

E-TENDER SPECIFICATION

S. No.	E- TENDER SPECIFICATION NUMBER
01	BHE/PW/PUR/BHFGD-TOPO-GEO/2190

FOR

TOPOGRAPHICAL SURVEY AND GEOTECHNICAL INVESTIGATION WORK AT
NSPCL BHILAI TPP (2X250 MW) FGD PACKAGE.

VOLUME I – TECHNICAL BID

THIS TENDER SPECIFICATION CONSISTS OF:

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



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

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Volume No	Description	Hosted in website bhel.com (Briefly) and detailed in BHEL e-Procurement Portal as files titled
NIL	Tender Specification Issue Details	(Part of <u>Vol-IA-2190</u>)
NIL	Notice Inviting Tender	(Part of <u>Vol-IA-2190</u>)
I-A	Technical Conditions of Contract	Vol-I-A-2190
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FOR

**TOPOGRAPHICAL SURVEY AND GEOTECHNICAL INVESTIGATION WORK AT
NSPCL BHILAI TPP (2X250 MW) FGD PACKAGE.**

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:

2190

NOTICE INVITING TENDER

Bharat Heavy Electricals Limited



**BHEL PSWR
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E-Tender Spec No: BHE/PW/PUR/BHFGD-TOPO-GEO/2190

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/BHFGD-TOPO-GEO/2190	
ii	Broad Scope of job	TOPOGRAPHICAL SURVEY AND GEOTECHNICAL INVESTIGATION WORK AT NSPCL BHILAI TPP (2X250 MW) FGD PACKAGE.	
iii	DETAILS OF TENDER DOCUMENT		
A	Volume-IA	Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc.	Applicable
B	Volume-IB	Special Conditions of Contract (SCC)	Applicable
C	Volume-IC	General Conditions of Contract (GCC)	Applicable
D	Volume-ID	Forms and Procedures	Applicable
E	Volume-IE	Technical Specifications and Layout	Applicable
F	Volume-II	Price Bid as specified in E-Procurement Portal	Applicable
iv	Issue of Tender Documents	From https://bhel.abcprocure.com (Tender documents will be available for downloading from BHEL e-Procurement website till due date of submission) Brief information of the tender shall also be available at Central Public Procurement portal (https://eprocure.gov.in) and BHEL website (www.bhel.com).	Applicable
v	DUE DATE & TIME OF OFFER SUBMISSION	Date: 30/09/2019, Time: 15.00 Hrs Place: on E-Tender Portal https://bhel.abcprocure.com • Offer to be submitted online only through e-procurement Portal	Applicable

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S No.	ISSUE	DESCRIPTION	
vi	OPENING OF TENDER (Techno-Commercial Bid)	Date: 30/09/2019, 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.	Applicable
vii	EMD AMOUNT	Rs. 58,000/- (Rupees Fifty-Eight Thousands only) [To be submitted in the form and manner as mentioned below] 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.	Applicable
viii	COST OF TENDER	Rs 2000/- [To be submitted in the form and manner as mentioned below]	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)	----	Not Applicable
xii	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com -->Tender Notifications →View Corrigendum), Central Public Procurement portal (https://eprocure.gov.in) & on e-tender portal https://bhel.abcprocure.com and not in the newspapers. Bidders to keep themselves updated with all such information.	

2.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly **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.abcprocure.com>**. However Original Demand Draft shall be sent to the officer inviting tender within a reasonable time failing which the offer is~~

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~~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			Scan Copy has to be uploaded	Scan Copy has to be uploaded	Scan Copy of BG has to be uploaded.
Submission of EMD to BHEL PSWR, Nagpur	Receipt of Amount Transferred into BHEL Account	Recei pt of cash 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 /amendments 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.abcpocure.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.**

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5.0 Procedure for Submission of Tenders:

Procedure for Submission of Tender is available in the “[Bidder Manual for BHEL Bidders](#)” at E-tender portal <https://bhel.abcpurchase.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.abcpurchase.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:

- 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-IA	
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: 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.	

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SN	Description	Remarks
	<p>b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding.</p> <p>i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL</p> <p>ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender</p>	
iii.	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: Technical Specifications and Layout	
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.	<p>1. Earnest Money Deposit (EMD) in the form as indicated in this Tender</p> <p align="center">OR</p> <p>Documentary evidence for 'One Time EMD' with the Power Sector Region of BHEL floating the Tender</p> <p>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

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- 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: Not Applicable**
- 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.
- 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.~~

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- 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.
- ~~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'.~~

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- 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.~~
- 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

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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.

