

## **E-TENDER SPECIFICATIONS**

S. No.	E- TENDER SPECIFICATION NUMBER
01	BHE/PW/PUR/NTPRT-BAL-CVL-CHIMNEY-U-02/2232

### **FOR**

**COMPLETION OF BALANCE WORK OF CONSTRUCTION OF SINGLE FLUE RCC CHIMNEY OF HEIGHT 275M WITH ERECTION OF STRUCTURAL SUPPORTING PLATFORMS FOR LINERS AND PROVISION OF OTHER ACCESSORIES INCLUDING EXTERNAL PLATFORMS, STRUCTURAL STEEL STAIRCASE, MAN HOLES, RAIN WATER PIPES, RCC ROOF & ITS WATERPROOFING AND OTHER ASSOCIATED WORKS AS PER TCC AND TECHNICAL SPECIFICATIONS FOR UNIT#02 AT 3X800 MW PVUNL PATRATU SUPER THERMAL POWER STATION, JHARKHAND.**

### **VOLUME I – TECHNICAL BID**

#### **THIS TENDER SPECIFICATION CONSISTS OF:**

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



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

CONTENTS		
Volume No	Description	Hosted in website bhel.com (Briefly) and detailed in BHEL e-Procurement Portal as files titled
NIL	Tender Specification Issue Details	(Part of <b><u>Vol-IA-2232</u></b> )
NIL	Notice Inviting Tender	(Part of <b><u>Vol-IA-2232</u></b> )
I-A	Technical Conditions of Contract	Vol-I-A-2232
I-B	Special Conditions of Contract	Vol-I-BCD-2232
I-C	General Conditions of Contract	(Part of Vol-I-BCD-2232)
I-D	Forms & Procedures	(Part of Vol-I-BCD-2232)
I-E	Technical Specification and Drawings	Vol-IE-2232
II	Price Bid Specification as specified in E-Procurement Portal	Volume-II-2232

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01	BHE/PW/PUR/NTPRT-BAL-CVL-CHIMNEY-U-02/2232

### **FOR**

**COMPLETION OF BALANCE WORK OF CONSTRUCTION OF SINGLE FLUE RCC CHIMNEY OF HEIGHT 275M WITH ERECTION OF STRUCTURAL SUPPORTING PLATFORMS FOR LINERS AND PROVISION OF OTHER ACCESSORIES INCLUDING EXTERNAL PLATFORMS, STRUCTURAL STEEL STAIRCASE, MAN HOLES, RAIN WATER PIPES, RCC ROOF & ITS WATERPROOFING AND OTHER ASSOCIATED WORKS AS PER TCC AND TECHNICAL SPECIFICATIONS FOR UNIT#02 AT 3X800 MW PVUNL PATRATU SUPER THERMAL POWER STATION, JHARKHAND.**

**EARNEST MONEY DEPOSIT:** Refer Notice Inviting Tender

**LAST DATE FOR** Refer Notice Inviting Tender  
**TENDER SUBMISSION**

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

M/s. ....

.....

**PLEASE NOTE:**  
THESE TENDER SPECS DOCUMENTS ARE NOT TRANSFERABLE.

For Bharat Heavy Electricals Limited

**AGM (Purchase)**

Place: Nagpur  
Date:

2232

# NOTICE INVITING TENDER

Bharat Heavy Electricals Limited



**BHEL PSWR**  
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Date: 23/11/2019

**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	<b>BHE/PW/PUR/NTPRT-BAL-CVL-CHIMNEY-U-02/2232</b>	
ii	<b>Broad Scope of job</b>	COMPLETION OF BALANCE WORK OF CONSTRUCTION OF SINGLE FLUE RCC CHIMNEY OF HEIGHT 275M WITH ERECTION OF STRUCTURAL SUPPORTING PLATFORMS FOR LINERS AND PROVISION OF OTHER ACCESSORIES INCLUDING EXTERNAL PLATFORMS, STRUCTURAL STEEL STAIRCASE, MAN HOLES, RAIN WATER PIPES, RCC ROOF & ITS WATERPROOFING AND OTHER ASSOCIATED WORKS AS PER TCC AND TECHNICAL SPECIFICATIONS FOR UNIT#02 AT 3X800 MW PVUNL PATRATU SUPER THERMAL POWER STATION, JHARKHAND.	
iii	<b>DETAILS OF TENDER DOCUMENT</b>		
A	Volume-IA	<i>Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc.</i>	<i>Applicable</i>
B	Volume-IB	<i>Special Conditions of Contract (SCC)</i>	<i>Applicable</i>
C	Volume-IC	<i>General Conditions of Contract (GCC)</i>	<i>Applicable</i>
D	Volume-ID	<i>Forms and Procedures</i>	<i>Applicable</i>
E	Volume-IE	<i>Technical Specification and Drawings</i>	<i>Applicable</i>
F	Volume-II	<i>Price Bid as specified in E-Procurement Portal</i>	<i>Applicable</i>
iv	<b>Issue of Tender Documents</b>	<b>From <a href="https://bhel.abcprocure.com">https://bhel.abcprocure.com</a></b> <i>(Tender documents will be available for downloading from BHEL e-Procurement website till due date of submission)</i> Brief information of the tender shall also be available at Central Public Procurement portal ( <a href="https://eprocure.gov.in">https://eprocure.gov.in</a> ) and BHEL website ( <a href="http://www.bhel.com">www.bhel.com</a> ).	<i>Applicable</i>

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S No.	ISSUE	DESCRIPTION	
v	<b>DUE DATE &amp; TIME OF OFFER SUBMISSION</b>	<p><b>Date: 09/12/2019, Time: 15.00 Hrs</b>  <b>Place: on E-Tender Portal</b>  <a href="https://bhel.abcprocure.com">https://bhel.abcprocure.com</a></p> <p><b>• Offer to be submitted online only through e-procurement Portal</b></p>	<i>Applicable</i>
vi	<b>OPENING OF TENDER (Techno-Commercial Bid)</b>	<p><b>Date: 09/12/2019, Time: 16.00 Hrs</b>  <b>Notes:</b>  (1) In case the due date of opening of tender becomes a non-working day, then the due date &amp; time of offer submission and opening of tenders get extended to the next working day.  (2) <b>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.</b></p>	<i>Applicable</i>
vii	<b>EMD AMOUNT</b>	<p><b>Rs. 29,00,000/- (Rupees Twenty-Nine Lakhs only)</b>  <b>[To be submitted in the form and manner as mentioned below]</b></p> <p><b>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.</b></p>	<i>Applicable</i>
viii	<b>COST OF TENDER</b>	<p><b>Rs 2000/-.</b>  <b>[To be submitted in the form and manner as mentioned below]</b></p>	<i>Applicable</i>
ix	<b>LAST DATE FOR SEEKING CLARIFICATION</b>	<b>Three days before the due date of offer submission. Along with soft version also, addressing to undersigned &amp; to others as per contact address given below.</b>	<i>Applicable</i>
x	<b>SCHEDULE OF Pre Bid Discussion (PBD)</b>	---	<i>Not Applicable</i>
xi	<b>INTEGRITY PACT &amp; DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)</b>	<p><b>Shri Arun Chandra Verma, IPS (Retd.) and Shri Virendra Bahadur Singh, IPS (Retd.)</b></p> <p>(Please refer Annexure-04 "Important Information" of NIT for more details)</p>	<i>Applicable</i>
xii	<b>Latest updates</b>	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage ( <a href="http://www.bhel.com">www.bhel.com</a> -->Tender Notifications →View Corrigendum), Central Public Procurement portal ( <a href="https://eprocure.gov.in">https://eprocure.gov.in</a> ) & on e-tender portal <a href="https://bhel.abcprocure.com">https://bhel.abcprocure.com</a> 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,

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

3.0 Unless specifically stated otherwise, bidder shall remit cost of tender and courier charges if applicable, in the form of Demand Draft drawn in favour of Bharat Heavy Electricals Ltd, payable at Power Sector Regional HQ at Nagpur issuing the Tender, along with techno commercial offer. Bidder may also choose to deposit the Tender document cost by cash at the Cash Office as stated above against sl no iv of 1, on any working day. Copy of Cash receipt or the proof of Demand Draft duly **digitally** signed is to be uploaded with the Techno Commercial offer **on e-tender portal <https://bhel.abeprocure.com>**. However Original Demand Draft shall be sent to the officer inviting tender within a reasonable time failing which the offer is liable to be rejected. Sale of tender Documents shall not take place on National Holidays, holidays declared by Central or State Governments and BHEL PS HQ at \_\_\_\_\_, Sundays and second / last Saturdays.

4.0 Unless specifically stated otherwise, bidder shall deposit EMD as per the provisions in General Conditions of Contract Clause no. 1.9.1. In case of remittance of EMD through **Demand Draft/Pay Order**, same shall be in favour of **Bharat Heavy Electricals Ltd**, payable at Nagpur. **In case of remittance of EMD through Bank Guarantee (for the balance EMD amount in excess of Rs 2 Lakhs) OR through FDR**, refer General Conditions of Contract Clause no. 1.9.1(iv). Proforma of Bank Guarantee for Earnest Money shall be as provided in Vol-ID "FORMS & PROCEDURES". For other details and for 'One Time EMD' please refer General Conditions of Contract.

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

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

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

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

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<b>Procedure for Earnest Money Deposit</b>					
Submission of EMD to BHEL PSWR, Nagpur	into BHEL Account	deposit 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.abcprocure.com>. In case of Demand Draft/ Payorder/FDR/BG, Original Demand Draft/ Payorder/FDR/BG shall be sent to the officer inviting tender within a reasonable time failing which the offer is liable to be rejected.

**5.0 Procedure for Submission of Tenders:**

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

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

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

**b) Digital Signature**

- ❖ To know the procedure for obtaining Digital Signature Certificate (DSC), suppliers who are not having the DSC are advised to visit our website [www.bhel.com](http://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-I A (Techno Commercial Bid)' & 'PART-I B (EMD/COST of TENDER)'
- PART-II (Price Bid)

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

<b>SN</b>	<b>Description</b>	<b>Remarks</b>
<b>Part-I A</b>		
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. <b>Note:</b> <ul style="list-style-type: none"> <li>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.</li> <li>b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding. <ul style="list-style-type: none"> <li>i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL</li> <li>ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender</li> </ul> </li> </ul>	
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 Specification and Drawings	
xiii.	Volume – II (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item)	
xiv.	Any other details preferred by bidder with proper indexing.	

