

E-TENDER SPECIFICATION

S. No.	E- TENDER SPECIFICATION NUMBER
01	BHE/PW/PUR/NTPRT-ENB ADDITIONAL YARD/2185

FOR

DEVELOPMENT OF ADDITIONAL STORAGE YARD OF APPROX. 2,00,000 SQM INCLUDING APPROACH ROAD & DRAIN, PIPE CULVERTS, FENCING & GATES, ELECTRICAL ILLUMINATION, ETC. AT 3 X 800 MW PVUNL PATRATU, JHARKHAND.

VOLUME I - TECHNICAL BID

THIS TENDER SPECIFICATION CONSISTS OF:

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



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

CONTENTS

Volume No	Description	Hosted in website bhel.com (Briefly) and detailed in BHEL e-Procurement Portal as files titled
NIL	Tender Specification Issue Details	(Part of Vol-IA-2185)
NIL	Notice Inviting Tender	(Part of Vol-IA-2185)
I-A	Technical Conditions of Contract	Vol-I-A-2185
I-B	Special Conditions of Contract	Vol-I-BCD-2185
I-C	General Conditions of Contract	(Part of Vol-I-BCD-2185)
I-D	Forms & Procedures	(Part of Vol-I-BCD-2185)
I-E	Drawings	Vol-IE-2185
II	Price Bid Specification as specified in E-Procurement Portal	Volume-II-2185

E-TENDER SPECIFICATION

S. No.	E- TENDER SPECIFICATION NUMBER
01	BHE/PW/PUR/NTPRT-ENB ADDITIONAL YARD/2185

FOR

DEVELOPMENT OF ADDITIONAL STORAGE YARD OF APPROX. 2,00,000 SQM INCLUDING APPROACH ROAD & DRAIN, PIPE CULVERTS, FENCING & GATES, ELECTRICAL ILLUMINATION, ETC. AT 3 X 800 MW PVUNL PATRATU, JHARKHAND.

EARNEST MONEY DEPOSIT: Refer Notice Inviting Tender

LAST DATE FOR TENDER SUBMISSION Refer Notice Inviting Tender

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

M/s.
.....

PLEASE NOTE:
THESE TENDER SPECS DOCUMENTS ARE NOT TRANSFERABLE.

For Bharat Heavy Electricals Limited

AGM (Purchase)

Place: Nagpur
Date:

2185

NOTICE INVITING TENDER

Bharat Heavy Electricals Limited



**BHEL PSWR
Notice Inviting Tender**

E-Tender Spec No: BHE/PW/PUR/NTPRT-ENB ADDITIONAL YARD/2185

Page 5 of 58

E-Tender Spec No: BHE/PW/PUR/NTPRT-ENB ADDITIONAL YARD/2185

Date: 07/09/2019

NOTICE INVITING E-TENDER (NIT)

NOTE: BIDDER MAY DOWNLOAD/ UPLOAD THE TENDER/ OFFER FROM/ON BHEL E-PROCUREMENT PORTAL → <https://bhel.abcprocure.com>

To,

Dear Sir/Madam,

Sub : NOTICE INVITING E-TENDER

Offers are invited in two part bid system from reputed & experienced bidders (meeting [PRE QUALIFICATION CRITERIA](#) as mentioned in Annexure-I) through [E-procurement portal](#) → <https://bhel.abcprocure.com> **only** for the subject job by the undersigned on behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender documents. Following points relevant to the tender may please be noted and complied with:

Note: **The bidder should respond by submitting their offer online only in our e-Procurement platform at <https://bhel.abcprocure.com>. No Hard copy bid/ bids through email/ fax shall be accepted.**

1.0 Salient Features of NIT

S No.	ISSUE	DESCRIPTION	
i	E-TENDER NUMBER	BHE/PW/PUR/NTPRT-ENB ADDITIONAL YARD/2185	
ii	Broad Scope of job	DEVELOPMENT OF ADDITIONAL STORAGE YARD OF APPROX. 2,00,000 SQM INCLUDING APPROACH ROAD & DRAIN, PIPE CULVERTS, FENCING & GATES, ELECTRICAL ILLUMINATION, ETC. AT 3 X 800 MW PVUNL PATRATU, JHARKHAND.	
iii	DETAILS OF TENDER DOCUMENT		
A	Volume-IA	<i>Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc.</i>	<i>Applicable</i>
B	Volume-IB	<i>Special Conditions of Contract (SCC)</i>	<i>Applicable</i>
C	Volume-IC	<i>General Conditions of Contract (GCC)</i>	<i>Applicable</i>
D	Volume-ID	<i>Forms and Procedures</i>	<i>Applicable</i>
E	Volume-IE	<i>Drawings</i>	<i>Applicable</i>
F	Volume-II	<i>Price Bid as specified in E-Procurement Portal</i>	<i>Applicable</i>
iv	Issue of Tender Documents	From https://bhel.abcprocure.com <i>(Tender documents will be available for downloading from BHEL e-Procurement website till due date of submission)</i> Brief information of the tender shall also be available at Central Public Procurement portal (https://eprocure.gov.in) and BHEL website (www.bhel.com).	<i>Applicable</i>

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India
Website: www.bhel.com

**BHEL PSWR
Notice Inviting Tender**

E-Tender Spec No: BHE/PW/PUR/NTPRT-ENB ADDITIONAL YARD/2185

Page 6 of 58

S No.	ISSUE	DESCRIPTION	
v	DUE DATE & TIME OF OFFER SUBMISSION	<p>Date: 17/09/2019, Time: 15.00 Hrs Place: on E-Tender Portal https://bhel.abcprocure.com</p> <p>• Offer to be submitted online only through e-procurement Portal</p>	Applicable
vi	OPENING OF TENDER (Techno-Commercial Bid)	<p>Date: 17/09/2019, Time: 16.00 Hrs Notes: (1) In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day. (2) This tender being an e-tender, it shall be opened online only through the E-Procurement Portal. Participating bidders may witness the Opening online only.</p>	Applicable
vii	EMD AMOUNT	<p>Rs. 13,40,000/- (Rupees Thirteen Lakhs Forty Thousands only) [To be submitted in the form and manner as mentioned below]</p> <p>Important Note: Bidders kindly to take note that EMD (Earnest Money Deposit) shall be furnished by MSE bidders as well, as per the amount and procedure indicated in the NIT/GCC.</p>	Applicable
viii	COST OF TENDER	<p>Rs 2000/- [To be submitted in the form and manner as mentioned below]</p>	Applicable
ix	LAST DATE FOR SEEKING CLARIFICATION	Three days before the due date of offer submission. Along with soft version also, addressing to undersigned & to others as per contact address given below.	Applicable
x	SCHEDULE OF Pre Bid Discussion (PBD)	--	Not Applicable
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	<p>Shri Arun Chandra Verma, IPS (Retd.) and Shri Virendra Bahadur Singh, IPS (Retd.)</p> <p>(Please refer Annexure-04 "Important Information" of NIT for more details)</p>	Applicable
xii	Latest updates	<p>Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com-->Tender Notifications →View Corrigendum), Central Public Procurement portal (https://eprocure.gov.in) & on e-tender portal https://bhel.abcprocure.com and not in the newspapers. Bidders to keep themselves updated with all such information.</p>	

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India
 Website: www.bhel.com

**BHEL PSWR
Notice Inviting Tender**

E-Tender Spec No: BHE/PW/PUR/NTPRT-ENB ADDITIONAL YARD/2185

Page 7 of 58

- 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 **digitally** signed on each page, 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 ~~Unless specifically stated otherwise, bidder shall remit cost of tender and courier charges if applicable, in the form of Demand Draft drawn in favour of Bharat Heavy Electricals Ltd, payable at Power Sector Regional HQ at Nagpur issuing the Tender, along with techno-commercial offer. Bidder may also choose to deposit the Tender document cost by cash at the Cash Office as stated above against sl no iv of 1, on any working day. Copy of Cash receipt or the proof of Demand Draft duly **digitally** signed is to be uploaded with the Techno Commercial offer on e-tender portal <https://bhel.abeprocure.com>. However Original Demand Draft shall be sent to the officer inviting tender within a reasonable time failing which the offer is liable to be rejected. Sale of tender Documents shall not take place on National Holidays, holidays declared by Central or State Governments and BHEL PS HQ at _____, Sundays and second/last Saturdays.~~
- 4.0 Unless specifically stated otherwise, bidder shall deposit EMD as per the provisions in General Conditions of Contract Clause no. 1.9.1. In case of remittance of EMD through **Demand Draft/Pay Order**, same shall be in favour of **Bharat Heavy Electricals Ltd**, payable at Nagpur. In case of remittance of EMD through **Bank Guarantee (for the balance EMD amount in excess of Rs 2 Lakhs)** OR through **FDR**, refer General Conditions of Contract Clause no. 1.9.1(iv). Proforma of Bank Guarantee for Earnest Money shall be as provided in Vol-ID "FORMS & PROCEDURES". For other details and for 'One Time EMD' please refer General Conditions of Contract.

In case of remittance of EMD through Electronic Fund Transfer, Bank account details of BHEL PSWR to be used is as below: -

NAME OF THE COMPANY	BHARAT HEAVY ELECTRICALS LTD
ADDRESS OF THE COMPANY	SHREE MOHINI COMPLEX 345, KINGSWAY,NAGPUR
NAME OF BANK	STATE BANK OF INDIA
NAME OF BANK BRANCH AND BRANCH CODE	SBI,KINGSWAYBRANCH,BRANCH CODE-00432
CITY	NAGPUR
ACCOUNT NUMBER	31380025872
ACCOUNT TYPE	CURRENT A/C
IFSC CODE OF THE BANK BRANCH	SBIN0000432
MICR CODE OF THE BANK BRANCH	440002002

Above bank account, details can be used for remittance of Security Deposit as well by the successful tenderer.