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ANNEXURE - 1

PRE QUALIFYING CRITERIA

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JOB	TOPOGRAPHICAL SURVEY AND GEOTECHNICAL INVESTIGATION WORK AT NSPCL BHILAI TPP (2X250 MW) FGD PACKAGE.		
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)	NOT APPLICABLE	
B	<u>TECHNICAL PQR:</u> Bidder shall essentially meet all the Qualifying Requirements (i.e. B.1) as under, in the last seven years as on latest date of bid submission: B.1: Bidder should have executed “<u>Geotechnical Investigation</u>” Or “<u>Geotechnical Investigation & Topographical Survey</u>” for any one of the following in the last seven years from latest date of bid submission in the industrial projects: B.1.1) Executed One work of value not less than Rs. 23.20 Lakhs against single work order. OR B.1.2) Executed Two works each of value not less than Rs. 14.50 Lakhs against maximum two work orders. OR B.1.3) Executed Three works each of value not less than Rs. 11.60 Lakhs against maximum three work orders. Note: Industrial projects shall mean projects in sectors like Power /Petro / Chemical/Refinery / Oil and Gas/ Cement /Fertilizer/ Aviation /Metal/ Refining/Agricultural Processing/ Ports/Metro/Bullet Train.	APPLICABLE	
C-1	<u>Financial TURNOVER</u> Bidders must have achieved an average annual financial turnover (audited) of Rs. 8.70 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	

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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.	NOT APPLICABLE	
E	Approval of Customer (if applicable) Note: Names of bidders (including consortium/Technical Tie up partners in case consortium bidding is permitted) who stand qualified after compliance of criteria A to D shall be forwarded to customer for their approval	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-

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

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.

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,

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S No	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Applicability	
	<p>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> <ul style="list-style-type: none"> 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>4. Boiler means HRSG or WHRB or any other types of Steam Generator.</p> <p>5. Power Cycle piping means Main Steam, Hot Reheat, Cold Reheat, HP Bypass.</p> <p>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.</p> <p>7. Scope for Capital overhaul of STG shall cover Bearing Inspection work and overhauling of all cylinders of the Turbine.</p> <p>8. In case the tendered scope is not a Pulverized Fuel Boiler, experience of Oil/Gas Fired Boilers can also be considered.</p> <p>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> <p>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.</p> <p>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.</p>		

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S No	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Applicability	
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>			
<ol style="list-style-type: none"> 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: <ol style="list-style-type: none"> 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 2 (Two). d. Prime Bidder alone shall necessarily comply with "B.1 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 "technical criteria". f. Prime Bidder shall comply with all other Pre Qualifying criteria for the Tender unless otherwise specified. g. All other conditions shall be read in conjunction with clause no 23.0 of NIT. h. Prime Bidder shall be the Bidder who has a major share of work. i. Prime Bidder shall be responsible for the overall execution of the Contract. j. Performance shall be evaluated for Prime Bidder and the Consortium partner for their respective scope of work. k. In case the Consortium partner backs out, another consortium partner meeting the QRs, has to be engaged by Prime Bidder and if not, the respective work will be withdrawn and executed on risk and cost basis of the prime bidder. l. In case Prime Bidder withdraws, the whole contract shall be considered cancelled and short closed. 			

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S No	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Applicability	
	<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 'standalone' 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:

1. 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.

2. Void

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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 Requirements (i.e. B.1) as under, in the last seven years as on latest date of bid submission:			
B.1	<p>B.1: Bidder should have executed <u>“Geotechnical Investigation” Or “Geotechnical Investigation & Topographical Survey”</u> for any one of the following in the last seven years from latest date of bid submission in the industrial projects:</p> <p>B.1.1) Executed One work of value not less than Rs. 23.20 Lakhs against single work order. OR</p> <p>B.1.2) Executed Two works each of value not less than Rs. 14.50 Lakhs against maximum two work orders. OR</p> <p>B.1.3) Executed Three works each of value not less than Rs. 11.60 Lakhs against maximum three work orders.</p> <p>Note: Industrial projects shall mean projects in sectors like Power /Petro / Chemical/Refinery / Oil and Gas/ Cement /Fertilizer/ Aviation /Metal/ Refining/Agricultural Processing/ Ports/Metro/Bullet Train.</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. 				

