Bid only.)**

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 Order of Precedence:

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

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

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

for BHARAT HEAVY ELECTRICALS LTD
(SCT)

Enclosure:

- (i) Annexure-1: Pre Qualifying Requirements.
- (ii) Annexure-2: Check List.
- (iii) Annexure-3: Certificate by Chartered Accountant
- (iv) Annexure-4: Reverse Auction Process Compliance Form
- (v) Annexure-5: Authorization of representative who will participate in the online Reverse Auction Process
- (vi) Annexure-6: RA Price Confirmation and Breakup
- (vii) Annexure-7: Undertaking as per C4 of Annexure-1 i.e. PQR
- (viii) Other Tender documents as per this NIT.

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ANNEXURE - 1

PRE QUALIFYING REQUIREMENTS (PQR)

JOB	
TENDER NO	

SL NO	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Name and Description of qualifying criteria	Page no of supporting document. Bidder must fill up this column as per applicability
A	Submission of Integrity Pact duly signed (if applicable) (Note: To be submitted by Prime Bidder & Consortium/Technical Tie up partner jointly in case Consortium bidding is permitted, otherwise by the sole bidder)	Not Applicable	
B	<u>Technical</u> B.1.1: The bidder must have provided services of Quality Engineers / Field Quality Assurance Engineers for fabrication / erection / erection & commissioning at a power / industrial project for BHEL against a BHEL awarded Contract for Quality Engineers / Quality assurance services for any period during last 7 years from latest date of bid submission. OR B.1.2: Bidder must have provided services of Quality Engineers / Field Quality assurance for fabrication / erection / erection & commissioning in any power / industrial project for at-least cumulative of 144 Man-months or a cumulative value of Rs. 74.18 Lacs in a span of 1 (one) year (consecutive 12 months). OR B.1.3: Bidder must have provided services of Quality Engineers / Field Quality assurance for fabrication / erection / erection & commissioning in any power / industrial project for at-least 144 Man months or at-least value of Rs. 74.18 Lakhs against one (01) work order.	Applicable	

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	<p style="text-align: center;">OR</p> <p>B.1.4: Bidder must have provided services of Quality Engineers / Field Quality assurance for fabrication / erection / erection & commissioning in any power / industrial project against 2 work orders each of at-least 90 Man months or value of Rs. 46.36 Lakhs or above.</p> <p style="text-align: center;">OR</p> <p>B.1.4: Bidder must have provided services of Quality Engineers / Field Quality assurance for fabrication / erection / erection & commissioning in any power / industrial project against 3 work orders each of at-least 72 Man months or value of Rs. 37.09 Lakhs or above.</p>		
C-1	<p><u>Financial</u></p> <p><u>TURNOVER</u></p> <p>Bidders must have achieved an average annual financial turnover (Audited) of Rs 26.57 Lakhs or more over last three Financial Years (FY) i.e '2017-18, 2018-19 & 2019-20' OR '2018-19, 2019-20 & 2020-21'*</p> <p>*To consider last three financial years as '2017-18, 2018-19 & 2019-20', bidder must provide a declaration that they do not have financial (audited) statements for FY 2020-21.</p>	Applicable	
C-2	<p>NETWORTH (only in case of Companies)</p> <p>Net worth of the Bidder based on the latest Audited Accounts as furnished for 'C-1' above should be positive</p>	Not Applicable	
C-3	<p>PROFIT</p> <p>Bidder must have earned cash profit in any one of the three Financial Years as applicable in the last three Financial Years defined in 'C-1' above based on latest Audited Accounts.</p>	Not Applicable	
C-4	<p>Bidder must not be under Insolvency Resolution Process or Liquidation or Bankruptcy Code Proceedings (IBC) as on date, by NCLT or any adjudicating authority/authorities, which will render him</p>	Applicable	

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	ineligible for participation in this tender, and shall submit undertaking (Annexure-7) to this effect.		
D	Assessment of Capacity of Bidder to execute the work as per sl. no. 9 of NIT (if applicable)	Not Applicable	By BHEL
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	BY BHEL
F	Price Bid Opening Note: Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria A to E	Applicable	BY BHEL
G	Consortium criteria (if applicable)	Not Applicable	
<p><u>Explanatory Notes for the PQR (unless otherwise specified in the PQR):</u></p> <ol style="list-style-type: none"> 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: <ol style="list-style-type: none"> The parent company shall have a controlling stake of ≥50% in the subsidiary company (as per Format-1). 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 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). 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. Parent Company/ Subsidiary Company of which experience is being used for bidding, cannot participate as a 'Standalone Bidder' or as a 'Consortium bidder'. Completion date for achievement of the technical criteria specified in the Technical' criteria of PQR (as in '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. 'EXECUTED' means the bidder should have achieved the criteria specified in the Technical criteria of PQR (as in 'B' above) even if the Contract has not been completed or closed. <p><u>Explanatory Notes for QR 'B1'</u></p> <ul style="list-style-type: none"> For QR 'B1' above, actual executed value shall be considered. For QR 'B1' above, 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- $P = \left\{ R + 0.425 \times R \times \frac{(X_N - X_0)}{X_0} + 0.425 \times R \times \frac{(Y_N - Y_0)}{Y_0} \right\}$ <p>Where P = Updated value of work R = Value of executed work X_N = All India Avg. Consumer Price index for industrial workers for three months prior to the month of latest</p>			

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	<p>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).</p> <p>X_0 = All India Avg. Consumer Price index for industrial workers for last month of work execution.</p> <p>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).</p> <p>Y_0 = Monthly Whole Sale Price Index for All Commodities for last month of work execution.</p> <ul style="list-style-type: none">• Relevant documents, meeting above requirements at C & D, shall be submitted by bidders.
--	---

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

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

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Format-1

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

To,

.....

.....