Procedure for Earnest Money Deposit					
Description/ Mode of Submission	EFT	Cash	DD/Pay Order	FDR (Refer GCC clause no 1.9.1(iv) for FDR)	Bank Guarantee (Refer GCC clause no 1.9.1(iv) for Acceptable Portion of EMD in the Form of BG)
Proof of EMD along with the offer	Receipt of Amount Transferred	Recei pt of cash	Scan Copy has to be uploaded	Scan Copy has to be uploaded	Scan Copy of BG has to be uploaded.

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India
Website: www.bhel.com

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/NTPRT-ENB ADDITIONAL YARD/2185

Page 8 of 58

Procedure for Earnest Money Deposit					
Submission of EMD to BHEL PSWR, Nagpur	into BHEL Account	depos it at BHEL office	Original DD/ Pay order to be sent through Registered Post	The Original FDR to be sent through Courier/Post to BHEL PSWR Nagpur.	The Original Bank Guarantee/any extensions shall be sent directly by the Bank to BHEL under Registered Post (Acknowledgement Due), addressed to the Purchase Department, BHEL PSWR, Nagpur.

~~Copy of One Time EMD Certificate or~~ The proof of Demand Draft/ Payorder/FDR or BG or receipt of Electronic Fund Transfer duly **digitally** signed is to be uploaded with the Techno Commercial offer on '**e-tender portal**' → <https://bhel.abcprocure.com>. In case of Demand Draft/ Payorder/FDR/BG, Original Demand Draft/ Payorder/FDR/BG shall be sent to the officer inviting tender within a reasonable time failing which the offer is liable to be rejected.

5.0 Procedure for Submission of Tenders:

Procedure for Submission of Tender is available in the "[Bidder Manual for BHEL Bidders](https://bhel.abcprocure.com)" at E-tender portal <https://bhel.abcprocure.com>. Terms and conditions mentioned therein shall form integral part of the NIT and bidders shall abide by the same.

a) Hardware and Software requirements for participating in e-tender:

- ❖ Please refer the website for the minimum system requirements and setting document for Bidders under the link: <https://bhel.abcprocure.com>

b) Digital Signature

- ❖ To know the procedure for obtaining Digital Signature Certificate (DSC), suppliers who are not having the DSC are advised to visit our website www.bhel.com → Tender Notifications → Sample Checklist.

c) M/s E-Procurement Technologies Limited Helpdesk Contacts:

During normal business hours, helpline maintained by the service provider e-Procurement Technologies Limited is available for clarifying any doubts of supplier/s. The helpline numbers are provided in the e-procurement website.

- ❖ Mr. Swapnil Hamilton, Support Executive, Ph: +91 7940270549, e-mail ID: swapnil.h@eptl.in
- ❖ Mr. Hardik Oza, Support Executive, Ph: +91 7940270560, e-mail ID: hardik.oza@eptl.in
- ❖ Mr. Ankur Bhatt, Support Executive, Ph: +91 7940270590, e-mail ID: ankur.bhatt@eptl.in
- ❖ Mr. Prashant, Asst. Manager – Implementation & Support, Ph: +91 7940270545, e-mail ID: prashant@eptl.in

Note

- i. **Offers/tenders submitted in the E-tender portal shall only be considered for further evaluation. Offers sent by FAX / E-mail / any mode other than E-tender would not be entertained.**

The Tenderers must submit their Tenders, as detailed below:

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India
Website: www.bhel.com

**BHEL PSWR
Notice Inviting Tender**

E-Tender Spec No: BHE/PW/PUR/NTPRT-ENB ADDITIONAL YARD/2185

Page 9 of 58

- PART-I consisting of 'PART-IA (Techno Commercial Bid)' & 'PART-IB (EMD/COST of TENDER)'
- PART-II (Price Bid)

The contents of the offer/tender are as given below. **(All Documents to be digitally signed and uploaded in E-tender Portal)**

SN	Description	Remarks
Part-I A		
i.	Covering letter/Offer forwarding letter of Tenderer (in the techno commercial compliance sheet provided)	
ii.	Duly filled-in 'No Deviation Certificate' as per prescribed format. Note: <ol style="list-style-type: none"> a. In case of any deviation, the same should be submitted separately, indicating respective clauses of tender against which deviation is taken by bidder. It shall be specifically noted that deviation recorded elsewhere shall not be entertained. b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding. <ol style="list-style-type: none"> i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender 	
iii.	Supporting documents/ annexure/ schedules/ drawing etc as required in line with Pre-Qualification criteria. It shall be specifically noted that a credential certificates issued by clients shall distinctly bear the name of organization, contact phone no, FAX no, etc.	
iv.	All Amendments/Correspondences/Corrigenda/Clarifications/Changes/Errata etc. pertinent to this NIT.	
v.	Integrity Pact Agreement (Duly signed by the authorized signatory)	If applicable
vi.	Duly filled-in annexures, formats etc. as required under this Tender Specification/NIT	
vii.	Notice inviting Tender (NIT)	
viii.	Volume - I A : Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc	
ix.	Volume - I B : Special Conditions of Contract (SCC)	
x.	Volume - I C : General Conditions of Contract (GCC)	
xi.	Volume - I D : Forms & Procedures	
xii.	Volume - IE: Drawings	
xiii.	Volume - II (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item	
xiv.	Any other details preferred by bidder with proper indexing.	

PART-I B		
i.	1. Earnest Money Deposit (EMD) in the form as indicated in this Tender OR Documentary evidence for 'One Time EMD' with the Power Sector Region of BHEL floating the Tender	

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India
Website: www.bhel.com

**BHEL PSWR
Notice Inviting Tender**

E-Tender Spec No: BHE/PW/PUR/NTPRT-ENB ADDITIONAL YARD/2185

Page 10 of 58

	<p style="text-align: center;">2. Cost of Tender (Demand Draft or copy of Cash Receipt as the case may be)</p> <p>Note: Refer Clause No-3 and 4 of NIT for further details</p>	
--	---	--

PART-II		
ii	Volume II – PRICE BID (Duly Filled in Schedule of Rates – rate/price to be entered in words as well as figures)	

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

6.0 Void

7.0 Deviation with respect to tender clauses and additional clauses/suggestions in Techno-commercial bid / Price bid shall NOT be considered by BHEL. Bidders are requested to positively comply with the same.

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

9.0 Assessment of Capacity of Bidders:

Bidder's capacity for executing the job under tender shall be assessed 'LOAD' wise and 'PERFORMANCE' wise as per the following:

I. **LOAD:** Load takes into consideration **ALL** the contracts of the Bidder under execution with BHEL Regions, irrespective of whether they are similar to the tendered scope or not. The cut off month for reckoning 'Load' shall be the 3rd Month preceding the month corresponding to the 'latest date of bid submission', in the following manner -

(Note: For example, if latest bid submission is in Jan 2017, then the 'load' shall be calculated up to and inclusive of Oct 2016)

Total number of Packages in hand = Load (P)

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

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

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

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

<p>Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India Website: www.bhel.com</p>

**BHEL PSWR
Notice Inviting Tender**

E-Tender Spec No: BHE/PW/PUR/NTPRT-ENB ADDITIONAL YARD/2185

Page 11 of 58

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

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

$$= \frac{\text{Aggregate of Performance scores for all similar packages in all the Regions}}{\text{Aggregate of months for each of the similar packages for which performance should have been evaluated in all the Regions}}$$

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

- e) **Bidders to note that the risk of non-evaluation or non-availability of the 'Monthly Performance Evaluation' reports as per relevant formats is to be borne by the Bidder.**
- f) **Table showing methodology for calculating 'a', 'b' and 'c' above**

Sl. No.	Item Description	Details for all Regions							Total
		(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)	
1	Similar Packages for all Regions → (under execution/ executed during period of assessment)	P_1	P_2	P_3	P_4	P_5	...	P_N	Total No. of similar packages for all Regions = P_T i.e. Sum (Σ) of columns (iii) to (ix)

**BHEL PSWR
Notice Inviting Tender**

E-Tender Spec No: BHE/PW/PUR/NTPRT-ENB ADDITIONAL YARD/2185

Page 12 of 58

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

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

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

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

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

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

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

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/NTPRT-ENB ADDITIONAL YARD/2185

Page 13 of 58

III. Assessment of Capacity of Bidder:

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

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

Note:

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

The Bidder shall be considered 'Qualified' as per 'Assessment of Capacity of Bidder' for the subject Tender if $P \leq P_{Max}$
(Where P is calculated as per clause 'I' above)

Note: For the transition period of 1 year (i.e. for all the NITs floated between 11th May 2019 to 10th May 2020), in addition to above, 'Assessment of Capacity of Bidder' shall also be calculated considering 'performance scores' till 36 months as per Sl. no II ii).

Higher of the results obtained out of both shall be considered for 'Assessment of Capacity of Bidder'.