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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)

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ANNEXURE-3

INTEGRITY PACT

Not Applicable

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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: nktiwari@bhel.in, Ph: +91 - 712 - 3048 - 713
Sr Engineer Purchase, Email: svm@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_adbridged.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

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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.

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.

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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.
11. **PRICE VARIATION CLAUSE:**
Price Variation Compensation Clause no. 2.17 of Vol IC GCC **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. **Form-15 of Vol-ID:**
Form F-15 “Monthly Performance Evaluation of Contractor” of Vol-ID “Forms and Procedures” **shall not be Applicable** for this contract.
14. **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).
15. **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.

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

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

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

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

17. Amended Quantity Variation Sub Clause no. 2.14.1 of Clause no. 2.14 of Vol-IC GCC:

“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. No compensation becomes payable in case the variation of the final executed contract value is within the limit of Minus (-) 30% of awarded contract value.”

Note: Sub clause no. 2.14.2 of Clause no. 2.14 shall be applicable as per Vol-IC-GCC.

18. Acceptance of Bank Guarantee (BG)

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

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

“Bank Guarantee issued by:

- a. Any of the BHEL consortium bank listed below:

State Bank of India
ABN Amro Bank N.V.
Bank of Baroda

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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”.

19. 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

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will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

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.abcpocure.com>, the term 'envelope sealed bid' to be read as "price bid in e-procurement portal".

- 20. 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.

21. 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."

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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

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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/BHFGD-TOPO-GEO/2190

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

2190

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
10	Appendix	Chapter-X

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - I: PROJECT INFORMATION

1.0	Project Information: NSPCL Bhilai TPP (2x250MW) FGD Package.
1.1	<p><u>INTRODUCTION:</u></p> <p>The proposed site is located at Bhilai (East) in Durg district of Chattisgarh.</p> <p>Latitudes : 21°11' 25" N Longitudes : 81°26'05" E Place : Bhilai (East) District : Korba Nearest Railway Station : Bhilai (4KM) Nearest Airport : Raipur (35KM) Nearest Town/City : Bhilai (10KM)</p> <p>Above information furnished are for general guidance of Contractor. However Contractor has advised to visit the site and appraise himself about the conditions of site and infrastructure available in the area for fulfilling their commitments under the contract.</p>

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: Scope of Works and Technical Specifications

2.0 THE SCOPE OF THE WORK WILL COMPRISE OF BUT NOT LIMITED TO THE FOLLOWING (All the works mentioned here under shall be carried out within the accepted rate Unless otherwise specified):

Scope of Work: -

1) Topographical Survey

2) Geotechnical investigation:

- On Shore (On Land) Boring
- Core Drilling
- Dynamic cone Penetration Test,
- Plate load test,
- Cyclic plate load test,
- Electrical Resistivity Test
- Cross Hole Shear Wave Test
- Field Labrotary Test
- Permeability Test
- Other Test Specified in BOQ

Note:

- I. The bidder should visit site and acquire full knowledge & information about site Conditions and acquaint themselves with the conditions prevailing at site and in & around the plant premises, together with all statutory, obligatory, mandatory requirements of various authorities before submission of bid.
- II. The item of work in the schedule of quantities describes the work very briefly. Details of items shall be read in conjunction with the corresponding specification, drawings and other tender terms. For each item in the schedule of quantities, the bidder's rate shall include all the activities covered in the description of the items as well as for all necessary operations in detail described in the technical specification.
- III. The bidder shall quote for finished items of work and shall provide all necessary power, water, instruments, fuel, tools and plants, tackles, materials, transport, labour, supervision and maintenance till handing over, repairs, rectifications, safety and security of their workmen and equipments including insurance etc.
- IV. The unit rates quoted shall include minor details which are obviously and fairly intended and which may not have been included in these documents but are essential for the satisfactory completion of the work.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: Scope of Works and Technical Specifications

- V. Quantities of the various items mentioned in the schedule of quantities are approximate and may vary upto any extent or be deleted altogether and new items may be added.
- VI. Engineer-in-charge's decision regarding clarification of items in the schedule with respect to other sections of the contract shall be final and binding on the contractor.
- VII. All the report shall be submitted in the prescribed form as mentioned in Technical specification including graphical representation, calculation, Log-sheets etc. & no extra claim shall be entertained on this account.
- VIII. Agency has to get their Interim as well as Final report approved by **BHEL –PEM NOIDA**, as well as from BHEL respective **Customer/Consultant**. Draft & final report shall be submitted as specified in BOQ. Quoted Rate shall be inclusive of all the above aspect.
- IX. The bidder shall submit a scheme showing the arrangement and equipment proposed to be used for conducting the work alongwith the rates.
- X. Contractor shall make his own arrangement for water, electricity, accommodation, access to site and the cost of all such works shall be considered **included** in his quoted price.