	<b>PART-I B</b>	
i.	<p>1. Earnest Money Deposit (EMD) in the form as indicated in this Tender  <b>OR</b>  <del>Documentary evidence for 'One Time EMD' with the Power Sector Region of BHEL floating the Tender</del></p> <p><b>2. Cost of Tender ( Demand Draft or copy of Cash Receipt as the case may be)</b></p>	

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	Note: Refer Clause No-3-and 4 of NIT for further details	
	<b>PART-II</b>	
ii	Volume II – PRICE BID ( Duly Filled in Schedule of Rates – rate/price to be entered in words as well as figures)	

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

6.0 Void

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

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

**9.0 Assessment of Capacity of Bidders:**

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

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

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

Total number of Packages in hand = Load (P)

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

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

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

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

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

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a)  $P_1, P_2, P_3, P_4, P_5, \dots, P_N$  etc. be the packages (under execution/ executed during the 'Period of Assessment' in all Regions of BHEL) **SIMILAR** to the packages covered under the tendered scope, excepting packages not commenced. Total number of similar packages for all Regions =  $P_T$  (i.e.  $P_T = P_1 + P_2 + P_3 + P_4 + \dots + P_N$ )

b) Number of Months 'T<sub>1</sub>' for which 'Monthly Performance Evaluation' as per relevant formats, should have been done in the 'Period of Assessment' for the corresponding similar package P<sub>1</sub>. Similarly T<sub>2</sub> for package P<sub>2</sub>, T<sub>3</sub> for package P<sub>3</sub>, etc. for the tendered scope. Now calculate cumulative total months 'T<sub>T</sub>' for total similar Packages 'P<sub>T</sub>' for all Regions (i.e.  $T_T = T_1 + T_2 + T_3 + T_4 + \dots + T_N$ )

c) Sum 'S<sub>1</sub>' of 'Monthly Performance Evaluation' Scores (S<sub>1-1</sub>, S<sub>1-2</sub>, S<sub>1-3</sub>, S<sub>1-4</sub>, S<sub>1-5</sub>.... S<sub>1-T1</sub>) for similar package P<sub>1</sub>, for the 'period of assessment' 'T<sub>1</sub>' (i.e.  $S_1 = S_{1-1} + S_{1-2} + S_{1-3} + S_{1-4} + S_{1-5} + \dots + S_{1-T1}$ ). Similarly, S<sub>2</sub> for package P<sub>2</sub> for period T<sub>2</sub>, S<sub>3</sub> for package P<sub>3</sub> for period T<sub>3</sub> etc. for the tendered scope for all Regions. Now calculate cumulative sum 'S<sub>T</sub>' of 'Monthly Performance Evaluation' Scores for total similar Packages 'P<sub>T</sub>' for all Regions (i.e.  $S_T = S_1 + S_2 + S_3 + S_4 + S_5 + \dots + S_N$ )

d) **Overall Performance Rating 'R<sub>BHEL</sub>' for the Similar Package/Packages** (under execution/ executed during the 'Period of Assessment') in all the Power Sector Regions of BHEL

$$\begin{aligned}
 & \text{Aggregate of Performance scores for all similar packages in all the Regions} \\
 & = \text{-----} \\
 & \text{Aggregate of months for each of the similar packages for which performance} \\
 & \text{should have been evaluated in all the Regions} \\
 & = \text{-----} \\
 & S_T \\
 & = \text{-----} \\
 & T_T
 \end{aligned}$$

e) **Bidders to note that the risk of non-evaluation or non-availability of the 'Monthly Performance Evaluation' reports as per relevant formats is to be borne by the Bidder.**

f) **Table showing methodology for calculating 'a', 'b' and 'c' above**

Sl. No.	Item Description	Details for all Regions								Total
		(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)	(x)	
1	Similar Packages for all Regions → (under execution/ executed during period of assessment)	P <sub>1</sub>	P <sub>2</sub>	P <sub>3</sub>	P <sub>4</sub>	P <sub>5</sub>	...	P <sub>N</sub>	Total No. of similar packages for all Regions = P <sub>T</sub> i.e. Sum ( $\Sigma$ ) of columns (iii) to (ix)	

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

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

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

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

In case, R<sub>BHEL</sub> cannot be calculated as above, then Bidder shall be treated as 'NEW VENDOR'. Further eligibility and qualification of this bidder shall be as per definition of 'NEW VENDOR' described in 'Explanatory Notes'.

iii). Factor "L" assigned based on Overall Performance Rating (R<sub>BHEL</sub>) at Power Sector Regions:

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

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**III. 'Assessment of Capacity of Bidder':**

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

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

Note:

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

The Bidder shall be considered 'Qualified' as per 'Assessment of Capacity of Bidder' for the subject Tender if  $P \leq P_{Max}$

(Where P is calculated as per clause 'T' above)

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

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

**IV. Explanatory note:**

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

ii). Identified Packages (Unit wise)

**Table-1**

Civil	Electrical and C&I	Mechanical
<ul style="list-style-type: none"><li>i). Enabling works</li><li>ii). Pile and Pile Caps</li><li>iii). Civil Works including foundations</li><li>iv). Structural Steel Fabrication &amp; Erection</li><li>v). Chimney</li><li>vi). Cooling Tower</li><li>vii). Others (Civil)</li></ul>	<ul style="list-style-type: none"><li>i). Electrical</li><li>ii). C&amp;I</li><li>iii). Others (Elect. and C&amp;I)</li></ul>	<ul style="list-style-type: none"><li>i). Boiler &amp; Aux (All types including CW Piping if applicable)</li><li>ii). Power Cycle Piping/Critical Piping</li><li>iii). ESP</li><li>iv). LP Piping</li><li>v). Steam Turbine Generator set &amp; Aux</li><li>vi). Gas Turbine Generator set &amp; Aux</li><li>vii). Hydro Turbine Generator set &amp; Aux</li></ul>

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		viii). Turbo Blower (including Steam Turbine) ix). Material Management x). Others (Mechanical)
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iii). Bidders who have not been evaluated for at least six package months in the last 24 months preceding and including the Cut-off month in the online BHEL system for contractor performance evaluation in BHEL PS Regions, shall be considered "NEW VENDOR".

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

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

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

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

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

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

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

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

- v). 'Under execution' shall mean works in progress as per the following:

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

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

- vi). Contractor shall provide the latest contact details i.e. mail-ID and Correspondence Address to SCT Department, so that same can be entered in the Contractor Performance Evaluation System, and in case of any change/discrepancy same shall be informed immediately. Login Details for viewing scores in Contractor Performance Evaluation System shall be provided to the Contractor by SCT Department.
- vii). Performance Evaluation for Activity Month shall be completed in Evaluation Month (i.e. month next to Activity Month) or in rare cases in Post Evaluation Month (i.e. month next to Evaluation Month) after approval from Competent Authority. In case scores are not acceptable, Contractor can submit Review Request to GM Site/ GM Project latest by 25<sup>th</sup> of Evaluation Month or 3 days after approval of score, whichever is later. However, acceptance/rejection of 'Review Request' solely depends on the discretion of GM Site/GM Project. After acceptance of Review Request, evaluation score shall be reviewed at site and the score after completion of review process shall be acceptable and binding on the contractor.
- viii). Project on Hold due to reasons not attributable to bidder -
  - a. **Short hold:** Evaluation shall not be applicable for this period, however Loading will be considered.
  - b. **Long hold:** Short hold for continuous six months and beyond or hold on account of Force Majeure shall be considered as Long Hold. Evaluation as well as Loading shall not be considered for this period.
- ix). Performance evaluation in CL 9 above is applicable to Prime bidder and Consortium partner (or Technical tie up partner) for their respective scope of work.

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

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

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

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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 be deemed to be in compliance with tender including PBD.

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

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

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

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

19.0 BHEL reserves the right to decide the successful bidder on the basis of Reverse Auction process. In such case all qualified bidders will be intimated regarding procedure/ modality for Reverse Auction process prior to Reverse Auction and price will be decided as per the rules for Reverse Auction. .  
However, if reverse auction process is unsuccessful as defined in the RA rules/procedures, or for whatsoever reason, then the sealed 'PRICE BIDS' will be opened for deciding the successful bidder. BHEL's decision in this regard will be final and binding on bidder.

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

21.0 In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents. For the tenders requiring services of Original supplier of equipment/services, offer is preferred from the OEM/Principal. However, if the OEM/Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/supplier in the same tender. Moreover, either the agent could bid on behalf of manufacturer / supplier or manufacturer / supplier could bid directly but not both. In case bids are received from both manufacturer / supplier and the agent, bid from agent shall be ignored.