Dear Sir,

Sub: Bid for NIT 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 fulfilment 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: Please tick (<input checked="" type="checkbox"/>) whichever applicable:- ONE TIME EMD / ONLY FOR THIS TENDER	
5	Validity of Offer	TO BE VALID FOR SIX MONTHS FROM DUE DATE	
		APPLICABILITY (BY BHEL)	ENCLOSED BY BIDDER
6	Whether the format for compliance with PRE QUALIFICATION CRITERIA (ANNEXURE-I) is understood and filled with proper supporting documents referenced in the specified format	Applicable	YES / NO
7	Audited profit and Loss Account for the last three years	Applicable/Not Applicable	YES/NO
8	Copy of 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	Declaration by Authorized Signatory	Applicable/Not Applicable	YES/NO
12	No Deviation Certificate	Applicable/Not Applicable	YES/NO
13	Declaration confirming knowledge about Site Conditions	Applicable/Not Applicable	YES/NO
14	Declaration for relation in BHEL	Applicable/Not Applicable	YES/NO

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15	Non-Disclosure Certificate	Applicable/Not Applicable	YES/NO
16	Bank Account Details for E-Payment	Applicable/Not Applicable	YES/NO
17	Capacity Evaluation of Bidder for current Tender	Applicable/Not Applicable	YES/NO
18	Tie Ups/Consortium Agreement are submitted as per format	Applicable/Not Applicable	YES/NO
19	Power of Attorney for Submission of Tender/Signing Contract Agreement	Applicable/Not Applicable	YES/NO
20	Analysis of Unit rates	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 :

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

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ANNEXURE – 3

Certificate by Chartered Accountant on letter head

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

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

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

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

(Strike off whichever is not applicable)

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

Or

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

Or

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

Date:

(Signature)

Name:

Membership Number:

Seal of the Chartered Accountant

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ANNEXURE – 4

Reverse Auction Process Compliance Form

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

To

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

Sub: Agreement to the Process related Terms and Conditions

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the RFQ document for {Items} against BHEL enquiry/ RFQ no.{.....} dt. {.....}

This letter is to confirm that:

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

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

With regards

Signature with company seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

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

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ANNEXURE – 5

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

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

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ANNEXURE – 6

RA price confirmation and breakup (To be submitted by L1 bidder after completion of RA)

To

- M/s. Service provider
- Postal address

CC: M/s BHEL

{Unit-
Address-}

Sub: **Final price quoted during Reverse Auction and price breakup**

Dear Sir,

We confirm that we have quoted.

Rs.{____ in value & in words _____} for item(s) covered under tender enquiry No. {...} dt.{...}

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

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

The price break-up is as given below.

Total

=====

- Rs. in value & in words

=====

Yours sincerely,

For _____

Name:

Company:

Date:

Seal:

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ANNEXURE – 7

UNDERTAKING

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

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir/Madam,

Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS

Ref: NIT/Tender Specification No:

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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Format-3

OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER

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

Offer Reference No:.....

Date:.....

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Submission of Offer against Tender Specification No:

I/We hereby offer to carry out the work detailed in the Tender Specification issued by Bharat Heavy Electricals Limited, Power Sector - Southern Region Yadadri, in accordance with the terms and conditions thereof.

I/We have carefully perused the following listed documents connected with the above work and agree to abide by the same.

1. Amendments/Clarifications/Corrigenda/Errata/etc. issued in respect of the Tender documents by BHEL
2. Notice Inviting Tender (NIT)
3. Price Bid
4. Technical Conditions of Contract

Should our Offer be accepted by BHEL for Award, I/we further agree to furnish 'Security Deposit' for the work as provided for in the Tender Conditions within the stipulated time as may be indicated by BHEL.

I / We further agree to execute all the works referred to in the said Tender documents upon the terms and conditions contained or referred to therein and as detailed in the appendices annexed thereto.

I/We have deposited/depositing herewith the requisite Earnest Money Deposit (EMD) as per details furnished.

Authorized Representative of Bidder

Signature:

Name:

Address:

Place:

Date:

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Format-4

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER (To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: **Declaration by Authorised Signatory**

Ref: 1) NIT/Tender Specification No:,
2) All other pertinent issues till date

I/We, hereby certify that all the information and data furnished by me with regard to the above Tender Specification are true and complete to the best of my knowledge. I have gone through the specifications, conditions, stipulations and all other pertinent issues till date, and agree to comply with the requirements and Intent of the specification.

I further certify that I am authorised to represent on behalf of my Company/Firm for the above mentioned tender and a valid Power of Attorney to this effect is also enclosed.

Yours faithfully,

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

Date:

Enclosed: Power of Attorney

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Format-5

NO DEVIATION CERTIFICATE

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

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : No Deviation Certificate

Ref :

- 1) NIT/Tender Specification No:,
- 2) All other pertinent issues till date

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred NIT/Tender Specification.

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized representative of the bidder)

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Format-6

DECLARATION CONFIRMING KNOWLEDGE ABOUT SITE CONDITIONS

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

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: **Declaration confirming knowledge about Site conditions**

Ref: 1) NIT/Tender Specification No:,
2) All other pertinent issues till date

I / We, _____ hereby declare and confirm that we have visited the Project Site as referred in BHEL Tender Specifications and acquired full knowledge and information about the Site conditions including Wage structure, Industrial Climate, the Law & Order and other conditions prevalent at and around the Site. We further confirm that the above information is true and correct and we shall not raise any claim of any nature due to lack of knowledge of Site conditions.

I/We, hereby offer to carry out work as detailed in above mentioned Tender Specification, in accordance with Terms & Conditions thereof.

Yours faithfully,

(Signature, Date & Seal of Authorized Representative of the Bidder)

Date:

Place:

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Format-7

DECLARATION FOR RELATION IN BHEL

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: **Declaration for relation in BHEL**

Ref: 1) NIT/Tender Specification No:,

I/We hereby submit the following information pertaining to relation/relatives of Proprietor / Partner(s) / Director(s) employed in BHEL.

Tick (✓) any one as applicable:

1. The Proprietor, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in BHEL

OR

2. The Proprietor, Partner(s), or Director(s) of our Company / Firm have relation / relatives employed in BHEL and their particulars are as below:

(i)

(ii)

Signature of the Authorised Signatory

Note:

1. Attach separate sheet, if necessary.
2. If BHEL Management comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable action against the Bidder / Contractor.

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Format-8

NON DISCLOSURE CERTIFICATE

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

I/We understand that BHEL PSSR is committed to Information Security Management System as per their Information Security Policy.