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	OFFICE		YES	
B	Open space for storage (as per availability)		YES	
c	Construction of bidder's office, canteen and storage building including supply of materials and other services		Yes	
d	Bidder's all office equipments, office / store / canteen consumables		Yes	
e	Canteen facilities for the bidder's staff, supervisors and engineers etc		Yes	
f	Fire-fighting equipments like buckets, extinguishers etc		Yes	
g	Fencing of storage area, office, canteen etc of the bidder		Yes	
3.1.2	FOR LIVING PURPOSES OF THE BIDDER			
a	Open space for labour colony (as per availability)		Yes	
b	Labour Colony with internal roads, sanitation, complying with statutory requirements		Yes	
3.2.0	ELECTRICITY			
3.2.1	Electricity for construction purposes 3 Phase 415/440 V (To be specified whether chargeable or free)			
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	
3.2.2	Electricity for the office, stores, canteen etc of the bidder (to be specified whether chargeable or free)			
a	Single point source		YES	

TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

Sl. No.	Description	Scope / to be taken care by		Remarks
		BHEL	Bidder	
	PART I			
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	
a	Single point source		Yes	
b	Further distribution including all materials, Energy Meter, Protection devices and its service		Yes	
c	Duties and deposits including statutory clearances if applicable		Yes	
3.3.0	WATER SUPPLY			
3.3.1	For construction purposes: (to be specified whether chargeable or free)			
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	<u>Water supply for bidder's office, stores, canteen etc</u>			
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	<u>Water supply for Living Purpose</u>			
a	Making the water available at single point		Yes	
b	Further distribution as per the requirement of work including supply of materials and execution		Yes	
3.4.0	LIGHTING			

TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

Sl. No.	Description PART I	Scope / to be taken care by		Remarks
		BHEL	Bidder	
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	
3.5.0	COMMUNICATION FACILITIES FOR SITE OPERATIONS OF THE BIDDER			
a	Téléphone, fax, internet, intranet, e-mail etc.		Yes	
3.6.0	COMPRESSED AIR wherever required for the work		Yes	
3.7.0	Demobilization of all the above facilities		YES	
3.8.0	TRANSPORTATION			
a	For site personnel of the bidder		Yes	
b	For bidder's equipments and consumables (T&P, Consumables etc)		Yes	

TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

4.0 LIST OF EQUIPMENTS TO BE MOBILISED TO SITE FOR SITE (TENTATIVE)

Appendix -1 T&P LIST			
S.no	Description	TENTATIVE Quantity (No.)	Remarks
1	Shell and Auger boring	2 +1	
2	Rotary core drilling unit (Hydraulic feed)	1	
3	Electrical resistivity test set up	2	
5	Dynamic cone penetration test	1	
6	Plate load test set up	1	
7	Field permeability test set up	1	

Note:

Additional equipment's shall be mobilized if required as per the directions of the engineer-in-charge to match the work schedule and to complete the scope of work.

MONTHWISE MANPOWER REQUIREMENT AT SITE

SI No.	Category	Quantity (TENTATIVE)
1.	Geotechnical Engineer	1
2.	Engineer (Geologist)	As required
3.	Supervisor	2
4.	Qualified Surveyor	1
5.	Rig Operators	3
6.	Helpers/ semiskilled workers	1
7.	Unskilled Workers	8
8	Electrician	1

Note:

Contractor to deploy manpower to complete the work as per mutually agreed schedule/ contract period.

MEASURING AND MONITORING DEVICES (MMD):

AS PER REQUIREMENT TO BE FINALIZED AT SITE

NOTE:

This above list is only indicative and neither exhaustive nor limiting. Quantities indicated above are only tentative. Contractor shall deploy all necessary T&P to meet the schedules & as prescribed by BHEL engineer and required for completion of work.