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

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

- 23.1** Prime Bidder and Consortium Partner or partners are required to enter into a consortium agreement with a validity period of six months initially. In case the consortium is awarded the contract, then the Consortium Agreement between the Prime Bidder and Consortium Partner or partners shall be extended till contractual completion period including extension periods if any applicable.
- 23.2** 'Standalone' bidder cannot become a '**Prime Bidder**' or a '**Consortium bidder**' or '**Technical Tie up bidder**' in a consortium (or Technical Tie up) bidding. Prime bidder shall neither be a consortium partner to other prime bidder nor take any other consortium partners. However, consortium partner may enter into consortium agreement with other prime bidders. In case of non-compliance, consortium bids of such Prime bidders will be rejected.
- 23.3** Number of partners for a consortium Bidding (or Technical Tie up) shall be as specified in the PQR.
- 23.4** Prime Bidder shall be as specified in the Pre Qualification Requirement, else the bidder who has the major share of work.
- 23.5** In order to be qualified for the tender, Prime Bidder and Consortium partner or partners shall satisfy (i) the Technical 'Pre Qualifying Requirements' specified for the respective package, (ii) "Assessment of Capacity of Bidder" as specified in clause 9.0.
- 23.6** Prime Bidder shall comply with additional 'Technical' criteria of PQR as defined in 'Explanatory Notes for the PQR'.
- 23.7** Prime Bidder shall comply with all other Pre Qualifying criteria for the Tender unless otherwise specified.
- 23.8** In case customer approval is required, then Prime Bidder and Consortium Partner or partners shall have to be individually approved by Customer for being considered for the tender.
- 23.9** Prime Bidder shall be responsible for the overall execution of the contract.
- 23.10** In case of award of job, Performance shall be evaluated for Prime Bidder and Consortium Partner or partners for their respective scope of work(s) as per prescribed formats.
- 23.11** In case the Consortium partner or partners back out, their SDs shall be encashed by BHEL. In such a case, other consortium partner or partners meeting the PQR have to be engaged by the Prime Bidder, and if not, the respective work will be withdrawn and executed on risk and cost basis of the Prime Bidder. The new consortium partner or partners shall submit fresh SDs as applicable.
- 23.12** In case the prime Bidder withdraws, the whole contract shall be considered cancelled and short closed.
- 23.13** After execution of work, the work experience shall be assigned to the Prime Bidder and the consortium partner or partners for their respective scope of work. After successful execution of two similar works with the same consortium partner or partners under direct orders of BHEL, the Prime Bidder shall be eligible for becoming a 'standalone' bidder for similar works, subject to certification from BHEL about the active involvement of the Prime Bidder for satisfactory execution of the works.

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

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

24.0 The bidder shall submit/upload documents in support of possession of 'Qualifying Requirements' duly self-certified and stamped by the authorized signatory (**through Digital Signature**), as per the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.

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

26.0 Order of Precedence

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

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

It may please be noted that guidelines/rules in respect of suspension of business dealings', 'Vendor evaluation format', 'Quality, Safety & HSE guidelines', etc may undergo change from time to time and the latest one shall be followed.

For BHARAT HEAVY ELECTRICALS LTD

(Addl. General Manager - Purchase)

**Enclosure**

01. Annexure-1: Pre Qualifying criteria.
02. Annexure-2: Check List.
03. Annexure-3: Integrity Pact
04. Annexure-4: Important Information.
05. ~~Annexure-5: MSE Annex.~~
06. Annexure-6: Declaration for Reverse Auction.
07. Annexure-7: Declaration for not being under Bankruptcy Code Proceedings.

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**ANNEXURE - 1**

**PRE QUALIFYING CRITERIA**

<b>E-Tender Spec No: BHE/PW/PUR/NTPRT-BAL-CVL-CHIMNEY-U-02/2232</b>			
<b>JOB</b>	COMPLETION OF BALANCE WORK OF CONSTRUCTION OF SINGLE FLUE RCC CHIMNEY OF HEIGHT 275M WITH ERECTION OF STRUCTURAL SUPPORTING PLATFORMS FOR LINERS AND PROVISION OF OTHER ACCESSORIES INCLUDING EXTERNAL PLATFORMS, STRUCTURAL STEEL STAIRCASE, MAN HOLES, RAIN WATER PIPES, RCC ROOF & ITS WATERPROOFING AND OTHER ASSOCIATED WORKS AS PER TCC AND TECHNICAL SPECIFICATIONS FOR UNIT#02 AT 3X800 MW PVUNL PATRATU SUPER THERMAL POWER STATION, JHARKHAND.		
<b>S No</b>	<b>PRE QUALIFICATION CRITERIA</b>	<b>Bidders claim in respect of fulfilling the PQR Criteria</b>	<b>Applicability</b>
<b>A</b>	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)		<b>APPLICABLE</b>
<b>B</b>	<p><b>TECHNICAL PQR:</b> Bidder shall essentially meet all the Qualifying Requirements (<b>i.e. B.1, and B.2</b>) as under, in the last seven years as on latest date of bid submission:</p> <p><b>B.1:</b> Bidder should have Executed "<u>Piling or Civil or Structure or Civil and Structural works' or RCC Chimney or RCC Cooling Tower or RCC Silo or Mill Bunker or any combination of these works</u>" for any one of the following in the last seven years from latest date of bid submission:</p> <p><b>B.1.1)</b> Executed One work of value not less than <b>Rs. 1520.00 Lakhs</b> against single work order. <b>OR</b> <b>B.1.2)</b> Executed Two works each of value not less than <b>Rs. 950.00 Lakhs</b> against maximum two work orders. <b>OR</b> <b>B.1.3)</b> Executed Three works each of value not less than <b>Rs. 760.00 Lakhs</b> against maximum three work orders. <b>AND</b> <b>B.2:</b> Bidder should have built atleast one "<u>Reinforced Cement Concrete Chimney</u>" of minimum 200Mtr height against a single contract in the last seven years from latest date of bid submission.</p>		<b>APPLICABLE</b>

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<b>S No</b>	<b>PRE QUALIFICATION CRITERIA</b>	<b>Bidders claim in respect of fulfilling the PQR Criteria</b>	
		<b>Applicability</b>	
<b>C-1</b>	<b><u>Financial TURNOVER</u></b> Bidders must have achieved an average annual financial turnover (audited) of <b>Rs. 570.00 Lakhs</b> or more over last three Financial Years (FY) i.e. 2016-17, 2017-18 & 2018-19.	<b>APPLICABLE</b>	
<b>C-2</b>	<b><u>NETWORTH</u></b> (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.	<b>APPLICABLE</b>	
<b>C-3</b>	<b><u>PROFIT</u></b> 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.	<b>APPLICABLE</b>	
<b>C-4</b>	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. (refer annexure-7 of NIT for format).	<b>APPLICABLE</b>	
<b>D</b>	<b>Assessment of Capacity of Bidder to execute the work as per sl no 9 of NIT (if applicable)</b>  The "Assessment of Capacity of Bidders" for this Tender shall be carried out by considering the identified similar package.	<b>APPLICABLE</b>	<b>BY BHEL</b>
<b>E</b>	<b>Approval of Customer (if applicable)</b>  <b>Note:</b> 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.	<b>APPLICABLE</b>	<b>BY BHEL</b>
<b>F</b>	Price Bid Opening <b>Note:</b> Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria A to E.		<b>BY BHEL</b>
<b>G</b>	Consortium tie-ups	<b>NOT APPLICABLE</b>	

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

**Explanatory Notes for PQR B.1 (Technical)**

1. For the criteria (B.1), actual executed value shall be considered.
2. 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

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<b>S No</b>	<b>PRE QUALIFICATION CRITERIA</b>	<b>Bidders claim in respect of fulfilling the PQR Criteria</b>
		<b>Applicability</b>
	P = Updated value of work	
	R = Value of executed work	
	X <sub>N</sub> = 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).	
	X <sub>0</sub> = All India Avg. Consumer Price index for industrial workers for last month of work execution.	
	Y <sub>N</sub> = Monthly Whole Sale Price Index for All Commodities for the month, three months prior to the month of latest due date of bid submission (e.g. If latest bid submission date is 02-Mar-17, then bid submission month shall be reckoned as March'17 and index for Dec'16 shall be considered).	
	Y <sub>0</sub> = Monthly Whole Sale Price Index for All Commodities for last month of work execution.	

**Explanatory Notes for PQR B.2 (Technical):**

3. For the purpose of "B.2 Technical Criteria", the term 'BUILT Reinforced Cement Concrete Chimney' means Chimney should be completed.

**Explanatory Notes for PQR -C (Financial):**

4. Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated against C-1 above.
5. 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.
6. 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.
7. 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)
8. 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.

**Common Explanatory Notes:**

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.

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<b>S No</b>	<b>PRE QUALIFICATION CRITERIA</b>	<b>Bidders claim in respect of fulfilling the PQR Criteria</b>
		<b>Applicability</b>
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.	<p><b>Following shall be complied with in case of consortium:</b></p> <p>a. The Prime Bidder and Consortium Partner(s) are required to enter in to a consortium agreement with a validity period of <b>six months</b> initially. Thereafter, the Prime Bidder and Consortium Partner(s) shall certify to BHEL regarding existence and validity of their consortium agreement on <b>six monthly</b> basis.</p> <p>b. Prime Bidder and Consortium partners shall be approved by Customer for being considered for the tender (applicable if customer approval is required).</p> <p>c. Number of partners including prime Bidder shall be NOT more than <b>2 (Two)</b>.</p> <p>d. Prime Bidder alone shall necessarily comply with "<b>B1 Technical Criteria</b>" except for mechanical package where B1 criteria is not applicable.</p> <p>e. Prime Bidder and Consortium Partner shall together comply with the '<b>Pre-Qualification Requirements</b>' specified for the respective category of technical requirement as per "technical criteria".</p> <p>f. Prime Bidder shall comply with all other Pre Qualifying criteria for the Tender unless otherwise specified.</p> <p>g. All other conditions shall be read in conjunction with clause no 23.0 of NIT.</p> <p>h. Prime Bidder shall be the Bidder who has a major share of work.</p> <p>i. Prime Bidder shall be responsible for the overall execution of the Contract.</p> <p>j. Performance shall be evaluated for Prime Bidder and the Consortium partner for their respective scope of work.</p> <p>k. In case the Consortium partner backs out, another consortium partner meeting the QRs, has to be engaged by Prime Bidder and if not, the respective work will be withdrawn and executed on risk and cost basis of the prime bidder.</p> <p>l. In case Prime Bidder withdraws, the whole contract shall be considered cancelled and short closed.</p> <p>m. After successful execution of one work with a consortium partner under direct orders of BHEL, the Prime Bidder shall be eligible for becoming a '<b>standalone</b>' 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. **No consortium bid is allowed for this Tender. However, for the purpose of qualification, after successful execution of one work with a consortium partner under direct order of BHEL, the Prime Bidder shall be eligible for becoming a 'standalone' bidder for works similar to that for which consortium partner was engaged, for subsequent tenders.**

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<b>Bidder's Response against BHEL TECHNICAL PQR (WHICHEVER IS APPLICABLE)</b>				
<b>PQR No</b>	<b>Pre-Qualifying Requirement</b>	<b>Ref of Detailed Work Order, Name of the Work based on which bidder is claiming PQR</b>	<b>Ref of Completion Certificate and <b>TDS Certificates</b> based on which bidder is claiming PQR</b>	<b>Remarks, if Any</b>
<b>B</b>	Bidder shall essentially meet all the Qualifying Requirements ( <b>i.e. B.1 and B.2</b> ) as under, in the last seven years as on latest date of bid submission:			
<b>B.1</b>	<p>Bidder should have Executed "<b>Piling or Civil or Structure or 'Civil and Structural works' or RCC Chimney or RCC Cooling Tower or RCC Silo or Mill Bunker or any combination of these works</b>" for any one of the following in the last seven years from latest date of bid submission:</p> <p><b>B.1.1)</b> Executed One work of value not less than <b>Rs. 1520.00 Lakhs</b> against single work order.</p> <p style="text-align: center;"><b>OR</b></p> <p><b>B.1.2)</b> Executed Two works each of value not less than <b>Rs. 950.00 Lakhs</b> against maximum two work orders.</p> <p style="text-align: center;"><b>OR</b></p> <p><b>B.1.3)</b> Executed Three works each of value not less than <b>Rs. 760.00 Lakhs</b> against maximum three work orders.</p>			
<b>B.2</b>	Bidder should have built atleast one " <b>Reinforced Cement Concrete Chimney</b> " of minimum 200Mtr height against a single contract in the last seven years from latest date of bid submission.			