Hence, I/We M/s..... who are submitting offer for providing services to BHEL PSSR against Tender Specification No: _____, hereby undertake to comply with the following in line with Information Security Policy of BHEL PSSR, Chennai.

- To maintain confidentiality of documents & information which shall be used during the execution of the Contract.
- The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL PSSR.

(Signature, date & seal of Authorized Signatory of the bidder)

Date:

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Format-9

MANDATE FORM

ELECTRONIC CLEARING SERVICE (CREDIT CLEARING)/REAL TIME GROSS SETTLEMENT (RTGS) FACILITY FOR RECEIVING PAYMENTS

A. DETAILS OF BANK ACCOUNT HOLDER:-

NAME OF THE ACCOUNT HOLDER	
COMPLETE CONTACT ADDRESS	
TELEPHONE NUMBER/FAX/MAIL	

B. BANK ACCOUNT DETAILS

BANK NAME	
BRANCH NAME WITH COMPLETE ADDRESS, TELEPHONE NUMBER AND EMAIL	
WHETHER THE BANK IS COMPUTERISED?	
WHETHER THE BANK IS RTGS ENABLED? IF YES, THEN WHAT IS THE BRANCH'S IFSC CODE	
IS THE BRANCH IS ALSO NEFT ENABLED?	
TYPE OF BANK ACCOUNT (SB/CURRENT/CASH CREDIT)	
COMPLETE BANK ACCOUNT NUMBER (LATEST)	
MICR CODE OF BANK	

DATE OF EFFECT:-

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect I would not hold the user Institution responsible. I have read the option invitation letter and agree to discharge responsibility expected of me as a participant under the scheme.

Date:

()

Signature of Customer

Certified that the particulars furnished above are correct as per our records.

(Bank's Stamp)

()

Date

Signature of Bank Manager

Please attach a photocopy of cheque along with the verification obtained from the bank.

In case your Bank is presently not "RTGS Enabled", then upon its up gradation to "RTGS Enabled" branch, please submit the information again in the above proforma to the Department at earliest.

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POWER OF ATTORNEY for SUBMISSION OF TENDER / SIGNING CONTRACT AGREEMENT

(To be typed on non-judicial Stamp Papers of appropriate value as applicable and notarised)

KNOW ALL MEN BY THESE PRESENTS, that I / We do hereby make, nominate, constitute and appoint Mr , whose signature given below herewith to be true and lawful Attorney of M/s..... hereinafter called 'Company', for submitting Tender/entering into Contract and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of Company with M/s Bharat Heavy Electricals Ltd, Power Sector Southern Region, No 11, TEK Towers, Okkiyam Thoraipakkam, Old Mahabalipuram Road, Chennai-97 in connection with.....

vide Tender Specification No : _____, dated _____.

And the Company do hereby agree to ratify and confirm all acts, deeds, things or proceedings as may be lawfully done by the said attorney and by or on behalf of the company and in the name of the company, by virtue of the powers conferred herein and the same shall be binding on the company and shall have full force and effect.

IN WITNESS WHEREOF the common seal of the company has been hereunto affixed in the manner hereinafter appearing on the document. Dated at _____, this _____ day of _____
Director / CMD / Partner / Proprietor

Signature of Mr..... (Attorney)

Attested by: Director/CMD/Partner/Proprietor

Witness:

Notary Public

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BID SECURITY DECLARATION FORM

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

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Bid Security Declaration

Ref:

- 1) NIT/Tender Specification No:
- 2) All other pertinent issues till date

I/We Mr/ Ms..... authorized person to sign the bid documents for tender pertaining to the captioned scope do hereby declare that I/We have gone through the entire tender documents including terms and condition mentioned in the tender documents and undertake to comply with them.

I/We further declare that we will not withdraw our bid or modify our offer during the period of validity of the bid after the deadline for submission of such documents.

If I/we withdraw or modify the bids during the period of validity, or if I/We are awarded the contract and fail to sign the contract, if applicable or to submit security deposit as defined in the tender document/LOA, we will be suspended for the period of time as specified in the tender document from being eligible to submit bids/proposals to BHEL.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized representative of the bidder)

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Important Information

1. Refer Chapter XII of Volume IB Special Conditions of Contract regarding Suspension of Business Dealings: The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/contractors' has now been uploaded on www.bhel.com on "supplier registration page" at the following link: http://www.bhel.com/vender_registration/pdf/Suspension_guidelines_abridged.pdf
2. All Statutory Requirements as applicable for this project shall be complied with.
3. Following clause shall form part of the HSE documents issued under Chapter IX of Volume IB 'Special Conditions of Contract'
"In case of any financial deduction made by Customer for lapses of safety other than what is provided elsewhere in the contract, the same shall be charged on back-to-back basis on the defaulting contractor without prejudice to any other right spelt anywhere in the tender /contract"
4. Compensation in case of Death/ Permanent Incapacitation of Person: BHEL shall recover the amount of compensation paid to victim (s) by BHEL towards loss of life/ permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employee as detailed below:
 - (a) Victim: Any person who suffers permanent disablement of dies in an accident as defined below.
 - (b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/ operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works/ during working at BHEL Units/ Offices/ townships and premises/ Project sites.
 - (c) Compensation in respect of each of the victims:
 - (i) In the event of death or permanent disability resulting from Loss of both limbs: Rs 10,00,000/- (Rs Ten Lakh)
 - (ii) In the event of other permanent disability: Rs 7,00,000/- (Rs Seven Lakh)
 - (d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2(l) of the Employee's Compensation Act, 1923.
5. Bidder to strictly follow all the necessary guidelines issued by Customer, District Magistrate, State Government and Central government to control Covid-19 outbreak.
6. The following Clauses of Special Conditions of Contract shall not be applicable for this Contract.
 - (a) General Intent of Specifications – Clause No. 1
 - (b) General Services to be rendered by the Bidder – Clause No. 2.1 to 2.8
 - (c) General Technical Requirement (codes and Standards) – Clause No. 3
 - (d) Obligations of contractor (In respect of tools, tackles, consumables, etc. employment of supervisory staff and workmen) – Clause No. 4
 - (e) Responsibilities of Contractor in respect of Labour, Supervisory Staff, etc. – Clause No. 5.5 and 5.11