IV. Explanatory note:

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

ii). Identified Packages (Unit wise)

Table-1

Civil	Electrical and C&I	Mechanical
i). Enabling works	i). Electrical	i). Boiler & Aux (All types including CW Piping if applicable)
ii). Pile and Pile Caps	ii). C&I	ii). Power Cycle Piping/Critical Piping
iii). Civil Works including foundations	iii). Others (Elect. and C&I)	iii). ESP
iv). Structural Steel Fabrication & Erection		iv). LP Piping
v). Chimney		v). Steam Turbine Generator set & Aux
vi). Cooling Tower		vi). Gas Turbine Generator set & Aux
vii). Others (Civil)		vii). Hydro Turbine Generator set & Aux
		viii). Turbo Blower (including Steam Turbine)

**BHEL PSWR
Notice Inviting Tender**

E-Tender Spec No: BHE/PW/PUR/NTPRT-ENB ADDITIONAL YARD/2185

Page 14 of 58

		ix). Material Management x). Others (Mechanical)
--	--	---

iii). Bidders who have not been evaluated for at least six package months in the last 24 months preceding and including the Cut-off month in the online BHEL system for contractor performance evaluation in BHEL PS Regions, shall be considered “NEW VENDOR”.

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

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

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

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

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

iv). Consequent upon applying the criteria of ‘Assessment of Capacity of Bidders’ detailed above on all the bidders qualified against Technical and Financial Qualification criteria, if the number of qualified bidders reduces to less than four, then for further processing of the Tender, BHEL at its discretion reserves the right to also consider the bidders who are “not qualified” as per criteria of ‘Assessment of Capacity of Bidders’ and for this, procedure described in following three options shall be followed:

- a) All the bidders having Overall Performance Rating (R_{BHEL}) ≥ 60 shall be considered qualified against criteria of ‘Assessment of Capacity of Bidders’.
- b) If even after using option “a”, the number of qualified bidders remains less than four, then in addition to bidders considered as per option “a”, “First timer” bidders having average of available performance scores ≥ 60 upto and including the Cut Off month shall also be considered qualified against criteria of ‘Assessment of Capacity of Bidders’.
- c) If even after using option “a” and “b”, the number of qualified bidders remains less than four, then in addition to bidders considered as per option “a” and “b”, “First timer” bidders for whom no performance score is available in the system upto and including the Cut Off month, shall also be considered qualified against criteria of ‘Assessment of Capacity of Bidders’.

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

v). ‘Under execution’ shall mean works in progress as per the following:

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India Website: www.bhel.com

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/NTPRT-ENB ADDITIONAL YARD/2185

Page 15 of 58

-
- a. Up to execution of 90% of anticipated Contract Value in case of Civil, MM, Structural and Turbo Blower Packages
 - b. Up to Steam Blowing in case of Boiler/ESP/Piping Packages
 - c. Up to Synchronization in all Balance Packages

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

- vi). Contractor shall provide the latest contact details i.e. mail-ID and Correspondence Address to SCT Department, so that same can be entered in the Contractor Performance Evaluation System, and in case of any change/discrepancy same shall be informed immediately. Login Details for viewing scores in Contractor Performance Evaluation System shall be provided to the Contractor by SCT Department.
 - vii). Performance Evaluation for Activity Month shall be completed in Evaluation Month (i.e. month next to Activity Month) or in rare cases in Post Evaluation Month (i.e. month next to Evaluation Month) after approval from Competent Authority. In case scores are not acceptable, Contractor can submit Review Request to GM Site/ GM Project latest by 25th of Evaluation Month or 3 days after approval of score, whichever is later. However, acceptance/rejection of 'Review Request' solely depends on the discretion of GM Site/GM Project. After acceptance of Review Request, evaluation score shall be reviewed at site and the score after completion of review process shall be acceptable and binding on the contractor.
 - viii). Project on Hold due to reasons not attributable to bidder -
 - a. **Short hold:** Evaluation shall not be applicable for this period, however Loading will be considered.
 - b. **Long hold:** Short hold for continuous six months and beyond or hold on account of Force Majeure shall be considered as Long Hold. Evaluation as well as Loading shall not be considered for this period.
 - ix). Performance evaluation in CL 9 above is applicable to Prime bidder and Consortium partner (or Technical tie up partner) for their respective scope of work.
- 10.0 Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.
- 11.0 For any clarification on the tender document, the bidder may seek the same in writing or through e-mail or **through E-tender Portal**, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
- 12.0 BHEL may decide holding of pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.

**BHEL PSWR
Notice Inviting Tender**

E-Tender Spec No: BHE/PW/PUR/NTPRT-ENB ADDITIONAL YARD/2185

Page 16 of 58

- 13.0 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer; else BHEL's interpretation shall prevail.
- 14.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
- 15.0 Bidders shall submit Integrity Pact Agreement (Duly **Digitally** signed by authorized signatory who signs in the offer), **if applicable**, along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. **The names and other details of Independent External Monitor (IEM) for the subject tender is as given at point (1) above.**
- 16.0 The Bidder has to satisfy the Pre-Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre-Qualification Criteria specified in this NIT as per Annexure-I (as applicable), past performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under HOLD.
- ~~17.0 In case BHEL decides on a 'Public Opening', the date & time of opening of the sealed PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one authorized representative to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful/Disqualified bidders under intimation to the respective bidders.~~
- 18.0 Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 19.0 BHEL reserves the right to decide the successful bidder on the basis of Reverse Auction process. In such case all qualified bidders will be intimated regarding procedure/ modality for Reverse Auction process prior to Reverse Auction and price will be decided as per the rules for Reverse Auction. .
- However, if reverse auction process is unsuccessful as defined in the RA rules/procedures, or for whatsoever reason, then the sealed 'PRICE BIDS' will be opened for deciding the successful bidder. BHEL's decision in this regard will be final and binding on bidder.
- 20.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 21.0 In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents. For the tenders requiring services of Original supplier of equipment/services, offer is preferred from the OEM/Principal. However, if the OEM/Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/supplier in the same tender. Moreover, either the agent could bid on behalf of manufacturer / supplier or manufacturer / supplier could bid directly but not both. In case bids are received from both manufacturer / supplier and the agent, bid from agent shall be ignored.
- 22.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.

**BHEL PSWR
Notice Inviting Tender**

E-Tender Spec No: BHE/PW/PUR/NTPRT-ENB ADDITIONAL YARD/2185

Page 17 of 58

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

~~23.1 Prime Bidder and Consortium Partner or partners are required to enter into a consortium agreement with a validity period of six months initially. In case the consortium is awarded the contract, then the Consortium Agreement between the Prime Bidder and Consortium Partner or partners shall be extended till contractual completion period including extension periods if any applicable.~~

~~23.2 'Standalone' bidder cannot become a **Prime Bidder or a Consortium bidder or Technical Tie up bidder in a consortium (or Technical Tie up) bidding**. Prime bidder shall neither be a consortium partner to other prime bidder nor take any other consortium partners. However, consortium partner may enter into consortium agreement with other prime bidders. In case of non-compliance, consortium bids of such Prime bidders will be rejected.~~

~~23.3 Number of partners for a consortium Bidding (or Technical Tie up) shall be as specified in the PQR.~~

~~23.4 Prime Bidder shall be as specified in the Pre-Qualification Requirement, else the bidder who has the major share of work.~~

~~23.5 In order to be qualified for the tender, Prime Bidder and Consortium partner or partners shall satisfy (i) the Technical 'Pre-Qualifying Requirements' specified for the respective package, (ii) "Assessment of Capacity of Bidder" as specified in clause 9.0.~~

~~23.6 Prime Bidder shall comply with additional "Technical" criteria of PQR as defined in 'Explanatory Notes for the PQR'.~~

~~23.7 Prime Bidder shall comply with all other Pre-Qualifying criteria for the Tender unless otherwise specified.~~

~~23.8 In case customer approval is required, then Prime Bidder and Consortium Partner or partners shall have to be individually approved by Customer for being considered for the tender.~~

~~23.9 Prime Bidder shall be responsible for the overall execution of the contract.~~

~~23.10 In case of award of job, Performance shall be evaluated for Prime Bidder and Consortium Partner or partners for their respective scope of work(s) as per prescribed formats.~~

~~23.11 In case the Consortium partner or partners back out, their SDs shall be encashed by BHEL. In such a case, other consortium partner or partners meeting the PQR have to be engaged by the Prime Bidder, and if not, the respective work will be withdrawn and executed on risk and cost basis of the Prime Bidder. The new consortium partner or partners shall submit fresh SDs as applicable.~~

~~23.12 In case the prime Bidder withdraws, the whole contract shall be considered cancelled and short closed.~~

~~23.13 After execution of work, the work experience shall be assigned to the Prime Bidder and the consortium partner or partners for their respective scope of work. After successful execution of two similar works with the same consortium partner or partners under direct orders of BHEL, the Prime Bidder shall be eligible for becoming a 'standalone' bidder for similar works, subject to certification from BHEL about the active involvement of the Prime Bidder for satisfactory execution of the works.~~

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/NTPRT-ENB ADDITIONAL YARD/2185

Page 18 of 58

~~23.14 The consortium partner shall submit SD equivalent to 1% of the total contract value in addition to the SD to be submitted by the prime Bidder for the total contract value. In case there are two consortium partners, then each partner shall submit SD equivalent to 0.5% of the total contract value in addition to the SD to be submitted by the prime Bidder for the total contract value. The 100% SD value to be submitted by the consortium partner/(s) shall be remitted before start of work. All the terms & conditions of the SD clause in Vol-IC GCC shall be applicable for this SD except clauses no 1.10.1, 1.10.4 & 1.10.6 of Vol-IC GCC. For “modes of deposit” of this SD, clause no 1.10.3 of Vol-IC GCC shall be applicable.~~

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

24.0 The bidder shall submit/upload documents in support of possession of ‘Qualifying Requirements’ duly self-certified and stamped by the authorized signatory (**through Digital Signature**), as per 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 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-Volume-II
- 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/rules in respect of suspension of business dealings’, ‘Vendor evaluation format’, ‘Quality, Safety & HSE guidelines’, etc may undergo change from time to time and the latest one shall be followed.