**NOTE:**

1. BIDDERS MUST CLEARLY INDICATE IN THE TABLE ABOVE, HOW THEY ARE SATISFYING TECHNICAL PQR ALONG WITH THE REFERENCE OF THE SUPPORTING DOCUMENTS.
2. 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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## **ANNEXURE - 2**

## CHECK LIST

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

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

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14	Declaration confirming knowledge about Site Conditions	Applicable/ <del>Not Applicable</del>	YES/NO
15	Declaration for relation in BHEL	Applicable/ <del>Not Applicable</del>	YES/NO
16	Non-Disclosure Certificate	Applicable/ <del>Not Applicable</del>	YES/NO
17	Bank Account Details for E-Payment	Applicable/ <del>Not Applicable</del>	YES/NO
18	Capacity Evaluation of Bidder for current Tender	Applicable/ <del>Not Applicable</del>	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  <u>Power of Attorney of Consortium Partner:</u>	Applicable/ <del>Not Applicable</del>	YES/NO
21	Analysis of Unit rates	Applicable/ <del>Not Applicable</del>	YES/NO

**NOTE: STRIKE OFF 'YES' OR 'NO', AS APPLICABLE. TENDER NOT ACCCOMPANIED 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**

**Between**

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

**And**

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

**Preamble**

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

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

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

**Section 1 - Commitments of the Principal**

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

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

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

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

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

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

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

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

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

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

**Section 4 – Compensation for Damages**

**4.1** If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

**4.2** If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher.

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**Section 5 – Previous Transgression**

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

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

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

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

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

**Section – 8 Independent External Monitor(s)**

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

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

### **Section 9 – Pact Duration**

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

### **Section 10 – Other Provisions**

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

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

-----  
For & On Behalf of the Principal

-----  
For & On Behalf of the Bidder/ Contractor

(Office Seal)

(Office Seal).

**Place** -----

**Date** -----

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

(Name & Address) \_\_\_\_\_

(Name & Address) \_\_\_\_\_

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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](mailto:prchiwarkar@bhel.in), Ph: +91 - 712 - 3048 - 633  
Dy Manager Purchase, Email: [nktiwari@bhel.in](mailto:nktiwari@bhel.in), Ph: +91 - 712 - 3048 - 651  
Sr Engineer Purchase, Email: [svm@bhel.in](mailto:svm@bhel.in), Ph: +91 - 712 - 3048 - 715  
Asst. Engineer Purchase, Email: [bajnath@bhel.in](mailto:bajnath@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](http://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](http://www.bhel.com) on "supplier registration page" at the following link: [http://www.bhel.com/vender\\_registration/pdf/Suspension\\_guidelines\\_adbridged.pdf](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](http://www.bhel.com).**

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

3.1. Commitment by BHEL:

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

3.2. Commitment by Bidder/ Supplier/ Contractor:

3.2.1. The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

3.2.2. The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

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

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India

Website: [www.bhel.com](http://www.bhel.com)

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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](http://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:**

- Notice Inviting Tender: Sl No 4 and corresponding Changes in GCC Clause No 1.9 regarding EMD
- General conditions of Contract: Clause 1.10, 2.13, 1.15.11, Clause No. 2.7.2, Clause No. 2.7.3, Clause No. 2.7.10 (New), Clause No 2.28.5 (New), Clause No 2.21.

**9. Following Notes are added to Form F- 15 of Volume I D 'Forms & procedures'**

- i. It is only indicative and shall be as per the online format issued by BHEL time to time.
- ii. No request will be entertained after specified date of the current month w.r.t the changes requested in the scores of immediate previous month.

**10. OVER RUN COMPENSATION**

Over Run Compensation Clause no. 2.12 of Vol I C GCC shall not be Applicable for this contract.

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**11. 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.

**12. Delay in 1st submission of SDBG/ PBG:** 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).

**13. 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.

**14. 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.

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- 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.

**15. Void**

**16. Acceptance of Bank Guarantee (BG)**

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

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

"Bank Guarantee issued by:

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

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

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

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

**17. Broad Terms & Conditions of Reverse Auction**

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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](http://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](http://www.bhel.com)).

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

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

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

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

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

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~~MSE bidders can avail the above benefit only if they submit along with the offer, copies of either Udyog Aadhaar Memorandum or EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with copy of a CA certificate (format enclosed at Annexure- 5 where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (part 1 in case of two part bid). Non submission of said documents will lead to consideration of their bid at par with other bidders in terms of EMD. No benefit shall be applicable for this enquiry, if any deficiency in the above required documents is not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal.~~

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

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

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

**20. Integrity Pact:**

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

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

<b>Sl</b>	<b>IEM</b>	<b>Address</b>	<b>Email</b>
1	Shri Arun Chandra Verma, IPS (Retd.)	Flat No. C-1204, C Tower, Amrapali, Platinum Complex, Sector 119, Noida (U.P.)	acverma1@gmail.com
2	Shri Virendra Bahadur Singh, IPS (Retd.)	H. No. B-5/64, Vineet Khand, Gomti Nagar, Lucknow - 226010	vbsinghips@gmail.com

(b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in bidding. In other words, entering into this pact would be a preliminary qualification.

(c) Please refer section-8 of the IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the IEM(s). All correspondence with the IEMs shall be done through email only.

**Note:**

No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification /issues

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.....  
shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below:

**Details of contact person (s):**

<b>Name:</b> (1) P R Chiwarkar/ AGM (Purchase)	(2) Neeraj Tiwari/ Dy Manager (Purchase)
<b>Dept.:</b> Purchase Department	
<b>Address:</b> Shreemohini Complex, 345 Kingsway, Nagpur-440001	
<b>Phone:</b> (LL/ Mobile) (1) 0712-3048633	(2) 0712-3048713
<b>Email:</b> <a href="mailto:prchiwarkar@bhel.in">prchiwarkar@bhel.in</a>	(2) <a href="mailto:nktiwari@bhel.in">nktiwari@bhel.in</a>
<b>Fax:</b> 0712-3048699	

**21. Clause for Existing Contractors:**

- a)** Existing Contractor to whom the subject work for Unit#02 has been awarded earlier by BHEL at 3x800MW PVUNL Patratu Site, shall not be eligible to quote against this tender.
- b)** Existing Contractor to whom the packages for construction of RCC Chimney '**Unit#01**' and RCC Chimney '**Unit#03**' have been awarded by BHEL at 3x800MW PVUNL Patratu Site, shall not be considered against this tender.

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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 (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006):

Rs \_\_\_\_\_ 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

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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/NTPRT-BAL-CVL-CHIMNEY-U-02/2232**

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](http://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:

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**Notice Inviting Tender**

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**ANNEXURE-7**

**UNDERTAKING**

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

**To,**

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

Dear Sir,

**Sub: Declaration for not being under Bankruptcy Code Proceedings (IBC) by NCLT or under Liquidation / BIFR**

**Ref: NIT/Tender Specification No: BHE/PW/PUR/NTPRT-BAL-CVL-CHIMNEY-U-02/2232**

We, \_\_\_\_\_ declare that we are not under Bankruptcy Code Proceedings (IBC) by NCLT or under Liquidation / BIFR, which will render us ineligible for participation in this tender.

Yours Faithfully,

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

Date:

2232

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

BHARAT HEAVY ELECTRICALS LIMITED



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# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter - I: PROJECT INFORMATION

### 1.0 Project Information:

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

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

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – II: Scope of Works and Technical Specifications

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### 2.0 **SCOPE OF WORK**

2.0.1 The work to be done under this specification comprises of construction of 275M high Reinforced Concrete single flue steel lined Chimney complete with reinforced concrete, RCC shell, erection of liner supporting platforms (supplied by BHEL), insulation and provision of other accessories including ash hoppers, erection of external platforms, Structural steel staircase, man holes, rain water pipes, RCC roof, roof waterproofing, acid condensate collection system, G.I. discrete strakes, complete interior and Air Aviation Obstruction lighting system, lightning protection and grounding system, rolling shutters, M.S. doors for access to the shell, external platforms and inspection of the liners, M.S. ladders, communication system components, luminaries, embedment's for installation of equipments and fixtures and painting both internal and external of the chimney shell, bottom of roof slab as well as of all doors, stairs, ladders and other structural steel items in accordance with this specification and approved drawings.

2.0.2 The supply, erection, testing and commissioning of chimney Elevator are in the scope of this work. The tenderer shall make provision to accommodate chimney elevator within the annular space of R.C.C. Shell and all Civil and structural steel works required for erection, testing and commissioning of the elevator shall be in the scope of this work. The tenderer shall provide all necessary openings of required sizes in R.C.C. shell (along with bird screen/louvres wherever applicable) and platforms and shall also consider all loads exerted by these systems on R.C.C. shell or on its components in his design without any extra cost to the purchaser.