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- (f) Material Handling, Storage, preservations, etc. – Clause No. 6
 - (g) Drawings and documents – Clause No. 7
 - (h) Occupational Health, Safety & Environment Management / Quality Assurance Programme – Clause No. 9
 - (i) Performance Monitoring – Clause No. - 11
7. The following Clauses of General Conditions of Contract shall not be applicable for this Contract.
- (a) Additional security deposit (ASD) – Clause No. 1.15.13
 - (b) Progress Monitoring, Monthly Review and Performance Evaluation - Clause No. 2.9
 - (c) Time of Completion – Clause No. 2.10
 - (d) Extension of time for completion – Clause No. 2.11
 - (e) Overrun Compensation - Clause No. 2.12
 - (f) Interest bearing Recoverable advance - Clause no.2.13
 - (g) Extra Works - Clause no.2.15
 - (h) Supplementary Works - Clause no.2.16
 - (i) Price variation Compensation - Clause no. 2.17
 - (j) Insurance – Clause No. 2.18
 - (k) Retention Amount - Clause no. 2.22
 - (l) Performance Guarantee for Workmanship - Clause no. 2.24
8. Clause No. 1.9 “EARNEST MONEY DEPOSIT” of GCC shall not be applicable for this contract. However, Bidders are requested to submit the “Bid Security Declaration Format” as per Format-11.
9. Clause No. 1.10 “SECURITY DEPOSIT” of GCC shall be amended as below:

Security Deposit: Upon acceptance of Tender, the successful Tenderer should deposit the required amount of Security Deposit for satisfactory completion of work, as given below:

- (i) Total amount of Security Deposit will be 5% of the contract value.
- (ii) The security Deposit should be furnished before start of the work by the contractor as per following mode of payment:

Local cheques of Scheduled Banks (subject to realization) / Pay Order/ Demand Draft / Electronic Fund Transfer in favour of BHEL.

For Electronic Fund Transfer the details are as below:

(a) Name of the Beneficiary -: Bharat Heavy Electricals Limited

(b) Bank Particulars:

- Bank Name -: State Bank of India
- Branch Address-: Damarcherla (M), Nalgonda (D)
- Branch Code -: 21956
- Bank Account Number -: 31071530332
- Bank Account Type -: Current Account
- 11 Digit IFSC Code of Beneficiary Branch -: SBIN0021956

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- (iii) At least 50% of the Security Deposit should be deposited in any form as prescribed before start of the work and the balance 50% of the Security Deposit will be recovered by deducting 10% of the gross amount progressively from each running bills of the contractor till the total amount of the required Security Deposit is collected.
- (iv) The Security Deposit shall not carry any interest.
- (v) If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the excess Security Deposit due the enhancement shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.
- (vi) BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit against any claims of other contracts with BHEL.
- (vii) **Penalty for Delayed Remittance of Security Deposit** - If the contractor fails to furnish SD before start of work, Simple Interest against delayed remittance of the Security Deposit shall be deducted from the sub-contractor at the rate of SBI PLR + 2% on the value of 50% SD of the contract, for the delayed period (i.e., period between start of work and date of remittance of Initial SD, i.e., at least 50% of SD). In case, the delayed period has different SBI PLR rates, Simple Interest shall be calculated based on different rates by considering the corresponding time period. On similar lines Penalty shall be levied for delayed remittance of Additional Security Deposit (if applicable).

10. Clause No. 2.7.2 "RIGHTS OF BHEL" of GCC shall be amended as below:

10.1. To terminate the contract or withdraw portion of work and get it done through other agency, at the risk and cost of the contractor after due notice of a period of two weeks by BHEL in any of the following cases:

- (i) Contractor's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor including unexecuted portion of work does not appear to be executable within balance available period considering its performance of execution.
- (ii) Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
- (iii) Non-completion of work by the Contractor within scheduled completion period as per Contract or as extended from time to time, for the reasons attributable to the contractor.
- (iv) Termination of Contract on account of any other reason (s) attributable to Contractor.
- (v) Assignment, transfer, subletting of Contract without BHEL's written permission.
- (vi) Non-compliance to any contractual condition or any other default attributable to Contractor.

10.2. Risk & Cost Amount against Balance Work:

$$\text{Risk \& Cost Amount} = [(A-B) + (A \times H/100)]$$

Where,

A= Value of Balance scope of Work (*) as per rates of new contract

B= Value of Balance scope of Work (*) as per rates of old contract being paid to the contractor at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor to be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

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* Balance scope of work (in case of termination of contract):

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work for calculating risk & cost amount.

Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.

Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities.

Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.

However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.

NOTE: In case portion of work is being withdrawn at risk & cost of contractor instead of termination of contract, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work' for calculating Risk & Cost amount.

10.3. LD against delay in executed work in case of Termination of Contract:

LD against delay in executed work shall be calculated in line with LD Clause No. 2.7.9 of GCC, for the delay attributable to contractor. For limiting the maximum value of LD, contract value shall be taken as Executed Value of work till termination of contract.

Method for calculation of "LD against delay in executed work in case of termination of contract" is given below.

- (i) Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor = T_1
- (ii) Let the value of executed work till the time of termination of contract = X
- (iii) Let the Total Executable Value of work for which inputs/fronts were made available to contractor and were planned for execution till termination of contract = Y
- (iv) Delay in executed work attributable to contractor i.e. $T_2 = [1 - (X/Y)] \times T_1$
- (v) LD shall be calculated in line with LD Clause No. 2.7.9 of the Contract for the delay attributable to contractor taking " X " as Contract Value and " T_2 " as period of delay attributable to contractor.

11. Clause No. 2.7.3 "RIGHTS OF BHEL" of GCC shall be amended as below:

Recoveries arising out of Risk & Cost and LD or any other recoveries due from Contractor:

Following sequence shall be applicable for recoveries from contractor:

- (i) Dues available in the form of Bills payable to contractor, SD, BGs against the same contract.
- (ii) Demand notice for deposit of balance recovery amount shall be sent to contractor, if funds are insufficient to effect complete recovery against dues indicated in (a) above.