For BHARAT HEAVY ELECTRICALS LTD

(Addl. General Manager - Purchase)

Enclosure

01. Annexure-1: Pre Qualifying criteria.
02. Annexure-2: Check List.
03. Annexure-3: Integrity Pact
04. Annexure-4: Important Information.
- ~~05. Annexure-5: MSE Annex.~~
06. Annexure-6: Declaration for Reverse Auction.

**BHEL PSWR
Notice Inviting Tender**

E-Tender Spec No: BHE/PW/PUR/NTPRT-ENB ADDITIONAL YARD/2185

Page 19 of 58

ANNEXURE - 1

PRE QUALIFYING CRITERIA

E-Tender Specification Number: BHE/PW/PUR/NTPRT-ENB ADDITIONAL YARD/2185	
JOB	DEVELOPMENT OF ADDITIONAL STORAGE YARD OF APPROX. 2,00,000 SQM INCLUDING APPROACH ROAD & DRAIN, PIPE CULVERTS, FENCING & GATES, ELECTRICAL ILLUMINATION, ETC. AT 3 X 800 MW PVUNL PATRATU, JHARKHAND.

S No	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Applicability	
A	Submission of Integrity Pact duly signed (if applicable) (Note: To be submitted by Prime Bidder & Consortium / Technical Tie up partner jointly in case Consortium bidding is permitted, otherwise by the sole bidder)	APPLICABLE	
B	<u>TECHNICAL PQR:</u> Bidder shall essentially meet all the Qualifying Requirement (i.e. B.1) as under, in the last seven years as on latest date of bid submission: B.1: Bidder should have Executed "Piling or Civil or 'Civil and Structural Works' or RCC Chimney or RCC Cooling Tower or RCC Silo or Mill Bunker or any combination of these" for any one of the following in the last seven years from latest date of bid submission: B.1.1) Executed One work of value not less than Rs. 536.00 Lakhs against single work order. OR B.1.2) Executed Two works each of value not less than Rs. 335.00 Lakhs against maximum two work orders. OR B.1.3) Executed Three works each of value not less than Rs. 268.00 Lakhs against maximum three work orders.	APPLICABLE	
C-1	<u>Financial TURNOVER</u> Bidders must have achieved an average annual financial turnover (audited) of Rs. 201.00 Lakhs or more over last three Financial Years (FY) i.e. 2016-17, 2017-18 & 2018-19.	APPLICABLE	
C-2	<u>NETWORTH</u> (only in case of Companies) Net worth of the Bidder based on the latest Audited Accounts as furnished for 'C-1' above should be positive.	APPLICABLE	
C-3	<u>PROFIT</u> Bidder must have earned profit in any one of the three Financial Years as applicable in the last three Financial Years as furnished for 'C-1' above.	APPLICABLE	

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India
Website: www.bhel.com

**BHEL PSWR
Notice Inviting Tender**

E-Tender Spec No: BHE/PW/PUR/NTPRT-ENB ADDITIONAL YARD/2185

Page 20 of 58

S No	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Applicability	
C-4	Bidder must not be under Bankruptcy Code Proceedings (IBC) by NCLT or under Liquidation / BIFR, which will render him ineligible for participation in this tender, and shall submit undertaking to this effect.	APPLICABLE	
D	Assessment of Capacity of Bidder to execute the work as per sl no 9 of NIT (if applicable) The "Assessment of Capacity of Bidders" for this Tender shall be carried out by considering the identified similar package as "Enabling works".	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	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		BY BHEL
G	Consortium tie-ups	NOT APPLICABLE	

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

Explanatory Notes for PQR B.1 (Technical)

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

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

Where

P = Updated value of work

R = Value of executed work

X_N = All India Avg. Consumer Price index for industrial workers for three months prior to the month of latest due date of bid submission (e.g. If latest bid submission date is 02-Mar-17, then bid submission month shall be reckoned as March'17 and index for Dec'16 shall be considered).

X₀ = All India Avg. Consumer Price index for industrial workers for last month of work execution.

**BHEL PSWR
Notice Inviting Tender**

E-Tender Spec No: BHE/PW/PUR/NTPRT-ENB ADDITIONAL YARD/2185

Page 21 of 58

S No	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria
		Applicability
	<p>Y_N = Monthly Whole Sale Price Index for All Commodities for the month, 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'16 shall be considered).</p> <p>Y_0 = Monthly Whole Sale Price Index for All Commodities for last month of work execution.</p> <p><u>Explanatory Notes for PQR B.2 (Technical):</u></p> <p>3. Unless otherwise specified, for the purpose of "B.2 Technical Criteria", the word 'EXECUTED' means achievement of milestones as defined below—</p> <p>a) "ACHIEVEMENT OF PHYSICAL QUANTITIES" as per PQRs. b) "READINESS FOR COAL FILLING" in respect of Mill Bunker. c) "CHARGING" in respect of Power Transformers / Bus Ducts / "HT/LT Switchgears" / "HT / LT Cabling". d) For C&I works: "SYNCHRONISATION" in case of power project and "WORK COMPLETION of the value as defined in PQR" in case of industry. e) "BOILER LIGHT UP" in respect of Boiler / CFBC / ESP. f) "GAS IN" in respect of HRSG. g) "STEAM BLOWING COMPLETION" in respect of Power Cycle Piping. h) "HYDRAULIC TEST" of the system in respect of Pressure parts / LP Piping / CW Piping. i) "FULL LOAD OPERATION OF THE UNIT" in respect of Insulation work. j) "SYNCHRONISATION" in respect of STG / GTG. k) "SPINNING" in respect of HTG. l) "COMPLETION AND HANDING OVER FOR MECHANICAL ERECTION" in respect of STG Deck and Machine/Equipment foundation.</p> <p>4. Boiler means HRSG or WHRB or any other types of Steam Generator. 5. Power Cycle piping means Main Steam, Hot Reheat, Cold Reheat, HP Bypass. 6. For the purpose of evaluation of the PQR, one MW shall be considered equivalent to 3.5 TPH where ever rating of HRSG/BOILER is mentioned in MW. Similarly, wherever rating of Gas Turbine is mentioned in terms of Frame size, ISO rating of the same in terms of MW shall be considered for evaluation. 7. Scope for Capital overhaul of STG shall cover Bearing Inspection work and overhauling of all cylinders of the Turbine. 8. In case the tendered scope is not a Pulverized Fuel Boiler, experience of Oil/Gas Fired Boilers can also be considered. 9. In case of lower rated units in Cogen, Combined Cycle of Industrial projects (especially Refinery projects), the packaging philosophy should be a composite package consisting of GTGs/STGs/Boilers etc. for tendering purpose with a PQR of a 500 MW Boiler with consortium provision for STG.</p> <p><u>Explanatory Notes for PQR -C (Financial):</u></p> <p>10. Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated against C-1 above.</p>	

**BHEL PSWR
Notice Inviting Tender**

E-Tender Spec No: BHE/PW/PUR/NTPRT-ENB ADDITIONAL YARD/2185

Page 22 of 58

S No	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Applicability	
11.	In case audited financial statements have not been submitted for all the three years as indicated against C-1 above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years.		
12.	If financial statements are not required to be audited statutorily, then instead of audited financial statements, financial statements are required to be certified by Chartered Accountant.		
13.	C-2: -NETWORTH: Shall be calculated based on the latest Audited Accounts as furnished for C-1 above. Net worth = Paid up share capital* + Reserves. (*: Share Capital OR Partnership Capital OR Proprietor Capital as the case may be)		
14.	C-3: Bidder must have earned profit in any one of the three financial years as applicable in the last three financial years as furnished for 'C-1' above. Note: PROFIT shall be PBT earned during any one year of last three financial years as in 'C-1' above.		
<u>Common Explanatory Notes:</u>			
1. For evaluation of PQR, the credentials of the Bidder alone, and not that of the Group Company shall be considered.			
2. Completion date for achievement of the technical criteria specified in the Common QR 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.			
3. "Executed" means the bidder should have achieved the criteria specified in the Common QR even if the Contract has not been completed or closed.			
4. In case the Experience/PO/WO certificate enclosed by bidders do not have separate break up of prices for the E&C portion for Electrical and C&I works (i.e. the certificates enclosed are for composite order for supply and erection of Electrical and C&I and other works if any), then value of Erection & Commissioning for the Electrical and C&I portion shall be considered as 15% of the price for supply & erection of Electrical and C&I.			
5. Following shall be complied with in case of consortium:			
a. The Prime Bidder and Consortium Partner(s) are required to enter in to a consortium agreement with a validity period of "six months" initially. Thereafter, the Prime Bidder and Consortium Partner(s) shall certify to BHEL regarding existence and validity of their consortium agreement on six monthly basis.			
b. Prime Bidder and Consortium partners shall be approved by Customer for being considered for the tender (applicable if customer approval is required).			
c. Number of partners including prime Bidder shall be NOT more than 3 (Three).			
d. Prime Bidder alone shall necessarily comply with "B1 Technical Criteria" except for mechanical package where B1 criteria is not applicable.			
e. Prime Bidder and Consortium Partner shall together comply with the 'Pre-Qualification Requirements' specified for the respective category of technical requirement as per "B2 technical criteria".			
f. Prime Bidder shall comply with all other Pre Qualifying criteria for the Tender unless otherwise specified.			
g. All other conditions shall be read in conjunction with clause no 23.0 of NIT.			
h. Prime Bidder shall be the Bidder who has a major share of work.			
i. Prime Bidder shall be responsible for the overall execution of the Contract.			
j. Performance shall be evaluated for Prime Bidder and the Consortium partner for their respective scope of work.			