2.0.3 The scope under this specification covers the construction of Single flue Reinforced Concrete Chimney on turnkey basis including providing all labour, supervision, materials, scaffolding, power, fuel, construction equipments, tools and plants, supplies, transportation, storage, insurance and all incidental items not herein specifically mentioned but reasonably implied or which may be found necessary for successful completion of the work including contractor's, and where necessary manufacturer's expert supervision in strict compliance with the requirements of this specification and approved construction drawings. The tendered amount shall be for the chimney to be completed in all respect as per this specification for the purpose required.

2.0.4 The successful tenderer shall have to prepare bar bending schedule & schedule of embedments and get the same approved by the Engineer. The detailed fabrication drawings for doors, rolling shutters, ladders, M.S. staircases, hand rails and other fixtures shall also be prepared by the successful tenderer at his own cost and got approved from the Engineer before undertaking the actual fabrication or erection of construction.

2.0.5 The contractor shall prepare, at his own cost, the detailed working drawings showing all details of the formwork staging (adequacy to be supported by design calculations) and other arrangements for the concreting work and submit six copies of the same for the approval of the Engineer-in-Charge /consultants and only on the receipt of the approval of the consultants the work shall be taken up. However, the Owner's approval of the design/drawings shall not absolve the Bidder of his responsibility for correctness of design, accuracy of dimensions, loadings, details, etc., or safety and stability of the structure including foundations, accessories, appurtenances, etc. Any modifications/change in subsequent revisions of design/drawings shall be clearly marked and identified with a revision for the Owner's review/approval. All

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – II: Scope of Works and Technical Specifications

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modifications suggested by the Owner to meet specification requirements and sound engineering practice, shall be incorporated by the Bidder at no extra cost to the Owner.

Mix Design( M 15, M 20, M 25 ,M 30, M 35/M 40 ) or as required for all concreting shall be carried out either at site or from a reputed institute approved by NTPC, contractor has to ensure adding of admixture and minimizing of cement content in line with IS 456 as advised by BHEL time to time without any additional cost.

- 2.0.6 The contractor shall prepare, at his own cost, the detailed working drawings showing all Electrical details and Elevator details and shall submit six copies of the same for the approval of the Engineer-in-Charge /consultants and only on the receipt of the approval of the consultants the work shall be taken up.
- 2.0.7 **VOID**
- 2.0.8 Bidder shall comply with all the applicable statutory rules pertaining to Factory act, Fire safety rules, Water act for Pollution control, Explosives act etc. Provisions of Safety, health and welfare according to Factories act shall also be complied with. Statutory clearances and norms of Pollution Control Board shall be followed.
- 2.0.9 Construction work shall conform in every respect to all local and state regulations governing such works and to stipulations of international Standards unless stipulated otherwise in detail specification.
- 2.0.10 Bidder to note **that land for disposal of unserviceable earth/ materials** is in (bidder scope) and shall be disposed off as per state Government environmental norms.

### 2.0.11 **Tender Drawings**

- i. The following drawing which forms part of Tender Documents are indicative and give overall approximate dimensions, and some other typical details of the work required to be done under this contract. The accessories shown in the drawings are also indicative:

Sl. No.	Drg. No.	Title
01	PE-DG-434-620-C001	GENERAL ARRANGEMENT OF CHIMNEY

- ii. The drawings and specifications furnished are to be considered as explanatory of each other. Should anything appear in one drawing that is not described in the other, no advantage shall be taken of such omission. Should any discrepancies, however, appear, or should any misunderstanding of drawings or as to the dimensions or quality of the materials or the due and improper execution of the works or as to the measurements or quality or valuation of the works executed under this contract or as extra thereupon, the same shall be clarified by the Engineer-in-charge or his authorised representative and his explanation shall be binding upon the contractor. Directions as given by the Engineer-in-charge or his authorised representatives being considered necessary for the proper completion of the work as implied by the specifications and drawings, even though such works and things are not specially shown and described in the said drawings and

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – II: Scope of Works and Technical Specifications

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specifications shall be binding on the contractor. Supplementary dimensions or drawings may be given by the Engineer/Engineer-in-charge in addition to those already given and changes may also be effected in them and the contractor shall have to execute the works on the basis of the supplementary drawings or changed drawings and specifications without any additional claim whatsoever.

### 2.0.12 **Setting Up of Laboratory Works:-**

The contractor shall set up his own laboratory in the very close vicinity of the work site as per the directions of engineer-in-charge.

The laboratory shall be equipped with latest testing equipment in sufficient number to carry out all the tests as required under a contract. The contractor should ensure that the equipment is available well in advance of starting of the work to avoid stoppage of work on this account.

All the tests shall be carried out by the contractor in the presence of the Engineer's representative and a joint record of all observations and results thereof shall be maintained, and available with the Engineer.

## 2.1 **WORKS BY OTHERS**

- 2.1.1** Dismantling of all over ground structures of existing plant in all areas identified for site levelling works in drawing no. 9585-001-POC-A-001 (Rev-D) titled "SITE LEVELLING PLAN".
- 2.1.2** Removal/Dismantling of all underground structures of existing plant up to foundation level required for the facilities of New proposed plant.
- 2.1.3** Dismantling of all underground structures of existing plant up to 1m depth below FGL in other areas identified in site levelling works drawing no. 9585-001-POC-A-001 (Rev-D) titled "SITE LEVELLING PLAN".
- 2.1.4** Installation/ erection of factory fabricated structural steel.
- 2.1.5** Chimney raft foundation completed.
- 2.1.6** Joint measurement of the existing work shall be carried out before start of work to identify the already completed work by the other agency and shall not be part of the present scope of work.

## 2.2 **SITE VISIT**

Contractor may visit Patratu Project site, to acquaint himself with the conditions prevailing at site and in and around the plant premises, together with all the statutory, obligatory, mandatory requirements of various authorities before submission of the bid.

### **NOTE:**

**Contractor should make him well conversant with the Customer specification. In case of ambiguity between BHEL and customer specification, customer specification shall prevail.**

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – II: Scope of Works and Technical Specifications

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### **2.3 PREAMBLE FOR THE SCHEDULE OF QUANTITIES/BOQ.**

- 2.3.1 Details of the items in this Schedule shall be read in conjunction with the M/s PVUNL/Consultants specifications, drawings, technical specifications and other documents and shall have precedence over any contrary statement mentioned anywhere in this document.
- 2.3.2 The work shall be carried out as per construction drawings, specifications, the description of the items in this schedule and/or Engineer's instructions, Drawings enclosed with these documents are only indicative giving some idea of the type of work involved. The layout, sizes and details of the building, structures and foundations shown in tender drawings may vary at a large extent during actual construction. Final drawings will be issued progressively during the execution of the work.
- 2.3.3 Items of work provided in this schedule but not covered in the specifications shall be executed strictly as per instructions of the Engineer.
- 2.3.4 Unless specifically mentioned otherwise in the contract, the bidder shall quote his rates for the finished items and shall provide for the complete cost towards fuel, tools, tackle, equipment, constructional plant, temporary works, labour materials, levies, taxes, transport, layout, repairs, rectification, maintenance till handing over, supervision, shops, establishments, services, temporary roads, revenue expenses, contingencies, overhead, profits and all incidental items not specifically mentioned but reasonably implied and necessary to complete the works according to the contract.
- 2.3.5 The rate quoted shall be inclusive of cleaning the site of any vegetation, dressing and levelling etc., required for commencement of site activities. The rates shall also be inclusive of final micro grading before handing over. No separate payment will be made towards the same these works.
- 2.3.6 The quantities of the various items mentioned in the schedule are approximate and may vary up to any extent or be deleted altogether. The overall variation in contract value on execution shall be dealt as per GCC. Contractor has to obtain prior approval of BHEL/NTPC before procurement of bought out items/ building materials.
- 2.3.7 Engineer's decision shall be final and binding on the contractors regarding clarification of items in this schedule with respect to the other section of the contract.
- 2.3.8 In case of any discrepancy between item description, relevant drawing and/or specification clarification shall be sought at tender stage itself. Otherwise it shall be assumed that the bidder has quoted for the more stringent requirement.
- 2.3.9 Any reference in the customer specifications regarding mode of measurements/methodology of measurements shall not be applicable.
- 2.3.10 The scope shall also include setting up a quality laboratory of suitable size in the field, by the bidder to develop **Radiography Test Films** (commonly denoted as **Dark Room**), **Pit Room for source storage, RT Film storage cum film interpretation room** (AC Room of appropriate size), **conducting Welder qualification tests and UT test**. The bidder may tie up with approved/registered inspection agencies for setting up test lab on site as described above.

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### 2.4 **HIERARCHY OF DOCUMENTS:**

In case of any conflict/deviations of '**technical specifications**' with regard to any work; amongst various documents, the order of precedence shall be as follows:

- (1) Statutory Regulations
- (2) PVUNL Technical Specifications / Section-C: Specific Technical Requirements
- (3) Items in Schedule of Quantities
- (4) IS standards
- (5) Section-D: General Technical Specifications

**The above hierarchy shall be followed strictly for technical requirements only to carry out works under the scope of this contract.**

### 2.5 **Construction Power (Chargeable):**

- 2.5.1 BHEL is in the process of setting up of Construction Power. After setting up of construction power set up, supply shall be made available to the Contractor at 415 V feeders of LT substation located at various points in the plant. **The charges only for the actual energy consumed by the bidder shall be recovered by the Employer based on prevalent rate of DISCOM.**
- 2.5.2 Contractor shall be fully responsible to make all the arrangement beyond these LT feeder points for further distribution to meet all construction power requirements for the entire area in scope of this package.
- 2.5.3 Supply, erection, testing and commissioning of 415V switchboards, power and control cables, DC Systems etc. under the Contractor's scope. All necessary statutory requirements for charging construction power Contractor's network shall be in the Contractor's scope.
- 2.5.4 Contractor shall deploy and install required energy meter, cables, fuses, distribution boards, switchboards, bus bars, earthing arrangements, protection devices and any other installation as specified by statutory authority/act.
- 2.5.5 Contractor shall also obtain approvals of appropriate authority and pay necessary fees, levies etc towards the clearance of such installations, prior to use. Sufficient power factor compensation equipment's like capacitor shall be provided by contractor for reactive loads like welding machines etc. In case of any fine/penalty on account of low power factor, same shall be shared by contractor proportionately according to power consumption.
- 2.5.6 Contractor shall make necessary arrangements for onward distribution of construction power taking due care of surrounding construction activities like movement of cranes & vehicles, civil work, fabrication/construction/assembly/erection etc. and safety of

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personnel. It may become necessary to relocate some of the installations to facilitate work by other agencies or by him.