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- (iii) If contractor fails to deposit the balance amount to be recovered within the period as prescribed in demand notice, following action shall be taken for balance recovery:
 - (iv) Dues payable to contractor against other contracts in the same Region shall be considered for recovery.
 - (v) If recovery cannot be made out of dues payable to the contractor as above, balance amount to be recovered, shall be informed to other Regions/Units for making recovery from the Unpaid Bills/Running Bills/SD/BGs/Final Bills of contractor.
 - (vi) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor.
12. Clause No. 2.7.9 "LIQUIDATED DAMAGES/PENALTY" of GCC shall be applicable for the reason other than that for Penalties applicable for this contract shall be in-line with Clause No. 2.2.3 "Other Conditions" of Chapter-II-Scope of Work (of Technical Conditions of Contract).

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2021

TECHNICAL CONDITIONS OF CONTRACT

Bharat Heavy Electricals
Limited



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TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-I: Project Information

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1.1 Project Information:

Sl. No.	Description	Details
1	Project Title	5x800 MW Yadadri Thermal Power Station
2	Customer	Telangana State Power Generation Corporation Limited (TSGENCO)
3	Location	Site is located 7Km from the NH-565 (SH2) Veerlapalem Village, Damarcherla Mandal, Nalgonda District, Telangana State
4	Nearest Railway Station	Damarcherla about 6.5Km
5	Nearest Airport	Vijaywada about 130Km
6	Nearest Town	Miryalaguda about 30Km
7	Site Conditions	
7a	Average Min. Ambient Temperature	10°C
7b	Average Max. Ambient Temperature	47°C
7c	Annual Rainfall	600mm
7d	Mean Wind Speed	8Km/h
7e	Plant Elevation above MSL	85m

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TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-II: Scope of Work and Technical Specification

2.1 Scope of Work: Agency shall provide Field Quality Assurance Engineers (FQAE) in the areas / packages mentioned below and as specified elsewhere, at BHEL 5x800 MW Yadadri Project sites.

2.1.1 Fabrication and Erection of Steel Structure (Power House, Coal Handling Plant, Ash Handling Plant, Chimney & NDCT):

- (i) Inspection and Sample checking of input materials (consisting mainly of steel plates / steel sections / steel materials etc.) as per Procedures / Field Quality Plans for Fabrication & Erection of Steel Structures approved by BHEL / Client or IS codes / standards. This shall include inspection of materials after receipt at site and verification of test certificates, Welder test, welder cards, electrodes, etc. RT, UT, SR, MPI, DP test, grouting etc.
- (ii) Review of inspection & test reports of the checks which are not under witness category as per FQP and conducting periodical quality surveillance audits at various stages of erection and finally on completion of work as per the approved Field Quality Plan.
- (iii) Collection and compilation of various log sheets / test results / reports of checks performed as above, certification / authentication of test results / reports, and submitting to client in the agreed format.
- (iv) Conducting periodical quality surveillance audits at the site office of sub-Contractors of BHEL to ensure valid calibration of monitoring/ measuring instruments & devices and testing equipment, Proper documentation and record keeping of Inspection data, log sheets, protocols, test certificates etc. as per BHEL quality systems.

2.1.2 Erection and Commissioning of Boiler & Auxiliary:

Boiler & Auxiliaries mainly consists of Boiler Supporting Structures, Pressure Parts, ESP, Ducts & Dampers/ Gates, Rotating Machines like Forced Draft Fan, Induced Draft Fan, Primary Air Fan, Coal Mills, Coal Feeders, Air Pre-heater, Valves & Soot Blowers, Fuel Firing System, and High Pressure Piping, Insulation etc.

Scope of the work for the FQAEs deployed by the Contractor, under this package shall comprise mainly of following activities:

- (i) Inspection for the checks to be performed e.g. Welder test, welder cards, electrodes, etc., RT, UT, SR, MPI, DP test, grouting etc. on the equipment / systems by the sub-Contractor of BHEL as per applicable Procedures / Field Quality Plans for Erection & Commissioning approved by BHEL / Client.
- (ii) Review of inspection & test reports of the checks which are not under witness category as per FQP and conducting periodical quality surveillance audits at various stages of erection and finally on completion of work as per the approved Field Quality Plan.
- (iii) Collection and compilation of various log sheets / test results/ reports of checks performed as above certification/ authentication of test results / reports, and submitting to client in the agreed format.
- (iv) Conducting periodical quality surveillance audits at the site office of sub-Contractors of BHEL to ensure valid calibration of monitoring / measuring instruments & devices and testing equipment, Proper documentation and record keeping of Inspection data, log sheets, protocols, test certificates etc. as per BHEL quality systems.

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- (v) FQAEs are expected to ensure turn out of Quality requirements in respective equipment / systems by way of close monitoring & involving in process effectively.

2.1.3 Erection and Commissioning of Turbine, Generator & Auxiliaries:

This package mainly consists of Steam Turbine/ Gas Turbine, Generators, Heat Exchangers, Pumps, and LP Piping, Condenser, Heaters, De-aerator, Insulation etc.

Scope of the work for the FQAEs deployed by the Contractor, under this package shall comprise mainly of following activities:

- (i) Inspection for the checks to be performed on the equipment / systems by the sub-Contractor of BHEL as per applicable Procedures / Field Quality Plans for Erection & Commissioning approved by BHEL / Client.
- (ii) Review of inspection & test reports of the checks which are not under witness category as per FQP and conducting periodical quality surveillance audits at various stages of erection and finally on completion of work as per the approved Field Quality Plan.
- (iii) Collection and compilation of various log sheets/ test results/ reports of checks performed as above, certification/ authentication of test results/ reports, and submitting to client in the agreed format.
- (iv) Conducting periodical quality surveillance audits at the site office of sub-Contractors of BHEL to ensure valid calibration of monitoring/ measuring instruments & devices and testing equipment, Proper documentation and record keeping of Inspection data, log sheets, protocols, test certificates etc. as per BHEL quality systems.

2.1.4 Erection and Commissioning of FGD:

FGD mainly consists of Supporting Structures, agitator, absorber, vacuum belt filter, booster fan, gates and dampers / ducts, limestone silos, oxidation lower, tans etc.