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

5.1 BHEL WILL NOT PROVIDE ANY T&P's FOR THIS WORK

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – VI: TIME SCHEDULE

6.1 TIME SCHEDULE & MOBILIZATION

TIME SCHEDULE

- a) The entire work as detailed in the Tender Specification shall be completed within 90 days from the date of commencement of work at site.
- b) During the total period of contract, the contractor has to carry out the activities/tests in a phased manner as required by BHEL and the program of milestone events. The work shall be deemed as completed in all respect only when so certified by the site Engineer. The decision of BHEL in this regard shall be final and binding of the contractor.

6.2 COMMENCEMENT OF CONTRACT PERIOD

The date of commencement of contract period shall be the date of commencement of work i.e., start of topographical survey works. In case of discrepancy, the decision of BHEL engineer is final.

6.3 MILE STONE SCHEDULE

The activities shall be started as per directions of BHEL designated in charge for the subject work. The contractor has to augment his resources in such a manner that following activities are achieved on specified schedules:

Sl. No	ACTIVITY	TENTATIVE SCHEDULE OF COMPLETION
1	Completion of Topographical Survey and submission of Topographical Survey Map (Draft).	30 days from the date of Start of Work.
2	Completion of all field tests and laboratory tests as per BOQ/drawings/specifications/instruction of engineer in charge.	60 days from the date of Start of Work.
3	Submission of Draft Report to BHEL PEM- New Delhi with copy to BHEL- Nagpur and respective site.	70 days from the date of start of Work.
4	Submission of intermediate & Final Reports	Within 7 days from the date of receipt of comments from BHEL.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – VI: TIME SCHEDULE

PROVISION OF PENALTY IN CASE OF SLIPPAGE OF INTERMEDIATE MILESTONES:

In case of slippage of Two Major Intermediate Milestones, mentioned as M1 & M2 hereunder, Delay Analysis shall be carried out on achievement of each of these two Intermediate Milestones in reference to F-14.

Milestones	Civil work of following Activity	Period of release of fronts from DOS
M1	Completion of Topographical Survey and submission of Topographical Survey Map (Draft).	30 days from the date of Start of Work.
M2	Submission of Draft Report to BHEL PEM- New Delhi with copy to BHEL- Nagpur and respective site.	70 days from the date of start of Work.

Note: Refer clause no 16 of NIT “Annexure-04” regarding modalities against provision of penalty in case of slippage of Intermediate Milestones.

6.4 CONTRACT PERIOD

The contract period for completion of entire work under scope shall be 90days from the “COMMENCEMENT OF CONTRACT PERIOD” as specified earlier.

6.4.1 In order to meet above schedule and other intermediate targets/activities as set by BHEL Engineer In charge at site, to meet customer requirements/project schedule, contractor shall arrange all necessary resources and work force in consultation with BHEL engineer at site to undertake parallel works in all fronts as made available to contractor.

6.4.2 Contractor shall have to work round the clock on such critical activities as a part of catch up programme to meet the project requirement to the extent possible and shall also provide required resources as part of scope of work.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – VII: TERMS OF PAYMENT

7.0 TERMS OF PAYMENT

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

7.0.2 General conditions of contract shall be referred to as regards mode of payment, and measurement of the work completed.

7.0.3 Release of payment in each running bill will be restricted to **95% of the value of work admitted**, as per the percentage break-up for the stage of work completion stipulated vide clauses hereinafter.

The 5% retention amount shall be released as per GCC clause no. 2.22. The workmanship guarantee period for this contract shall be 12 months from the date of completion of entire work as certified by BHEL.

7.0.4 The payment for running bills will normally be released within around 30 days of submission of running bill with measurement sheets. Contractor shall make his own arrangement for making payment of impending labour wages and other dues in the meanwhile.

7.0.5 **BHEL** will release payment through **Electronic Fund Transfer (EFT)/RTGS**. In order to implement this system, the following details are to be furnished by the contractor pertaining to his bank accounts where proceeds will be transferred through **BHEL's banker**:

Name of the Company

Name of Bank

Name of Bank Branch

City/Place

Account Number

Account type

IFSC code of the Bank Branch

MICR Code of the Bank Branch

BHEL May Also Choose to Release Payment By Other Alternative Modes As Suitable.