- 2.5.7 It shall be the responsibility of the Contractor to provide, maintain the complete installation on the load side of the supply with due regard to the safety requirements at site. All cabling and installations shall comply in all respects with the appropriate statutory requirements. The installation and maintenance of this shall be done by licensed and experienced electrician.
- 2.5.8 While reasonable efforts will be made to ensure continuous electric power supply, interruptions cannot be ruled out and no claim from the Contractor shall be entertained on this account such as idle labor, extension of time etc. The Contractor shall adjust his working shift accordingly and deploy additional manpower, if necessary, so as to achieve the target.
- 2.5.9 Contractor shall be well equipped with back-up power supply arrangement like DG set and diesel operated welding machine etc. to tackle situations arising due to failure of supplied power, so as to ensure continuity and completion of critical processes that are underway at the time of power failure or important activities planned in immediate future.
- 2.5.10 BHEL is not responsible for any loss or damage to the Contractor's equipment as a result of variations in voltage or frequency or interruptions in power supply.
- 2.5.11 The Contractor has to make his own arrangement for the same as required to carry out the job under the scope of work within the quoted rate. Nothing extra shall be paid on this account of DG set up and running for construction and office maintenance etc.
- 2.5.12 Contractor is advised to maintain the calibrated energy measuring instruments and use their system as efficiently as possible to maintain the HT side input energy meter reading and LT side outgoing energy meter reading to sub-contractors as equal. In case there is any difference between the sum of the LT side meter readings of all sub-contractors and the HT side meter reading of M/s PVUNL, same shall be distributed proportionately among all sub-contractors working during the respective calendar month
- 2.5.13 The bidder will have to Procure & install **General Mobile illumination system during construction as per site requirements**. This system will include temporary pole lighting, portable lighting towers with DG back-up, within the quoted price. The illumination should be such that minimum illumination requirement as specified by Indian standards for general illumination is maintained.

### **GENERAL:-**

If any other voltage level (other than normally available) is required, the same shall be arranged by the contractor from power supply as above. Contractor will have to provide at his own cost necessary calibrated energy meters (tamper proof, suitably housed in a weather proof box with lock & key arrangement) at point of power supply along with calibration certificate from authorized / accredited agency for working out the power consumption. In

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case of recalibration required for any reason the necessary charges including replacement by calibrated meters is to be borne by the contractor. Supply of electricity shall be governed by Indian Electricity Act and Installation Rules and other Rules and Regulation as applicable. The contractor shall ensure usage of electricity in an efficient manner and the same may be audited by BHEL time to time. In case of any major deviation from normally accepted norms is observed, BHEL will reserve the right to impose penalty as deemed fit for such cases.

### **2.6 Construction Water:**

Construction Water shall be arranged by contractor at his own cost during all stages of construction.

### **2.7 Field Quality Assurance:**

The contractor shall be responsible for day-to-day quality checks of concrete and other building materials during the progress of work. All quality records and log sheets shall be maintained as per the requirement of BHEL/BHEL'S customer and as per field quality plan approved by BHEL/NTPC. Contractor shall establish their own field quality lab and have tie-up with approved lab by BHEL/NTPC in/outside of the plant if so required by BHEL/NTPC.

### **2.8 Issue of cement free of cost:**

- 2.8.1 Cement is issued through bags being supplied from manufacturer/stockiest. The theoretical weight of each bag of cement for issued purposes will be considered as 50 kg. The contractor shall be accountable for the cement issued to the contractor on this notional weight only. No claim whatsoever will be entertained because of difference between theoretical and actual weight of the bags of cement. CEMENT Bag unloading is in bidder scope and no additional payment will be made in this regard to bidder.
- 2.8.2 Contractor to note that batching plant being established at site shall have minimum cement storage shed of 400 MT capacities each for meeting the construction activities.
- 2.8.3 BHEL shall explore to supply cement through bulker and contractor shall make suitable arrangements accordingly
- 2.8.4 **VOID**
- 2.8.5 The empty cement bags duly accounted for against issue shall be the contractor's property and the same shall be disposed as per statutory regulation prevailing in the project.
- 2.8.6 Cement will be not issued free of cost for factory made product like Fly Ash Brick, etc. or specified elsewhere.

### **2.9 Issue of steel free of cost:**

#### **2.9.1 General Notes**

- a. All steel like Reinforcement steel, Earthing Rod **structural steel, stainless steel** as specified in relevant BOQ shall be issued free of cost by BHEL for use in the work

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covered in this contract from BHEL stores/storage yard. The contractor shall collect these materials from BHEL stores/storage yard at specified places at his own cost and store the same at his stores as per standard norms. BOQ specification will prevail over TCC in terms of clarification of free issue material by BHEL.

- b. BHEL reserves the right to recover from the contractor any loss arising out of damage/ theft or any other causes or during verification/stacking or at any time under the custody of the contractor.
- c. The contractor shall take care of material issued by BHEL and shall protect the same from damage and weathering.
- d. The contractor shall in no case be entitled for any compensation on account of any delay in supply or non-supply thereof for all or any such materials. However in case of non-availability of any specific section(s) which delays the completion of work, such cases shall be recorded separately in monthly planning format (F-14) and shall be considered for time extension of contract.
- e. Contractor will have to make his own arrangement at his own cost for procurement of any other materials except as mentioned above/ BOQ, as required for the works and of such quality as acceptable to BHEL.
- f. The contractor shall maintain proper store account for all the BHEL issued materials and shall give **Three (03) copies of monthly-computerized reconciliation statement** of such account showing total receipt, consumption and balance at site to the BHEL. BHEL Engineer's certification for the reconciliation of steel shall be final. The detailed reconciliation (dia. Wise or as required) shall be done **at least once in three months (03) or before submission of final bill which comes earlier**.
- g. Contractor shall also carryout in complete association with BHEL, the material management functions and execution like day-to-day update of materials, issued to contractor, accounting for surplus/scrap material returned etc. These functions shall also be carried out through computerized system utilizing suitable software. Contractor shall engage experienced software personnel to associate on dedicated basis for efficient discharge of the same in time.
- h. The contractor shall solely be responsible for the safety & security of material after it is handed over and issued to contractor by the BHEL.
- i. BHEL issued materials, shall not be under any circumstances whatsoever, and shall be taken out of the project site unless otherwise permitted by BHEL for outside job.

### **2.10 Handling of Materials issued by BHEL free of cost:**

- 2.10.1 Materials shall be issued by BHEL based on the weightment basis/linear measurements & sectional weight. However on specific request of the contractor "as a special case to expedite the job" the consignment received at BHEL stores can directly be diverted to the work site following issuance procedure of BHEL. Such direct issues shall be as per the Challan/dispatch document/LR received with the

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consignment. In such cases, contractor shall do unloading of materials from trucks/lorry at their own cost.

2.10.2 All materials issued by BHEL shall be stacked, stored above ground level by use of concrete or wooden sleepers. No materials shall remain on ground at any time. All concrete or wooden sleepers required for stacking the materials shall be arranged by contractor at his own cost within the quoted rates. All other equipment like winches, D-Shackles, slings of various sizes, pulley blocks, jacks, trucks, trailers etc required for such handling of steel from BHEL stores/storage yard etc shall be arranged by contractor within quoted/accepted rates.

2.10.3 Open land for storage purposes shall be provided by BHEL on free of cost/as available basis. Temporary barbed wire fencing of the open storage yard is to be done by the contractor and is included under the scope of his work. Contractor shall also remove grass, bushes, trees etc wherever required off the land provided to him and shall make proper continuous up keeping of the open yard /land by removing grass, bushes trees etc and same is included under the scope of his work & No extra payment shall be made to the contractor in this regard. The bidder shall make complete arrangement of necessary security personnel's to safeguard all such materials in his custody. Materials issued will be used only for construction of permanent works. The contractor shall take care of material issued by BHEL and shall protect the same from theft, damage and weathering. Excessive rusting of steel in custody of agency/contractor must be avoided. In case, due to any cause attributable to the contractor, such rusting of steel occur rendering the same unusable, then such quantity of steel shall be recovered from the interim payment at the penal rate specified in the tender.

### **2.11 ISSUE OF STEEL**

2.11.1 The steel shall be issued to the contractor on the following basis:

- i. Structural Steel/Fabricated steel structures : Weighment basis (Unit-MT)
- ii. Reinforcement Steel and Earthing Rod: Weighment basis (Unit-MT)
- iii. GI Gratings: Weighment Basis (Unit-MT/As Received from manufacturer)
- iv. MS Rails: Weighment Basis (Unit-MT)

2.11.2 All the steel (structural, reinforcement, earthing MS rod) issued by BHEL shall be properly accounted for. The total quantity of steel required for the work will be calculated from the approved Bar Bending schedule, fabrication drawings, approved laps, chairs and lugs etc. The measurement for payment as well as for accounting shall be based on the sectional weights as indicated in the following IS/BS/EN specifications.

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Sr No	Name of Standard	Name of Section
1	<b>IS: 808-1964</b>	<b>Beams, Channels and Angles</b>
2	<b>IS: 1730-1961</b>	<b>Plates, Sheets and Strips/Flats</b>
3	<b>BS4-1: 1993</b>	<b>UB/UC sections</b>
4	<b>IS: 12778/equivalence with EN-19-57</b>	<b>For NPB sections</b>
5	<b>IS: 12778/equivalence with EN-53-62</b>	<b>For HE/WPB sections</b>
6	<b>IS: 1786 or grade -1 of IS432 (Part-I)</b>	<b>Rounds including deformed high yield strength bars.</b>

**In case any such sectional weights are not available in the above documents, the manufacturer recommendation shall be binding.**

2.11.3 The steel issued to the contractor shall be mainly in standard length and sections as received from the supplier. However, the contractor shall be bound to accept the steel in length as available in the project stores, no claims for extra payment because of issue of non-standard length will be entertained.