Scope of the work for the FQAEs deployed by the Contractor, under this package shall comprise mainly of following activities:

- (i) Inspection for the checks to be performed e.g. Welder test, welder cards, electrodes, etc., RT, UT, SR, MPI, DP test, grouting etc. on the equipment/ systems by the sub-Contractor of BHEL as per applicable Procedures/ Field Quality Plans for Erection & Commissioning approved by BHEL/ Client.
- (ii) Review of inspection & test reports of the checks which are not under witness category as per FQP and conducting periodical quality surveillance audits at various stages of erection and finally on completion of work as per the approved Field Quality Plan.
- (iii) Collection and compilation of various log sheets/ test results/ reports of checks performed as above certification/ authentication of test results/ reports, and submitting to client in the agreed format.
- (iv) Conducting periodical quality surveillance audits at the site office of sub-Contractors of BHEL to ensure valid calibration of monitoring/ measuring instruments & devices and testing equipment, Proper documentation and record keeping of Inspection data, log sheets, protocols, test certificates etc. as per BHEL quality systems.

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- (v) FQAEs are expected to ensure turn out of Quality requirements in respective equipment/ systems by way of close monitoring & involving in process effectively.

2.2 Qualification and Experience requirements of Contractor's Personnel:

2.2.1 Qualification:

- (i) Field Quality Assurance Engineers (FQAEs) deployed by the Contractor shall be qualified Engineering degree holders or qualified Diploma holders (having only Full Time / Regular Engineering Degree or Full Time / Regular Diploma from AICTE Recognized Institute) with minimum of 55% of Marks.
- (ii) FQAEs shall also possess Level-II in NDT (RT, UT, DPT & MPI) for mechanical FQAEs with valid certificate of ASNT / ISNT.
- (iii) Depending upon the requirement of scope of work, FQAEs' branch of Engineering shall be Mechanical Engineering / Electrical Engineering.

2.2.2 Experience:

Graduate Engineers shall have minimum 2 years' experience and Diploma holders shall have minimum 4 years' experience in power plants or/and refineries of equivalent nature of work. Depending upon the requirement, the experience of FQAEs' shall include but not be limited to areas and details given below.

- (i) In general, the experience of FQAEs shall be in the area of Field Quality Assurance in the areas pertaining to scope as mentioned at clause 2.1 above.
- (ii) Good knowledge of power plant products, Field Quality Plans, codes, standards, statutory requirements, inspection and test procedures of Power Plant equipment and systems mentioned at clause 2.1 above including materials, various type of welding and their inspection & testing etc.
- (iii) Undertaking inspection of installation of power plant equipment (like boilers & auxiliary systems, FGD, turbines, generators, piping, electrical switch boards / panels, transformers, motors, cabling, C & I Systems, Steel Structural works etc.) in the areas as given at 2.1 above.
- (iv) FQAE for Boiler area and fabrication area shall be additionally qualified ASNT/ISNT Level-II in Non-destructive testing (DPT, MPI, RT, UT).
- (v) The deployment of above manpower by the Contractor shall be subject to submission of Credentials / CVs of each of the Contractor's personnel to Site In-charge / Head (Quality) of BHEL and obtaining acceptance / approval from Customers in this regard.
- (vi) The Credential / CVs along with copy of NOC from present employer, identity and address, academic and professional qualifications, experience, etc. shall be submitted as per format enclosed in Annexure-I of company letterhead.
- (vii) Maximum Age of FQAEs shall be 45 Years as on date of submission of Credentials / CVs to BHEL.

2.2.3 Other Conditions:

- (i) Sub-letting of jobs within the agreed scope of work, in any manner is not permitted.
- (ii) FQAEs shall be governed by 'Confidentiality' clause. They shall not, in any manner, misuse

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the data / information.

- (iii) All drawings, specifications / FQP / QP and other relevant document / data provided to FQAEs for undertaking relevant tasks, shall be returned to BHEL after completion of job / completion / termination of contract. Such documents shall not be used by the FQAEs for any purpose other than for the designated task.
- (iv) All Quality Plans, data / findings, inspection and other reports, test results, radiographs etc. generated and used by the FQAE shall be the property of BHEL. These cannot be published / utilized or taken away by the FQAE or any employee of the Contractor.
- (v) All measuring & testing Instruments / equipment will be arranged by BHEL / sub-Contractors working at site. Field Quality Assurance Engineers shall undertake visual / physical checking of instruments and co-relation with valid calibration certificates before using any measuring & testing instruments/ equipment. FQAEs shall ensure for use of calibrated measuring & testing Instruments / equipment.
- (vi) Field Quality Assurance Engineers shall be fully responsible for the tasks allotted to / undertaken by them, authenticity of the test results etc. They shall prepare documents, witness / undertake inspections and submit the documents/ reports to BHEL in time without hindrance of work.
- (vii) Credentials of FQAEs shall be verified and approved by BHEL Yadadri and/or its customer prior to their deployment.
- (viii) FQAEs at BHEL Yadadri sites shall work under Quality / Erection Engineers as per Site-in-Charge's decision. They shall administratively report to General Manager or his nominee. For any ambiguity, decision shall rest with Head / Quality – Yadadri.
- (ix) FQAEs shall interact with Contractors, customers / consultants, erection agencies with regard to readiness of items to be inspected and other relevant Quality matters. They shall keep the Site-in-Charge / Erection Engineer / Quality Head (as the case may be) apprised of all such discussions / interactions on daily basis.
- (x) Reasonable office space with furniture for proper functioning of the Contractor's FQAE will be provided by BHEL free of any charges.
- (xi) Contractor shall arrange lodging / fooding and conveyance to the FQAEs posted at Yadadri site at their cost. BHEL shall not provide any accommodation and conveyance.
- (xii) Normally, the role of FQAEs shall be limited to the place of their deployment. However, in case of any requirement for outstation work is to be taken on behalf of BHEL, following guidelines shall be applicable:
 - (a) For assignments outside project site but limited to 250 Km radius, necessary transport for Contractor's staffs shall be arranged by BHEL / its sub-Contractors free of any charges to the Contractor. No additional payment to the Contractor will be made for such assignments.
 - (b) For assignments outside project Site beyond 250 Km radius of Project sites, following additional payment shall be reimbursed to the Contractor:
 - I. To and fro Rail fare limited to AC two tier by express / mail train fare by shortest route

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from respective place of deployment & back against submission of ticket / receipt / proof plus lump-sum amount of Rs. 250/- (Rupees Two hundred fifty only) will be paid per person per day (here day means 24 hours and calculation shall be based on number of hours stay at outstation i.e. $\frac{1}{4}$ for stay up to 6 hours, $\frac{1}{2}$ for stay for more than 6 hours but up to 12 hrs and full for stay beyond 12 hours). In case of travel by road through bus / taxi, fare limited to AC two tier of express / mail train for the distance travelled shall be paid.