7.0.6 Progressive Payment

The percentage of payment for progressive completion of work in various categories of work shall be as under:

7.0.7 Item Rate Payment

100% of Item Rate on Pro-Rata Basis against Monthly RA Bills

The RA bill payment shall be made as made as per Cl no 10.0 of Chapter –X of SCC and as per CL NO: 2.6 of GCC

7.0.8 Extra/Additional Items of Work:

The Extra/ Additional Items of work will be paid as per GCC.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VIII: Taxes and Other Duties

8.0 TAXES, DUTIES, LEVIES (Rev 13 dated 05/11/2018)

1. All taxes excluding GST, GST Cess & BOCW Cess but including, Royalties, fees, license, deposits, commission, any State or Central Levy and other charges whatsoever, if any, shall be borne by you and shall not be payable extra.
2. Any increase of the taxes excluding GST, GST Cess & BOCW Cess, at any stage during execution including extension of the contract shall have to be borne by the contractor. Quoted/ accepted rates/ price shall be inclusive of all such requirements. Please note that since GST on output will be paid by BHEL separately as enumerated below, your quoted rates/ price should be after considering the Input Credit under GST law at your end.
3. **GST :**
The successful bidder shall furnish proof of GST registration .GST along with Cess (as applicable) legally leviable & payable by the successful bidder as per GST Law, shall be paid by BHEL. Hence Bidder shall not include GST along with Cess (as applicable) in their quoted price.
4. GST charged in the Tax Invoice/Debit note by the contractor shall be released separately to the contractor only after contractor files the outward supply details in GSTR-1 on GSTN portal and input tax credit of such invoice is matched with corresponding details of outward supply of the contractor and has paid the GST at the time of filing the monthly return
5. 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
6. Bidder to immediately intimate on the day of removal of Goods (in case of any supply of goods) to BHEL along with all relevant details and a scanned copy of Tax Invoice to below email ids to enable BHEL to meet its GST related compliances :-
Email id ---- to be intimated later on.

In case of delay in submission of the abovementioned documents on the date of dispatch, BHEL may incur penalty /interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from the successful bidder, if such delay is not attributable to BHEL.
7. 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. Bidder shall note that in case GST credit is delayed/ denied to BHEL due to delayed / non receipt of goods and /or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from the vendor along with interest levied / leviable on BHEL, as the case may be.
9. 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.
10. 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.

11. **New taxes and duties:**-Any New taxes & duties, if imposed subsequent to due date of offer submission as per NIT & TCN, by statutory authority during contract period including extension, if the same is not attributable to you, shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, you shall obtain prior approval from BHEL before depositing new taxes and duties.

Benefits and/or abolition of all existing taxes must be passed on to BHEL against new Taxes, if any, proposed to be introduced at a later date.

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

12. For transportation work, bidder shall declare in his quotation whether he is registered under GST, if yes, whether he intends to claim GST on forward charge basis. In absence of this declaration, BHEL will proceed further with the assumption that bidder intends not to claim GST on forward charge basis. However, in case of GST registered transporter, the amount to the extent of goods and service tax will be retained till BHEL avails the credit of GST. Further, transporter shall issue tax invoice which inter alia includes gross weight of the consignment, name of the consigner and the consignee, registration number of vehicle in which the goods are transported, details of goods transported, details of place of origin and destination, GSTIN of the person liable for paying tax whether as consigner, consignee or goods transport agency, and also containing other information as mentioned under rule 46.
13. **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.**
14. **TDS under GST shall be deducted at prevailing rates on applicable value from the running bills.**
15. Refer Annexure – 2 for BOCW Act & Cess Act.

ANNEXURE-1

State wise GSTIN no.s of BHEL

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

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VIII: Taxes and Other Duties

ANNEXURE-2 BOCW Act & Cess Act

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

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

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VIII: Taxes and Other Duties

under the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder along with following statistics :

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

TECHNICAL CONDITIONS OF CONTRACT (TCC)

CHAPTER IX – 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 Sl 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**’-2190.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

CHAPTER X – APPENDIX

APPENDIX-I

FOLLOWING DRAWINGS ARE ENCLOSED WITH THE TENDER: -

Following Drawings are enclosed with the tender

SN	Title	Document ref. no.
1	Topographical Survey and Geotechnical Investigation Layout	PE-DG-M10-601-C001

Note

The above listed drawings are tentative and strictly for tender purpose only. Change in the drawing, if any, will be intimated during execution. These drawings are the property of BHEL and should not be made use of by the contractor except for the purpose of implementing this contract. All these drawings should be returned to BHEL on completion of the work. The interpretation of BHEL engineer regarding the details shown in the details shown in the drawing shall be final, conclusive and binding.

Above drawing are enclosed with VOL-I-E-STANDARD SPECIFICATION FOR GEOTECHNICAL INVESTIGATION and Topographical Survey.