2.11.4 The contractor shall satisfy himself of the quality and quantity of the materials at the time of taking delivery from BHEL stores. No claims whatsoever will be entertained by BHEL because of quality or quantity after the materials are taken by the contractor from BHEL stores.

2.11.5 The contractor shall submit to BHEL, a statement indicating estimated quantity of **cement and steel** required during a quarter. In addition, the contractor shall also furnish the estimated requirement of steel during a month by the third week of the previous month indicating his requirement.

2.11.6 Following shall be limit for the maximum quantity of BHEL issue materials that would be with the contractor at any point of time when work is in progress (excluding what has already been incorporated in the works).

SL No.	ISSUE OF MATERIALS	MAX QUANTITY IN CONTRACTORS STORE
01	Reinforcement Steel, <b>MS Rod/GI Flat</b>	ONE MONTH
02	Structural Steel	ONE MONTH
03.	Cement	ONE MONTH

2.11.7 Bidders shall ensure that no lamination material is taken over by them from BHEL.

2.11.8 The contractor must note that cement and steel required for the contractor's enabling job like store/ site office/ batching plant/temporary work etc. shall be arranged by the contractor at his own cost.

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### **2.12 Material consumption and wastage:**

#### **2.12.1 Cement Consumption:**

The theoretical consumption of cement shall be based on the following:

- (i) As per approved design mix for design mix concrete.
- (ii) As per minimum cement as specified or as approved by engineer-In-charge for nominal mix concrete.
- (iii) **Consumption of cement of items where MIX design and cement is not provided in drawings/specifications will be dealt as per for “Co-efficient of cement consumption” DSR-2016.**
- (iv) Actual consumption = Issue – Surplus/unused quantity of cement returned in good condition by the contractor to BHEL store. (No sweep cement will be taken back by BHEL).

#### **2.12.2 Cement Wastage:**

- (i) Allowable wastage: One and half percent (+1.5%) of theoretical consumption of cement.
- (ii) For any material issued by BHEL to the contractor free of cost and which is not accounted for by the contractor to BHEL, then recovery for such material shall be affected at penal rates.

Sl. No.	Cement Consumption	Basis of issue and penal recovery
C-1	Theoretical consumption (without considering any wastage or loss).	Free
C-2	Actual consumption being Limited to one and half percent (+1.5%) of aforesaid theoretical consumption towards allowable wastage.	Free
C-3	Actual consumption beyond one and half percent (+1.5%) of above (C-1).	Penal Rate

#### **2.12.3 Reinforcement steel, Earthing Rod/GI Flats and Foundation Bolts Consumption:**

- (i) The theoretical consumption of various sections and/or diameter of reinforcement and earthing rod steel shall be based on approved construction drawing and bar bending schedule. Weight shall be calculated considering the sectional weights as per Indian standards. No extra cost shall be payable to the contractor for any deviation in weights for the different procedures adopted for issue and calculation of the theoretical consumption including rolling tolerances.
- (ii) Actual consumption = Issue – Surplus.
- (iii) Surplus = un-tampered, unused, uncut quantity of steel including serviceable material returned by the contractor to BHEL store along-with relevant documents.
- (iv) Wastage = Actual consumption – Theoretical consumption.

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### 2.12.4 Reinforcement steel, Earthing Rod/GI Flats and Foundation Bolts Wastage:

(i) **Allowable Wastage:** (+3%) of the theoretical consumption shall be considered as allowable wastage.

Sl. No.	Reinforcement steel, Earthing Rod and Foundation Bolts Consumption	Basis of issue and penal recovery
R-1	Theoretical consumption (without considering wastage and scrap or loss)	Free
R-2	Wastage limited to plus Three percent (+3%) of aforesaid theoretical consumption (R-1) towards allowable wastage.	Free
R-3	Wastage beyond Three percent (+3%) of the theoretical consumption above (R-1).	Penal Rate

### 2.12.5 Structural Steel (Rolled Sections and Plates etc.) Consumption:

The theoretical consumption of various sections shall be based on approved drawings. Weights shall be calculated considering the sectional weights as per Indian standard. No extra shall payable to the contractor for any deviation in weights for the two different procedures adopted for issue and calculation of the theoretical consumption including rolling tolerances.

2.12.5.1 Actual consumption = Issue – Surplus.

2.12.5.2 **Surplus = untempered, unused, uncut quantity of steel including serviceable materials returned by the contractor to BHEL store.**

2.12.5.3 Wastage = Actual consumption – Theoretical consumption.

### 2.12.6 Structural Steel Wastage:

2.12.6.1 Allowable wastage: + 4% (FOUR percent) of the theoretical consumption shall be considered. Wastage shall be considered as cut pieces and scrap material, measured as per actual weight basis. Invisible wastage, if any, shall be considered to be included in the specified 4 % allowable wastage.

Sl no	Structural steel including SS plate	Basis of issue & penal recovery
S-1	Theoretical consumption (without considering any wastage, scrap or loss) as per specification &drg.	Free
S-2	Wastage limited to plus four percent (+4%) of the aforesaid theoretical consumption (S-1) towards allowable wastage.	Free
S-3	Wastage beyond four percent (4%) of the aforesaid theoretical consumption (S-1).	Penal rate

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### **2.13 Return of Materials:**

#### **2.13.1 Return of Cement:**

Sealed cement bags remaining unused and in perfectly good condition at the time of completion or termination of the contract shall be returned promptly, (within 15 days from assessment) if BHEL engineer is satisfied of the physical condition of the cement. Return of such cement to the project stores/place as identified within the project area by BHEL engineer will not be entitled to handling and incidental charges. Only surplus sealed cement bags will be taken back and any other cement with the contractor will have to be consumed.

#### **2.13.2 Return of Reinforcement Steel, Structural steel Earthing Rod/GI Flats and Foundation Bolts:**

All surplus steel and all wastage materials will be taken back on weight basis. Surplus, unused and untampered steel shall be sorted out section-wise and returned separately at a place directed by BHEL Engineer within the project area. Return of such materials will not be entitled for any handling and incidental charges. All wastage/scrap (including melting scrap, wastage and unusable scrap) shall be returned to the stores in consultation with BHEL Engineer and a receipt obtained for material accounting purposes. Return of such material will not be entitled to any transportation and incidental charge. Scrap for reinforcement steel shall be returned separately.

### **2.14 Definition of Scrap and Serviceable Materials:**

- 2.14.1 All structural steel of length above 2M except M.S Plate shall be considered as serviceable materials provided the materials are free from any physical damage, good condition and un-welded. Structural steel of length less than 2 M shall be treated as scrap.
- 2.14.2 Plates having both side greater than 1 Meter OR if any side is less than 1M but greater than 0.5M and the total area is equal to or greater than 2 Sq. Meter shall be considered as serviceable material.
- 2.14.3 All pipe measuring 2M and above in length shall be treated as serviceable materials provided they are free from any physical damage, good condition and un-welded. Pipe in less than 2M length shall be treated as Scrap.
- 2.14.4 All TMT measuring 3M and above in length shall be treated as serviceable material provided they are free from physical damage, straight, un-welded and in good condition. TMT steel in less than 3M shall be treated as scrap.

### **2.15 Reconciliation of material issued by BHEL free of cost:**

#### **2.15.1 General Notes:**

- (i) All steel Reinforcement steel, Earthing Rod, **structural steel**, as specified in relevant BOQ shall be issued free of cost by BHEL for use in the work covered in this contract. The contractor shall collect these materials from BHEL stores/storage yard at specified

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places at his own cost and store the same at his stores as per standard norms. Materials issued will be used only for construction of permanent works.

- (ii) BHEL reserves the right to recover from the contractor any loss arising out of damage/theft or any other causes or during verification/stacking or at any time under the custody of the contractor.
- (iii) The contractor shall take care of material issued by BHEL and shall protect the same from damage and weathering. Contractor shall construct waterproof cement store as instructed by BHEL Site (capacity minimum 250 MT/ 5000 Bags) for storing and stacking of cement.
- (iv) The contractor shall in no case be entitled for any compensation on account of any delay in supply or non-supply thereof for all or any such materials. However in case of non-availability of any specific section(s) which delays the completion of work, such cases shall be recorded separately in joint review meeting and shall be considered for time extension of contract.
- (v) Contractor will have to make his own arrangement at his own cost for procurement of any other materials except as mentioned above/ BOQ, as required for the works and of such quality as acceptable to BHEL.
- (vi) The contractor shall maintain proper store account for all the BHEL issued materials and shall give Three (03) copies of monthly-computerized reconciliation statement of such account showing total receipt, consumption and balance at site to the BHEL. BHEL Engineer's certification for the reconciliation of steel shall be final. The detailed reconciliation (dia. wise or as required) shall be done at least once in three months (03) or before submission of final bill which comes earlier.
- (vii) Contractor shall also carryout in complete association with BHEL, the material management functions and execution like day-to-day update of materials issued to contractor, accounting for surplus/scrap material returned, etc. These functions shall also be carried out through computerized system utilizing suitable software. Contractor shall engage experienced software personnel to associate on dedicated basis for efficient discharge of the same in time.
- (viii) The contractor shall solely be responsible for the safety & security of material after it is handed over and issued to contractor by the BHEL.
- (ix) BHEL issued materials, shall not be under any circumstances whatsoever, and shall be taken out of the project site unless otherwise permitted by BHEL for outside job.

2.15.2 The contractor shall submit a reconciliation statement of cement and steel issued to the contractor with each RA Bill.

2.15.3 At the time of submission of bills, the contractor shall properly account for the material issued to him as specified herein to the satisfaction of BHEL certifying that the balance material are available in the contractor custody at site.

2.15.4 At the time of submission of bills, if it is noticed by BHEL that the wastage is high and calls recovery at the penal rate, then, BHEL will proceed for recovery for the excess wastage as per penal recovery rates as specified.

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2.15.5 The reference drawings for actual material consumption to be used for the purpose of reconciliation shall be drawings prepared by the BHEL and drawings approved by BHEL for fabrication works and such other drawings approved by BHEL. This shall also include the bar bending schedule prepared by the contractor and approved by BHEL.