II. In case of night stay required at outstation, BHEL will provide lodging facility. In case, BHEL is not able to provide lodging facility, lodging charges @ Rs. 1,500/- (Rupees one thousand five hundred only) per day per person will be reimbursed to the Contractor against billing.

III. The movement of Contractor's FQAEs outside the project site shall be subject to the prior approval of BHEL General Manager.

- (xiii) Contractor shall make available suitable personnel / senior level technical personnel (other than Field Quality Assurance Engineers posted at site) for discussions / interactions with BHEL, Customers / Consultants, vendors / sub-Contractors wherever need arises. Senior level personnel of Contractor will visit the site periodically (at least once in 3 months) wherever their personnel are posted to ascertain the quality of jobs performed by their site personnel and for further betterment of jobs executed by them. Such visits of senior personnel of the Contractor will be free of any additional charges to BHEL.
- (xiv) FQAEs shall follow working hours, number of working days per week, weekly off and holidays as per norms and holiday list of BHEL office where they are deployed.
- (xv) Each man day shall consist of 8 (eight hours) working hours excluding lunch break. However, at times work may continue round the clock including on Sundays and holidays and services of FQAEs may be required beyond the normal working hours as decided by BHEL. No compensation, in any form, shall be given by BHEL for such over stays beyond normal working hours or working on Sundays and Holidays. However, BHEL shall ensure adequate breaks / rest to FQAEs during overstay / Holidays / Sundays.
- (xvi) In case FQAEs go on long leave exceeding 15 days, the Contractor will have to make suitable alternative arrangements for deployment of suitable personnel during the absenteeism. In case substitute FQAE is not deployed by the Contractor, BHEL will impose penalty from 16th days onwards @ 1.5 times per man-day rate of agreement on pro-rata basis from the earliest monthly bill or Security deposit (SD) of Contractor or from any sites where Contractor is working.
- (xvii) Contractor shall ensure that payment and dues admissible to FQAEs deployed are made by the last working day of every month, failing which BHEL reserves the right to make such payments and dues to FQAEs. Such payments shall be back charged / recovered from bills of the Contractor or from security deposit / bank guarantee with additional overhead charges @ 20%. Contractor shall furnish duly signed and stamped copies of pay roll sheet as proof of disbursement of all payments to FQAEs within two months of due date of Pay date.
- (xviii) BHEL reserves the right to regulate strength of deployment of Contractor's manpower as per requirements and / or to short-close the contract. In such eventuality, 15 days' notice shall be given by BHEL to the Contractor and payment shall be made for the completed months or part

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thereof on pro-rata basis. No other compensation will be given by BHEL.

- (xix) In case any the performance of the FQAEs is found to be unsatisfactory, his services shall be discontinued by BHEL and no payment shall be made against deployment of such unacceptable Engineers, from the date FQAE has been notified as unsatisfactory. Replacement of such persons will have to be arranged by the Contractor within 15 days, else clause (xvi) as above shall prevail.
- (xx) In case any FQAE found to indulge in malpractice/s, their services will be terminated with immediate effect without giving any notice. Also, in such cases, BHEL may impose penalty and/ or impound the payment towards services rendered by such FQAEs. Replacement of such persons will have to be arranged by the Contractor within 15 days else Clause (xvi) as above shall prevail.
- (xxi) In case, the Contractor fails to provide FQAEs within 15 days after acceptance of CVs by Site else BHEL will impose penalty from 16th days onwards @ 1.5 times per man-day rate of agreement on pro-rata basis from the earliest monthly bill or Security deposit (SD) of Contractor or from any sites where Contractor is working.
- (xxii) The Contractor shall arrange for adequate medical facilities and life insurance for deployed FQAEs at Contractor's cost.

2.2.4 Insurance:

- (i) It shall be the sole responsibility of Contractor to take insurance policies for the FQAEs against risks of accidents and injury while at work and make compensation as per applicable rules and regulations prevalent in the area.
- (ii) If due to negligence and / or non-observance of safety and other precautions by FQAEs, any accident / injury occurs to any other person(s) / public, the Contractor shall bear necessary compensation and other expenses, if so decided by the appropriate authority.
- (iii) In the first place, BHEL shall avoid issuing any T&P / MMEs to FQAE. Though in unavoidable circumstances, FQAE will take necessary precautions and due care to protect any material / equipment / MME / hardware etc., while in his custody, from any damages / loss till the same is returned / handed over to BHEL or Customer. BHEL reserves the right to recover loss from Contractor, in case the damage / loss is due to carelessness / negligence on the part of FQAEs of the Contractor. In case of any theft, while in custody of Contractor's FQAEs, matter shall be reported to Police by the FQAE / Contractor immediately and copy of FIR and subsequent police investigation report shall be submitted within 72 hrs to BHEL for taking up with insurance company failing which full cost with 10% overhead charges shall be recovered from Contractor's bills.
- (iv) In case any surrounding property gets damaged due to negligence / carelessness of FQAEs, the Contractor shall submit necessary documents for lodging insurance claim as required by BHEL. BHEL, however, reserves the right to recover deductible franchise and also unsettled portion of insurance claim from the Contractor.
- (v) It is the responsibility of the contractor to arrange gate pass for all his employees, for entering the project premises. Necessary coordination with customer officials is the responsibility of the contractor. Contractor to follow all the procedures laid down by the customer for making gate passes. Where permitted, by customer / BHEL, to work beyond normal working hours, the

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contractor shall arrange necessary work permits for working beyond normal working hours. In special case where the customer requires any kind of legal/ non legal documentation like indemnity bonds etc. for deploying the FQAE's, it is the responsibility of the contractor to arrange the same on demand.