**BHEL PSWR
Notice Inviting Tender**

E-Tender Spec No: BHE/PW/PUR/NTPRT-ENB ADDITIONAL YARD/2185

Page 23 of 58

S No	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Applicability	
	<p>k. In case the Consortium partner backs out, another consortium partner meeting the QRs, has to be engaged by Prime Bidder and if not, the respective work will be withdrawn and executed on risk and cost basis of the prime bidder.</p> <p>l. In case Prime Bidder withdraws, the whole contract shall be considered cancelled and short closed.</p> <p>m. After successful execution of one work with a consortium partner under direct orders of BHEL, the Prime Bidder shall be eligible for becoming a '<u>standalone</u>' bidder for works similar to that for which consortium partner was engaged, for subsequent tenders.</p> <p>n. The Consortium partner shall submit SD equivalent to 1% of the total contract value in addition to the SD to be submitted by the Prime Bidder for the total contract value.</p>		

BIDDER SHALL SUBMIT CREDENTIALS (DETAILED WORK ORDER, BOQ, ONGOING/COMPLETION CERTIFICATE, TDS CERTIFICATES AND FINANCIAL DOCUMENTS ETC) BASED ON WHICH BIDDER IS CLAIMING TO SATISFY THE PQ CRITERIAS.

Note:

- 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 its internal guidelines.**
- Void**

**BHEL PSWR
Notice Inviting Tender**

E-Tender Spec No: BHE/PW/PUR/NTPRT-ENB ADDITIONAL YARD/2185

Page 24 of 58

Bidder's Response against BHEL TECHNICAL PQR (WHICHEVER IS APPLICABLE)				
PQR No	Pre-Qualifying Requirement	Ref of Detailed Work Order, Name of the Work based on which bidder is claiming PQR	Ref of Completion Certificate and TDS Certificates based on which bidder is claiming PQR	Remarks, if Any
B	Bidder shall essentially meet all the Qualifying Requirement (i.e. B.1) as under, in the last seven years as on latest date of bid submission:			
B.1	<p>Bidder shall essentially meet all the Qualifying Requirement (i.e. B.1) as under, in the last seven years as on latest date of bid submission:</p> <p>B.1: Bidder should have Executed "Piling or Civil or 'Civil and Structural Works' or RCC Chimney or RCC Cooling Tower or RCC Silo or Mill Bunker or any combination of these" for any one of the following in the last seven years from latest date of bid submission:</p> <p>B.1.1) Executed One work of value not less than Rs. 536.00 Lakhs against single work order.</p> <p align="center">OR</p> <p>B.1.2) Executed Two works each of value not less than Rs. 335.00 Lakhs against maximum two work orders.</p> <p align="center">OR</p> <p>B.1.3) Executed Three works each of value not less than Rs. 268.00 Lakhs against maximum three work orders.</p>			
<p>NOTE:</p> <ol style="list-style-type: none"> BIDDERS MUST CLEARLY INDICATE IN THE TABLE ABOVE, HOW THEY ARE SATISFYING TECHNICAL PQR ALONG WITH THE REFERENCE OF THE SUPPORTING DOCUMENTS. BHEL WILL NOT CONSIDER ANY OTHER DOCUMENT OTHER THAN THOSE SPECIFIED BY THE BIDDERS IN THE TABLE ABOVE FOR EVALUATION OF TECHNICAL PQR. BIDDER MAY ATTACH SEPERATE SHEET IF NECESSARY. 				

**BHEL PSWR
Notice Inviting Tender**

E-Tender Spec No: BHE/PW/PUR/NTPRT-ENB ADDITIONAL YARD/2185

Page 26 of 58

14	Declaration confirming knowledge about Site Conditions	Applicable/ Not Applicable	YES/NO
15	Declaration for relation in BHEL	Applicable/ Not Applicable	YES/NO
16	Non-Disclosure Certificate	Applicable/ Not Applicable	YES/NO
17	Bank Account Details for E-Payment	Applicable/ Not Applicable	YES/NO
18	Capacity Evaluation of Bidder for current Tender	Applicable/ Not Applicable	YES/NO
19	Tie Ups/Consortium Agreement are submitted as per format	Applicable/ Not Applicable	YES/ NO
20	Power of Attorney for Submission of Tender/Signing Contract Agreement Power of Attorney of Consortium Partner.	Applicable/ Not Applicable	YES/NO
21	Analysis of Unit rates	Applicable/ Not Applicable	YES/NO

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

DATE :

AUTHORISED SIGNATORY

(With Name, Designation and Company seal)

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India
Website: www.bhel.com

**BHEL PSWR
Notice Inviting Tender**

E-Tender Spec No: BHE/PW/PUR/NTPRT-ENB ADDITIONAL YARD/2185

Page 27 of 58

ANNEXURE-3

INTEGRITY PACT

Between

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

And

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

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for

_____. The Principal values full compliance with all relevant laws of the land, rules and regulations and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

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

Section 1 - Commitments of the Principal

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

Registered Office: BHEL House, Siri Fort, New Delhi - 110 049, India
Website: www.bhel.com

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/NTPRT-ENB ADDITIONAL YARD/2185

Page 28 of 58

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

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

Section 3 – Disqualification from tender process and execution from future contracts

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

Section 4 – Compensation for Damages

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

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/NTPRT-ENB ADDITIONAL YARD/2185

Page 29 of 58

Section 5 – Previous Transgression

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

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

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

Section -7 Criminal Charges against violating Bidders/ Contractors/ Sub-contractors

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

Section – 8 Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractors(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sib-contractor(s) with confidentiality in line with Non-disclosure agreement.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meeting could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India
Website: www.bhel.com

**BHEL PSWR
Notice Inviting Tender**

E-Tender Spec No: BHE/PW/PUR/NTPRT-ENB ADDITIONAL YARD/2185

Page 30 of 58

- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.9 IEM should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organization.
- 8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code/Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.
- 8.12 The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

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

Section 10 – Other Provisions

- 10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.
- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3 If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 10.4 Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

**BHEL PSWR
Notice Inviting Tender**

E-Tender Spec No: BHE/PW/PUR/NTPRT-ENB ADDITIONAL YARD/2185

Page 31 of 58

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

For & On Behalf of the Principal

For & On Behalf of the Bidder/ Contractor

(Office Seal)

(Office Seal).

Place -----

Date -----

Witness: _____

Witness: _____

(Name & Address) _____

(Name & Address) _____

**BHEL PSWR
Notice Inviting Tender**

E-Tender Spec No: BHE/PW/PUR/NTPRT-ENB ADDITIONAL YARD/2185

Page 32 of 58

ANNEXURE-4

IMPORTANT INFORMATION

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

Postal Address:

AGM /Purchase BHEL PSWR,
SRIMOHINI COMPLEX, 345 KINGSWAY, NAGPUR 440001, INDIA

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

AGM Purchase, Email: prchiwarkar@bhel.in, Ph: +91 - 712 - 3048 - 633

Dy Manager Purchase, Email: nktiware@bhel.in, Ph: +91 - 712 - 3048 - 713

Sr Engineer Purchase, Email: sym@bhel.in, Ph: +91 - 712 - 3048 - 715

Asst. Engineer Purchase, Email: bajjnath@bhel.in , Ph: +91 - 712 - 3048 - 652

1. **The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site (www.bhel.com → Tender Notification → List of Banned Firms)**
2. **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**
3. **The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.**

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

3.1. 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.

3.2. Commitment by Bidder/ Supplier/ Contractor:

3.2.1. 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.

3.2.2. 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.

3.2.3. 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.

Registered Office: BHEL House, Siri Fort, New Delhi - 110 049, India
Website: www.bhel.com

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/NTPRT-ENB ADDITIONAL YARD/2185

Page 33 of 58

.....
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 price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on www.bhel.com and/or under applicable legal provisions”.

4. **“Pradhan Mantri Kaushal Vikas Yojna:** The contractor shall, at all stages of work deploy skilled/semi-skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute/Industrial Training Institute/ National Institute of Construction Management and Research (NICMAR), National Academy of Construction, CIDC or any similar reputed and recognized Institute managed/ certified by State/ Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/semi-skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer-in-Charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer-in-Charge. Failure on the part of contractor to obtain approval of Engineer-in-Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate of Rs.100 per such tradesman per day. Decision of Engineer-in-Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding”.
5. **All Statutory Requirements as applicable for this project shall be complied with.**
6. **BHEL Fraud Prevention Policy:** “The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.”
7. **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”
8. **Please take note of following Revised Tender Clauses:**
 - **Clause No-09 of NIT**
 - Notice Inviting Tender: Sl No 4 and corresponding Changes in GCC Clause No 1.9 regarding EMD
 - General conditions of Contract: Clause 1.10, 2.13, 1.15.11, Clause No. 2.7.2, Clause No. 2.7.3, Clause No 2.7.10 (New), Clause No 2.28.5 (New), Clause No 2.21.
9. **Following Notes are added to Form F- 15 of Volume I D ‘Forms & procedures’**
 - i. It is only indicative and shall be as per the online format issued by BHEL time to time.
 - ii. No request will be entertained after specified date of the current month w.r.t the changes requested in the scores of immediate previous month.
10. **OVER RUN COMPENSATION:**
Over Run Compensation Clause no. 2.12 of Vol I C GCC **shall not be Applicable** for this contract.