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

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

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4. Not Applicable

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Chapter-V: T&Ps and MMEs to be deployed by BHEL on sharing basis

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5. Not Applicable

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Chapter-VI: Time Schedule

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6.1 Contract Period:

The period of contract is for 12 months from the date of Letter of Award / Work Order. However, this contract may be extended (up to a maximum of another 03 months) on the same terms & conditions, at the same rates, and at the discretion of BHEL.

6.2 Mobilization:

FQAEs shall be mobilized within 15 days from the date of receipt of clearance / intimation from BHEL.

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Chapter-VII: Terms of Payment

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- 7.1 Based on man months deployed and certification by General Manager for services at site, monthly payment will be made to the Contractor on pro-rata basis within 30 days of submission of bills.
- 7.2 It shall be the responsibility of Contractor to obtain and submit certificate from BHEL authority regarding deployment of FQAE (attendance statement).
- 7.3 Period between 1st day of the last month to last day of that month shall constitute one month.
- 7.4 The Contractor shall submit the monthly bills along with certification (as mentioned above) latest by 7th of succeeding month to respective BHEL site office.
- 7.5 Deductions, if any, shall be made by BHEL from the monthly bill and payment made within 30 days by respective BHEL site subject to correctness and completeness of the bill.
- 7.6 The RA bill payment shall be made as per Cl. No. 10.0 of Chapter –X of SCC (part of Volume I-BCD) and cl no 2.23 of GCC (part of Volume I-BCD). However, Clause no.10.3 & 10.4 of Chapter –X of SCC shall not be applicable.
- 7.7 However, schedule of regular disbursement of payment to FQAES shall be ensured irrespective of release of payment from BHEL.
- 7.8 The bills and relevant documents shall be submitted at the following address for payment.

General Manager/Yadadri
Bharat Heavy Electricals Limited
5x800 MW Yadadri TPS Project Site
Power Sector-Southern Region
Village - Veerlapalem, Mandal - Damarcherla,
District - Nalgonda
Telangana– 508 355

GST Number: 36AAACB4146P1ZG

Head Office: BHEL PSSR, Tek Towers, No.11, Old Mahabalipuram Road, Okkiyam,
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TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VIII: Taxes and other Duties

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8.1 Goods and service Tax (GST) & Cess:

- The successful bidder shall furnish proof of GST registration with GSTN Portal in the State in which the Project is being executed, covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by the successful bidder on BHEL for this project / work. If the Successful Bidder submits Invoice from a GST No. from outside the state where the project is being executed, then the Bidder shall furnish a declaration for the same in their Letter head, for the single supply of services/short term supply of services.
- Contractor's price/rates shall be exclusive of GST & Cess (if applicable) (herein after termed as GST). Contractor shall submit to BHEL the GST compliant tax invoice/debit note/revised tax invoice on the basis of which BHEL will claim the input tax credit in its return. Since this is a works contract, the applicable rate shall be @ 18% GST, as applicable presently.
- Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules wherein the 'Bill to' details will be as below:

BHEL GSTN - 36AAACB4146P1ZG

NAME - BHARAT HEAVY ELECTRICALS LIMITED

ADDRESS - BHEL SITE OFFICE, YADADRI THERMAL POWER STATION (5X800 MW),
VEERLAPALEM VILLAGE, DAMERACHERLA MANDAL, NALGONDA DISTRICT - 508355

- GST charged in the tax invoice/debit note/revised tax invoice 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.
- In case BHEL has to incur any liability (like interest / penalty etc.) due to denial/reversal / delay of input tax credit in respect of the invoice submitted by the contractor, for the reasons attributable to the contractor, the same shall be recovered from the contractor.
- Further, in case BHEL is deprived of the Input tax credit due to any reason attributable to contractor, the same shall not be paid or Recovered if already paid to the contractor.
- Tax invoice/debit Note/revised tax invoice shall contain all such particulars as prescribed in GST law and comply to the timelines for issue of the same. Invoices shall be submitted on time to the concerned BHEL Engineer In Charge.
- TDS under GST (if/ as & when applicable) shall be deducted at prevailing rates on gross invoice value from the running bills.
- E-way bills / Transit passes / Road Permits, if required for materials / T&P etc., bought into the project site is to be arranged by the Contractor only.
- BHEL shall not reimburse any amounts towards any interest / penalty etc., incurred by contractor. Any additional claim at a later date due to issues such as wrong rates / wrong classification by contractor shall not be paid by BHEL.
- Bidder Shall submit E-Invoice as per the GST Rules, if E-Invoicing has been enabled against their GSTIN No. Otherwise a Declaration may be submitted along with Invoice certifying that E-Invoicing is not enabled against their GSTIN No.

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- Bidder shall note that if the service which they are going to provide to BHEL is covered under RCM, then BHEL shall discharge the liability on RCM basis and no GST Payment will be released to the Bidder in any circumstances.

8.2 All taxes and duty other than GST & Cess:

The contractor shall pay all (save the specific exclusion viz GST & Cess) taxes, fees, license charges, deposits, duties, tools, royalty, commissions, Stamp Duties, or other charges / levies, which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract and the same shall not be reimbursed by BHEL. In case BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit.

8.3 Statutory Variations:

Statutory variations are applicable under the GST Acts, against production of proof. The changes implemented by the Central / State Government during the tenure of the contract viz. increase / decrease in the rate of taxes, applicability, etc. and its impact on upward revision / downward revision are to be suitably paid/ adjusted from the date of respective variation. The bidder shall give the benefit of downward revision in favour of BHEL. No other variations shall be allowed during the tenure of the contract.

8.4 New Taxes/Levies:

In case Government imposes any new levy / tax after submission of bid during the tenure of the contract, BHEL shall reimburse the same at actual on submission of documentary proof of payment subject to the satisfaction of BHEL that such new levy / tax is applicable to this contract.

8.5 Direct Tax:

BHEL shall not be liable towards Income Tax of whatever nature including variations thereof arising out of this contract as well as tax liability of the bidder and their personnel. Deduction of tax at source at the prevailing rates shall be effected by BHEL before release of payment as a statutory obligation, unless exemption certificate is produced by the bidder. TDS certificate will be issued by BHEL as per the provisions of Income Tax Act.

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