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/NTPRT-ENB ADDITIONAL YARD/2185

Page 34 of 58

11. PRICE VARIATION COMPENSATION:

Price Variation Compensation Clause no. 2.17 of Vol I C General Conditions of Contract **shall not be Applicable** for this Contract.

12. Start of Period for “Performance Guarantee for Workmanship” as per clause no 2.24 of Vol-IC GCC:

This period shall commence after the completion of Contract Period as certified by Engineer-in-Charge.

13. Delay in 1st submission of SDBG/ PBBG: SDBG/ PBG is to be furnished by the vendor before start of work. No payment will be released till SDBG/PBG is submitted by the vendor.

However if requested by the vendor, cash recovery equivalent to SDBG/ PBG value to be made from the running bills submitted by the vendor. In such case, recovery of interest calculated @SBI PLR +2% on amount equivalent to SDBG/ PBG value to be made for the gap period (difference between date of start of work and date of submission of BG/ cash recovery).

14. 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(I) of the Employee’s Compensation Act, 1923.

15. QUANTITY VARIATION: Clause no. 2.14 of Vol I C GCC has been revised in totality as below:

The quantities given in the contract are tentative and may change to any extent (both in plus side and minus side). The quoted rates for individual items shall remain firm irrespective of any variations in the individual quantities. In case the final executed contract value decreases with respect to the awarded Contract Value due to quantity variation, there will be no revision in the rates for the individual items and also contractor is not eligible for any compensation. Any upward variation in the final executed contract value with respect to the awarded contract value due to quantity variation may be carried out only after the approval by **BHEL PSWR HQ** however contractor will not be eligible for any compensation.

16. Acceptance of Bank Guarantee (BG)

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

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

“Bank Guarantee issued by:

a. Any of the BHEL consortium bank listed below:

State Bank of India
ABN Amro Bank N.V.

**BHEL PSWR
Notice Inviting Tender**

E-Tender Spec No: BHE/PW/PUR/NTPRT-ENB ADDITIONAL YARD/2185

Page 35 of 58

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

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

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

17. Broad Terms & Conditions of Reverse Auction

In continuation to Clause 19.0 of NIT (Notice Inviting Tender) following are the broad terms and conditions of Reverse Auction for which Declaration Proforma by bidder has been given in Annexure VI of NIT:

BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. **The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.**

If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India
Website: www.bhel.com

**BHEL PSWR
Notice Inviting Tender**

E-Tender Spec No: BHE/PW/PUR/NTPRT-ENB ADDITIONAL YARD/2185

Page 36 of 58

As a reminder to the bidders, system will flash following message (in RED color) during the course of 'online sealed bid':

"Bidders to submit online sealed bid less than or equal to their envelope sealed bid already submitted to BHEL"

Note:- In case the tender is an e-tender and bids are submitted on e-procurement portal of BHEL → <https://bhel.abcprocure.com>, the term 'envelope sealed bid' to be read as "price bid in e-procurement portal".

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

Micro & Small Enterprises (MSE) is exempted from Payment of Tender Fees (as in Sl No 1 viii of NIT) and Earnest Money deposit (EMD) (as in Sl No 1 vii of NIT), if Applicable.

To avail this benefit, participating MSEs should be registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or Udyog Aadhaar Memorandum or any other body specified by Ministry of Micro Small and Medium Enterprises.

MSE bidders can avail the above benefit only if they submit along with the offer, copies of either Udyog Aadhaar Memorandum or EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with copy of a CA certificate (format enclosed at **Annexure- 5** 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 date of bid opening (part 1 in case of two part bid). Non submission of said documents will lead to consideration of their bid at par with other bidders in terms of EMD. No benefit shall be applicable for this enquiry, if any deficiency in the above required documents is 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.

19. PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) CLAUSE:

"For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/ PO/ WO against this NIT.

In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable."

20. Integrity Pact:

- (a) IP is a tool to ensure that activities and transactions between the company and its Bidder/Contractors are handled in a fair, transparent and corruption free manner.

Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

SI	IEM	Address	Email
1	Shri Arun Chandra Verma, IPS (Retd.)	Flat No. C -1204, C Tower, Amrapali, Platinum Complex, Sector 119, Noida (U.P.)	acverma1@gmail.com

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/NTPRT-ENB ADDITIONAL YARD/2185

Page 37 of 58

SI	IEM	Address	Email
2	Shri Virendra Bahadur Singh, IPS (Retd.)	H. No. B-5/64, Vineet Khand, Gomti Nagar, Lucknow - 226010	vbsinghips@gmail.com

- (b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in bidding. In other words, entering into this pact would be a preliminary qualification.
- (c) Please refer section-8 of the IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the IEM(s). All correspondence with the IEMs shall be done through email only.

Note:

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

Details of contact person (s):

Name: (1) P R Chiwarkar/ AGM (Purchase)

(2) Neeraj Tiwari/ Dy Manager (Purchase)

Dept.: Purchase Department

Address: Shreemohini Complex, 345 Kingsway, Nagpur-440001

Phone: (LL/ Mobile) (1) 0712-3048633

(2)0712-3048713

Email: prchiwarkar@bhel.in

(2) nktiwari@bhel.in

Fax: 0712-3048699

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India
Website: www.bhel.com

**BHEL PSWR
Notice Inviting Tender**

E-Tender Spec No: BHE/PW/PUR/NTPRT-ENB ADDITIONAL YARD/2185

Page 38 of 58

ANNEXURE-5

MSE ANNEX

Certificate by Chartered Accountant on letter head

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) _____ dtd: _____, Category: _____ (Micro/Small)). (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 (Le. 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 _____ Lakhs

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 _____ Lakhs

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

OR

The company has been graduated from its original category (Micro/ Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is..... (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:
(Signature)

Name—

Membership number—

Seal of Chartered Accountant

Registered Office: BHEL House, Siri Fort, New Delhi - 110 049, India
Website: www.bhel.com

**BHEL PSWR
Notice Inviting Tender**

E-Tender Spec No: BHE/PW/PUR/NTPRT-ENB ADDITIONAL YARD/2185

Page 39 of 58

ANNEXURE-6

Declaration for Reverse Auction

(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 for Participation in Reverse Auction (RA)

Ref: NIT/Tender Specification No: BHE/PW/PUR/NTPRT-ENB ADDITIONAL YARD/2185

We declare that we will participate in Reverse Auction (RA) if BHEL decides for that instead of opening the sealed envelope/ E-Procurement Portal Price Bid, submitted by us. We have read all the guidelines of reverse auction available in tender enquiry as well as on www.bhel.com portal. We also declare that during reverse auction:

- ❖ We will submit online sealed bid less than or equal to of our envelope sealed/ E-Procurement Portal price bid already submitted to BHEL along with the offer.

We also declare to submit the “Process Compliance Form” (to the designated service provider) as well as “Online Sealed Bid” in the Reverse Auction, in case BHEL decides to go for that.

Yours Faithfully,

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

Date:

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India
Website: www.bhel.com

2185

TECHNICAL CONDITIONS OF CONTRACT (TCC)

BHARAT HEAVY ELECTRICALS LIMITED



CONTENTS

.....

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

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - I: PROJECT INFORMATION

1.0 Project Information:

3X800 MW PVUNL PATRATU TPP PHASE-1 is being set up by PVUNL (Patratu Vidyut Utpadan Nigam Limited, a subsidiary of PVUNL Ltd in Joint venture with Jharkhand Bijli Vitran Nigam Limited).

Sl. No.	Description	Details
1.1	Location	PATRATU
1.2	Nearest Railway Station	Patratu (04Kms)
1.3	Nearest Airport	RANCHI (45Kms)
1.4	Access By Road	Patratu (04Kms)
1.5	Major Towns/Cities	Ranchi (45Kms)
1.6	Source of Water	Patratu Reservoir.
1.7	Maximum Temperature	48 degree Centigrade
1.8	Minimum Temperature	0.6 degree Centigrade

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: Scope of Works and Technical Specifications

2. SCOPE OF WORK

2.1 The scope of work comprises of but not limited to the following;

- i) Development of open storage yard of approx. 2,00,000Sqm area including approach road, internal roads & drains, pipe culverts, fencing & gates, electrical & illumination, etc.
- ii) Construction of building of size 3.5m x 2.5m for security cabin – 4 Nos. at different locations.

2.2 The scope of work will involve following civil, structural and architectural works and shall be executed as per relevant IS Codes.

- i) Earth work in stripping of top soil up to a maximum depth of 0.30m below ground level.
- ii) Preparation of sub-grade by excavating earth to required depth for all types of soil.
- iii) Earthwork in excavation in all types of soil.
- iv) Earthwork in backfilling up to any depth below ground level.
- v) Supplying and filling up to any depth below ground level for grading to proper grade and level with Crushed stone dust.
- vi) Providing and filling in trenches, plinths, area paving and other underground structures with graded stone aggregate.
- vii) Providing & laying water bound macadam base course.
- viii) Providing and placing concrete of grade 1:4:8, 1:3:6 , 1:2:4 & 1:1.5:3
- ix) Providing and fixing doors, windows, ventilators, etc.
- x) Brickwork, Plastering, Painting, Flooring, Misc. work, Sanitary Works, etc.
- xi) Providing and fixing plumbing items.
- xii) Supplying and erecting in position 2.4 m high galvanized chain linked fencing.
- xiii) Supply, fabrication and installing in position and testing MS Gates.

2.3 Electricals and Illumination works:

- i) The electrical installation shall generally be carried out in conformity with the requirements of the Indian electricity act, 1910 as amended up to date and the Indian electricity rules, 1956 framed there under and also the relevant regulations of the electric supply authority concerned as well as IS: 732-1963 (revised). Before commencement of work Contractor has to submit for approval of BHEL detail electrical layout drawings prepared by experienced & licensed electrical agency/engineer indicating the cable route, internal/external panels, DBs, cable sizing, fittings & fixtures, Earthing, etc. in line with the BOQ of electrical work.
- ii) Good workmanship is an essential requirement for compliance with the rules in the code. The work shall be carried out under the direct supervision of a person holding a valid certificate of competency issued by the state government concerned for the type of work involved.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: Scope of Works and Technical Specifications

- iii) All out door/external lamps shall have weatherproof fittings of design approved by BHEL Engineer so as to effectively prevent the admission of moisture.
- iv) The distribution fuse boards shall be located as near as possible to the center of the load they are intended to control.
- v) All main switches shall be of metal clad enclosed pattern, which shall be fixed at close proximity to the point of entry of supply.
- vi) Main and branch distribution boards shall be in accordance with Indian standard 732-1963 "code of practice for electrical wiring installation".
- vii) PVC conduit (concealed type) wiring system should be adopted throughout and all conduit pipes/channel shall be conforming to latest IS.
- viii) Approved and good quality copper wire with adequate current carrying capacity/voltage rating with proper insulation as per IS should be used for the entire electrical wiring/installation.
- ix) The service connection from outside mains to the switchboard inside the building shall also be carried out by the contractor.
- x) All earthing system shall be in accordance with IS: 3043-1966 "code of practice for earthing".
- xi) The installation and earthing shall generally be carried out in accordance with the Indian electricity rules 1956 as amended from time to time and the relevant regulations of the electricity supply authority concerned.
- xii) All plugs and sockets shall be of three-pin type, one of the pins being connected to earth.
- xiii) Bodies of all electrical appliances shall be earthed by the use of three pin plugs. The covers of the regulators if or metallic construction, shall be earthed by means of a separate earth wire. A separate earth wire shall be used for earthing these appliances.
- xiv) All earth wires and earth continuity conductors shall be of copper/-galvanized iron. They shall be either stranded or solid bars of flat rectangular strips and may be bard, provided, due care is taken to avoid corrosion and mechanical damage to it. Inter connections of earth continuity conductors and main and branch earth wires shall be made in such a way that reliable and good electrical connections are permanently ensured.
- xv) The neutral conductor shall not be used as earth wire.
- xvi) Welded, bolted and clamped joints only are permissible. For stranded conductor, sleeve connectors are permissible. Bolted connectors and their screws shall be protected against any possible corrosion.
- xvii) The path of the earth wire shall, as far as possible, be out of reach of any person and shall be visible for inspection.
- xviii) The galvanized iron pipe electrodes shall not be smaller than 38mm internal diameter and shall not be less than 3.5M. In length and shall, as far as possible, be embedded below permanent moisture level and shall be one piece only without any joints.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: Scope of Works and Technical Specifications

2.4 General Scope:

- i) Furnishing all labour, materials, supervision, construction plans, equipment, supplies, transport to and fro the site, fuel, electricity, compressed air, water, transit and storage insurance and all other incidental items and temporary works not shown on specified but reasonably implied or necessary for the proper completion, maintenance and handling over the works, except in accordance with the stipulations laid down in the contract documents and additional stipulations as may be provide by the engineer during the course of works.
- ii) Furnishing samples of all materials required by the engineers for testing/inspection and approval for use in the works. The samples may be retained by the engineer for final incorporation in the works.
- iii) Furnishing test reports for the products used or intended to be used, if called for the specifications or if so desired by the engineer.
- iv) During execution of the job, it is very essential that proper and adequate inspection should be made constantly by the contractor to maintain quality of workmanship and to ensure that deviations from BHEL drawings not exceed the permissible limits, which shall be approved by BHEL. Necessary laboratory test shall be conducted on random sampling basis for the materials like Bricks, steel, cement etc. if so desired by BHEL Engineer. Apart from that **contractor shall also ensure Field Quality Test (FQA) like Compressive Strength Test of concrete (cube test), Sieve Analysis of aggregates, and Compaction Test for backfilling as per Standard Practice and Relevant IS codes either at site or nearby Field Quality Laboratory** approved by BHEL. All the testing charges shall be borne by the contractor. Decision of BHEL engineer shall be binding on the contractor. Contractor may tie up with third party agency for routine quality test as Prescribed in CPWD.
- v) Contractor shall procure reinforced / structural steel & cement from reputed manufacturer/ Authorized dealer & approval for the same shall be obtained from BHEL well in advance before ordering of the materials.
- vi) Giving all notices, paying all fees, taxes etc., in accordance with the general conditions of contract, that is required for all works including temporary works.
- vii) Providing all incidental items not shown or specified but reasonably implied or necessary for the successful completion of the work in accordance with contract.
- viii) Arranging for joint checking with BHEL of all site construction activities, preparation of joint protocols for each & every activity and maintaining quality records for audit/inspection as per instruction of BHEL.
- ix) The drawings enclosed with this tender are intended to give the tenderer a general idea of the type and extent of work involved. The drawings are as such only indicative and not to be considered as the exact construction drawings.
- x) Further this is to be noted that the drawings and the documents furnished along with this specification are the sole property of BHEL. It must not be used directly or indirectly in any way detrimental to the interest of the company.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: Scope of Works and Technical Specifications

- xi) The scope of work will also include such other related works although they may not be specifically mentioned in the above paragraph and all such incidental items not specified but reasonably imply and necessary for completion of the job as a whole all as desired and as directed by the engineer.
- xii) The detail scope of work covered above is not a comprehensive list of items of work involved. The detail scope of work may vary considerably depending on the actual construction requirements as per RFC Drawings.
- xiii) All work shall be carried out in accordance with CPWD Specification.

2.5 Works by others:

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

2.6 Site Visits:

Bidder shall visit the site and ascertain the local conditions, entry and traffic restrictions, all obstructions in the area and also ascertain all site conditions and particularly the sub-soil conditions etc. together with all the statutory, obligatory, mandatory requirements of various authorities before submission of the bid. **The contractor shall carry out the survey and/or soil investigation to study the properties of soil/sub soil like strength to withstand the weight of structure during all weather conditions without sinking of foundation.** If any of such defects like cracks, sinking of foundation etc. occur after completion of work till the performance guarantee period, it shall be rectified by contractor free of cost including the supply of materials required. No claim shall be entertained on this account under any circumstances from the contractor.

2.7 Preamble for the schedule of quantities/BOQ:

- i) The work shall be carried out as per construction drawings, specifications and the description of the items in this schedule and/or Engineer's instructions. Drawings enclosed with these documents are only indicative giving some idea of the type of work involved. The layout, sizes and details of the building, structures and foundations shown in tender drawings may vary at a large extent during actual construction. Final drawings will be issued progressively during the execution of the work.
- ii) Items of work provided in this schedule but not covered in the specifications shall be executed strictly as per instructions of the Engineer.
- iii) Unless specifically mentioned otherwise in the contract, the bidder shall quote his rates for the finished items and shall provide for the complete cost towards fuel, tools, tackle, equipment, constructional plant, temporary works, labour materials, levies, taxes, transport, layout, repairs, rectification, maintenance till handing over, supervision, shops, establishments, services, temporary roads, revenue expenses, contingencies, overheads, profits and all incidental items not specifically mentioned but reasonably implied and necessary to complete the works according to the contract.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: Scope of Works and Technical Specifications

- iv) The quantities of the various items mentioned in the schedule are approximate and may vary up to any extent or be deleted altogether. Contractor has to obtain prior approval of BHEL before procurement of bought out items/ building materials.
- v) Engineer decision shall be final and binding on the contractors regarding clarification of items in this schedule with respect to the other section of the contract.
- vi) In case of any discrepancy between item description, relevant drawing and/or specification, clarification shall be sought at tender stage itself. Otherwise it shall be assumed that the bidder has quoted for the more stringent requirement.

2.8 Procurement and Testing of Materials by Contractor:

Material required for the entire job like cement, sand, aggregates, steel, windows, doors, ventilators, sanitary fixtures, painting & finishing material, electrical fittings and wiring material and all other material required for the completion of entire scope have to be arranged by the contractor. BHEL reserves the right to reject any material not found satisfactory. Rates quoted shall be inclusive of all such contingencies and no additional payment shall be made on this account. For this purpose, sample shall be collected at site in presence of BHEL representative.

2.9 Bidders are requested to specifically note the following:

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

Sh Gopal Tiwary PSWR Nagpur Email: gopalt@bhel.in Ph no: +919881718378	Sh B Majhi PSWR Patratu Email: bmajhi@bhel.in Ph no: +916354658616
---	---

TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

Sl. No.	Description	Scope / to be taken care by		Remarks
		BHEL	Bidder	
3.1	ESTABLISHMENT			
3.1.1	For construction purpose			
a	Open space for office (as per availability)	Yes		Location will be finalized after joint survey with owner
b	Open space for storage (as per availability)	Yes		Location will be finalized after joint survey with owner
c	Construction of bidder's office, canteen and storage building including supply of materials and other services		Yes	
d	Bidder's all office equipment, office / store / canteen consumables		Yes	
e	Canteen facilities for the bidder's staff, supervisors and engineers etc		Yes	
f	Firefighting equipment like buckets, extinguishers etc		Yes	
g	Fencing of storage area, office, canteen etc of the bidder		Yes	
3.1.2	For living purpose			
a	Open space for labour colony (as per availability)		Yes	Contractor has to make his own arrangements for space, shelter and transportation of labors as per their requirement.
b	Labour Colony with internal roads, sanitation, complying with statutory requirements		Yes	
3.2	ELECTRICITY			
3.2.1	Electricity for construction purposes 3 Phase 415/440 V			Contractor has to make his own arrangement.
a	Single point source of 440 V		Yes	
b	Further distribution including all materials, Energy Meter, Protection devices and its service		Yes	
c	Duties and deposits including statutory clearances if applicable		Yes	
3.2.2	Electricity for the office, stores, canteen etc. of the bidder (to be specified whether chargeable or free)			Contractor has to make his own arrangement.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

Sl. No.	Description	Scope / to be taken care by		Remarks
		BHEL	Bidder	
	PART I			
a	Single point source		Yes	
b	Further distribution including all materials, Energy Meter, Protection devices and its service		Yes	
c	Duties and deposits including statutory clearances if applicable		Yes	
3.2.3	Electricity for living accommodation of the bidder's staff, engineers, supervisors etc		Yes	Contractor has to make his own arrangement.
a	Single point source		Yes	
b	Further distribution including all materials, Energy Meter, Protection devices and its service		Yes	
c	Duties and deposits including statutory clearances if applicable		Yes	
3.3	WATER SUPPLY			
3.3.1	For construction purposes (to be specified whether chargeable or free)			Contractor has to make his own arrangement.
a	Making the water available at single point		Yes	
b	Further distribution as per the requirement of work including supply of materials and execution		Yes	
3.3.2	Water supply for bidder's office, stores, canteen etc			Contractor has to make his own arrangement.
a	Making the water available at single point		Yes	
b	Further distribution as per the requirement of work including supply of materials and execution		Yes	
3.3.3	Water supply for Living Purpose			Contractor has to make his own arrangement.
a	Making the water available at single point		Yes	
b	Further distribution as per the requirement of work including supply of materials and execution		Yes	
3.4	LIGHTING			Contractor has to make his own arrangement.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

Sl. No.	Description	Scope / to be taken care by		Remarks
		BHEL	Bidder	
	PART I			
a	For construction work (supply of all the necessary materials) 1. At office/storage area 2. At the preassembly area 3. At the construction site /area		Yes	
b	For construction work (execution of the lighting work/ arrangements) 1. At office/storage area 2. At the preassembly area 3 At the construction site /area		Yes	
c	Providing the necessary consumables like bulbs, switches, etc during the course of project work		Yes	
d	Lighting for the living purposes of the bidder at the colony / quarters		Yes	
3.5	COMMUNICATION FACILITIES FOR SITE OPERATIONS OF THE BIDDER			Contractor has to make his own arrangement.
a	Telephone, fax, internet, intranet, e-mail etc.		Yes	
3.6	COMPRESSED AIR (wherever required for the work)		Yes	Contractor has to make his own arrangement.
3.7	DEMobilIZATION OF ALL THE ABOVE FACILITIES		Yes	Contractor has to make his own arrangement.
3.8	TRANSPORTATION			Contractor has to make his own arrangement.
a	For site personnel of the bidder		Yes	
b	For bidder's equipments and consumables (T&P, Consumables etc)		Yes	

Sl. No.	Description	Scope / to be taken care by		Remarks
		BHEL	Bidder	
	PART II			
3.9	ERECTION FACILITIES			
3.9.1	Engineering works for construction			Not Applicable
a	Providing the erection/constructions drawings for all the equipment covered under this scope	Yes		
b	Drawings for construction methods	Yes	Yes	In consultation with BHEL

TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

Sl. No.	Description	Scope / to be taken care by		Remarks
		BHEL	Bidder	
3.9	PART II ERECTION FACILITIES			
c	As-built drawings - where ever deviations observed and executed and also based on the decisions taken at site-example - routing of small bore pipes		Yes	Changes are to be marked in drawing & handover to BHEL on completion of work.
d	Shipping lists etc for reference and planning the activities			NOT APPLICABLE
e	Preparation of site erection schedules and other input requirements		Yes	In consultation with BHEL
f	Review of performance and revision of site erection schedules in order to achieve the end dates and other commitments		Yes	In consultation with BHEL
g	Weekly erection schedules based on Sl. No. e		Yes	In consultation with BHEL
h	Daily erection / work plan based on Sl. No. g		Yes	In consultation with BHEL
i	Periodic visit of the senior official of the bidder to site to review the progress so that works are completed as per schedule.		Yes	
j	Preparation of preassembly bay		Yes	
k	Laying of racks for gantry crane if provided by BHEL or brought by the contractor/bidder himself			Not Applicable
L	Arranging the materials required for preassembly		Yes	

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – IV: T&Ps AND MME TO BE DEPLOYED BY CONTRACTOR

4. TOOL & PLANTS:

Nos. of T&Ps to be deployed at site shall be decided based on site requirement.

Below given nos. are tentative for planning purposes by the bidder.

Sl. No.	Description of T&P	Quantity
1.	Concrete Mixer	1 Nos.
2.	Vibrators	2 Nos.
3.	Leveling instrument with calibration certificate	As per requirement
4.	Total Station with calibration certificate	As per requirement
5.	Hydraulic Excavator /Poclain	2 No.
6.	JCB	6 Nos.
7.	Tipper	8 Nos.
8.	Road roller/Vibro roller	3 Nos.
9.	Water Tanker	2 Nos.
10.	Tractor with Trolley	2 Nos.

MEASURING AND MONITORING DEVICES (MMD):

To be finalized as per site requirement.

NOTE:

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

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter – V: T&Ps AND MME TO BE DEPLOYED BY BHEL ON
SHARING BASIS

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

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – VI: TIME SCHEDULE

6.1 TIME SCHEDULE & MOBILIZATION

Initial Mobilization and Time Schedule

After issue of LOI (though Fax/courier/email) the contractor shall report to the Construction Manager/Site In-Charge of BHEL at site within one week and make a MOM (Minutes of meeting) for mobilization of manpower, T&Ps, date of start of work and detailed completion program.

The contractor has to subsequently augment his resources in such a manner that the entire works are completed within the contract period of **6 (Six) months** in a manner required by BHEL to match with the project schedule.

Date of start shall be considered as date of start of earthwork (excavation or stripping or filling).

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – VII: TERMS OF PAYMENT

7.0 Terms of Payment:

The payments for works under the scope of this contract shall be as per clause no 2.6, clause 2.22 and clause 2.23 of General Conditions of Contract and Chapter X of Special Conditions of Contract.

The progressive payment against monthly running bills will be released on accepted rate / price of contract value as 100% of item rate shall be made on pro-rata basis as per monthly progress of work. BHEL decision in this regard shall be final and binding on the contractor.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VIII: Taxes and Other Duties

8.0 TAXES, DUTIES, LEVIES (Rev 10 dated 19/08/2017)

- 8.1** The successful bidder shall furnish proof of GST registration. 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.
- 8.2** The contract price shall be inclusive of all taxes including Goods and service tax (GST), GST Cess, BOCW Cess, license charges, deposits, duties, tools, royalty, commissions or other charges, if any. Bidder should also note that no other taxes including new taxes, if imposed subsequently and variation in any taxes shall not be reimbursed by BHEL. In case, BHEL has to pay any of such taxes, BHEL shall have the right to recover the same from contractor's bills or otherwise as deemed fit.
- 8.3** GST charged in the Tax Invoice/Debit note by the contractor shall be released separately to the contractor only after contractor files the outward supply details in GSTR-1 on GSTN portal and such input tax of the 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.
- 8.4** Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred there under) wherein the 'Bill To' details will as below:-
BHEL GSTN - **As per annexure-1**
NAME - Bharat Heavy Electricals Limited
ADDRESS - Site address
- 8.5** In case of raising any Supplementary Tax Invoice (Debit / Credit Note) Bidder shall issue the same containing all the details as referred to in Section 34 read with rule 53.
- 8.6** Bidder shall comply with the Time limit prescribed under the GST Law and rules thereof for raising of the tax invoice.
- 8.7** Bidder shall upload the Invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act. Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the bidder along with interest levied / leviable on BHEL.
- 8.8** Way Bill: Successful Bidder to arrange for way bill / e-waybill for any transfer of goods for the execution of the contract.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VIII: Taxes and Other Duties

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

8.9 TDS under Income Tax shall be deducted at prevailing rates on gross invoice value from the running bills unless exemption certificate from the appropriate authority/ authorities is furnished.

8.10 TDS under GST (as & when applicable) shall be deducted at prevailing rates on applicable value from the running bills

Annexure-1

State wise GSTIN Nos of BHEL

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

TECHNICAL CONDITIONS OF CONTRACT (TCC)
CHAPTER IX – BILL OF QUANTITIES AND % WEIGHTAGE OF INDIVIDUAL ITEMS

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

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

Part A: Instructions to the Bidders

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

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

Note: This Chapter-IX is uploaded separately as file titled ‘**Chapter IX-BOQ and Percentage Weightage**’-2185.