### **2.16 Recovery of Materials (Penal Rates):**

If wastage exceeds the specified limit, the recovery of excess wastage shall be made from monthly RA Bills as per following penal rates:

Sl. No.	Items	Penal Rates (Rs.)
P-1	Cement (OPC/PPC)	6,500 per MT
P-2	Reinforcement steel, Earthing Rod	60,000 per MT
P-3	MS plates	60,000 per MT
P-4	MS Flats, beams, channel, angles etc. (Rolled Sections)	60,000 per MT
P-5	Stainless steel	6,00,000 per MT
p-6	Shop fabricated steel structures	90000 per MT

### **2.17 Procurement and Testing of Materials by Contractor:**

Material required for the entire job (other than issued by BHEL as explained above) like sand, aggregates, painting & finishing material, electrical fittings and wiring material and all other material required for the completion of entire scope, has to be arranged by the contractor, except those specifically indicated as BHEL scope of supply as per relevant BOQ item. BHEL/ NTPC reserves the right to reject any material not found satisfactory. Apart from the above, it shall be the responsibility of contractor to get materials procured from outside, should get laboratory approved by BHEL/NTPC to ascertain the quality if insisted by BHEL/NTPC.

Rate quoted shall be inclusive of all such contingencies and no additional payment shall be made on this account. For this purpose, sample shall be collected at site in presence of BHEL/NTPC representative.

***Bidders are requested to have pre-bid visit/ inspection of site to make them fully acquainted with the site situation & nature of job. No claim shall be entertained at later date on account of non-familiarization of site condition.***

**TECHNICAL CONDITIONS OF CONTRACT (TCC)**  
**Chapter – III: Facilities in the scope of Contractor/BHEL**

<b>Sl. No.</b>	<b>Description</b>  <b>PART I</b>	<b>Scope / to be taken care by</b>		<b>Remarks</b>
		<b>BHEL</b>	<b>Bidder</b>	
3.1	<b>ESTABLISHMENT</b>			
3.1.1	<b>FOR CONSTRUCTION PURPOSE:</b>			
a	Open space for office (as per availability)	Yes		Location will be finalized after joint survey with owner
b	Open space for storage (as per availability)	Yes		Location will be finalized after joint survey with owner
c	Construction of bidder's office, canteen and storage building including supply of materials and other services		Yes	
d	Bidder's all office equipments, office / store / canteen consumables		Yes	
e	Canteen facilities for the bidder's staff, supervisors and engineers etc		Yes	
f	Firefighting equipments like buckets, extinguishers etc.		Yes	
g	Fencing of storage area, office, canteen etc. of the bidder		Yes	
3.1.2	<b>FOR LIVING PURPOSES OF THE BIDDER</b>			
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	<b>ELECTRICITY</b>			

**TECHNICAL CONDITIONS OF CONTRACT (TCC)**  
**Chapter – III: Facilities in the scope of Contractor/BHEL**

<b>Sl. No.</b>	<b>Description</b>  <b>PART I</b>	<b>Scope / to be taken care by</b>		<b>Remarks</b>
		<b>BHEL</b>	<b>Bidder</b>	
3.2.1	<b>Electricity for construction 415 V (To be specified whether chargeable or free)</b>			
a	Single point source of 415 V	Yes		<b>Chargeable.</b> Bidder to make its own arrangement of distribution of electricity at its own cost.
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	<b>Electricity for the office, stores, canteen etc of the bidder(to be specified whether chargeable or free)</b>			
a	Single point source		Yes	
b	Further distribution including all materials, Energy Meter, Protection devices and its service		Yes	
c	Duties and deposits including statutory clearances if applicable		Yes	
3.2.3	<b>Electricity for living accommodation of the bidder's staff, engineers, supervisors etc</b>		Yes	Contractor has to make his own arrangement.
a	Single point source		Yes	

**TECHNICAL CONDITIONS OF CONTRACT (TCC)**  
**Chapter – III: Facilities in the scope of Contractor/BHEL**

<b>Sl. No.</b>	<b>Description</b>  <b>PART I</b>	<b>Scope / to be taken care by</b>		<b>Remarks</b>
		<b>BHEL</b>	<b>Bidder</b>	
b	Further distribution including all materials, Energy Meter, Protection devices and its service		Yes	
c	Duties and deposits including statutory clearances if applicable		Yes	
<b>3.3.0</b>	<b>WATER SUPPLY</b>			
<b>3.3.1</b>	<b>For construction purposes:(to be specified whether chargeable or free)</b>			
a	Making the water available at single point		Yes	Contractor has to make his own arrangement at its own Cost.
b	Further distribution as per the requirement of work including supply of materials and execution		Yes	
<b>3.3.2</b>	<b><u>Water supply for bidder's office, stores, canteen etc</u></b>			
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	
<b>3.3.3</b>	<b><u>Water supply for Living Purpose</u></b>			Contractor has to make his own arrangement.
a	Making the water available at single point		Yes	

**TECHNICAL CONDITIONS OF CONTRACT (TCC)**  
**Chapter – III: Facilities in the scope of Contractor/BHEL**

<b>Sl. No.</b>	<b>Description</b>  <b>PART I</b>	<b>Scope / to be taken care by</b>		<b>Remarks</b>
		<b>BHEL</b>	<b>Bidder</b>	
b	Further distribution as per the requirement of work including supply of materials and execution		Yes	
<b>3.4.0</b>	<b>LIGHTING</b>			
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	
<b>3.5.0</b>	<b>COMMUNICATION FACILITIES FOR SITE OPERATIONS OF THE BIDDER</b>			
a	Téléphone, fax, internet, intranet, e-mail etc.		Yes	
<b>3.6.0</b>	<b>COMPRESSED AIR wherever required for the work</b>		Yes	
<b>3.7.0</b>	<b>Demobilization of all the above facilities</b>		<b>YES</b>	
<b>3.8.0</b>	<b>TRANSPORTATION</b>			
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 – III: Facilities in the scope of Contractor/BHEL**

Sl. No.	Description <b>PART II</b> <b>3.9.0 ERECTION FACILITIES</b>	Scope / to be taken care by		<b>Remarks</b>
		BHEL	Bidder	
3.9.1	Engineering works for construction:			NOT APPLICABLE
a	Providing the erection/constructions drawings for all the equipment covered under this scope	Yes		
b	Drawings for construction methods	Yes	Yes	In consultation with BHEL
c	As-built drawings – where ever deviations observed and executed and also based on the decisions taken at site- example – routing of small bore pipes		Yes	Changes are to be marked in drawing & handover to BHEL on completion of work.
d	Shipping lists etc. for reference and planning the activities			NOT APPLICABLE
e	Preparation of site erection schedules and other input requirements		Yes	In consultation with BHEL
f	Review of performance and revision of site erection schedules in order to achieve the end dates and other commitments	Yes	Yes	In consultation with BHEL
g	Weekly erection schedules based on Sl No. e		Yes	In consultation with BHEL
h	Daily erection / work plan based on Sl No. g		Yes	In consultation with BHEL
i	Periodic visit of the senior official of the bidder to site to review the progress so that works are completed as per schedule. It is suggested this review by the senior official of the bidder should be done once in every two months.		Yes	
j	Preparation of preassembly bay			NOT APPLICABLE
k	Laying of racks for gantry crane if provided by BHEL or brought by the contractor/bidder himself			NOT APPLICABLE
L	Arranging the materials required for preassembly			NOT APPLICABLE

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

### **4.1 Tools & Plants:**

Nos of T&Ps to be deployed at site shall be decided with respect to monthly plan and review formats (F 14) based on site requirement. Below given Nos are tentative for planning purposes by the bidder.

T&PS TO BE DEPLOYED BY CONTRACTOR FOR ENTIRE PACKAGE		
All the tools and plants required for satisfactory completion of the work have to be arranged by the contractor. The contractor is required to arrange the following minimum Major T&Ps per package:		
Following Major T&Ps to be arranged by contractor within the time as indicated against each T&P.		
<b>Sr No</b>	<b>Major T&amp;P items</b>	<b>Mobilizing time from the date of start of work</b>
<b>CHIMNEY</b>		
1	1 no. automatic concrete batching plant with printing facility (30 Cum/Hr) and independent DG Backup.	Within 60 days
2	1 no. concrete pump (60 cum/hr) capacity and lift up to 70 meters.	As per site requirement
3	2 Nos. Multi stage high lift water pump (for curing) (lifting height 300 meters). One shall be working type and other shall be stand by.	Before start of Chimney Shell.
4	Power winch -2.5 T – 2 nos. for concrete	As per site requirement.
5	Power winch -3.0 T – 1 nos. for reinforcement	As per site requirement.
6	Power winch -2.0 T – 1 nos. for Passenger Lift	As per site requirement.
7	Power winch -2.5 T – 2 nos. for Internal/External Finishing	As per site requirement.
8	Slipform equipment set including hydraulic spare pump, 10% spare jack, MS Shutter plate epoxy painted, Passenger Hoist with safety block(safety devices), hanging platform inside and outside, safety ropes etc.-01 set	Within 60 days
9	1 No. Hydraulic Excavator/Pooclain	As per site requirement
10	1 no. dozer	As per site requirement
11	2 no. dumper	As per site requirement
12	1 no. vibromax/earth compactor As per site requirement	As per site requirement
13	1 no. air compressor	As per site requirement.
14	1 no 18/20 T crawler crane	As per site requirement.
15	1 no hydra (10/ 12 T cap)	As per site requirement.
16	One Number Boom Placer for chimney raft concreting.	As per site requirement
17	2 nos reinforcement bending machine	Within 45 days
18	2 nos reinforcement cutting machine	Within 45 days
19	1 no compression testing machine (200 T cap)	Within 45 days
20	Civil laboratory equipment's as per list under annexure-1 with temporary building one AC lab size 2.5mtrx5mtr	Within 60 days

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

### 4.2 Measuring and Monitoring Devices (MMD)

To be finalized at site as per requirement.

#### NOTE:

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

<b>LAB EQUIPMENT LIST ANNEXURE-I</b>				
<b>SL NO.</b>	<b>NAME OF TEST</b>	<b>NAME OF EQUIPMENT</b>	<b>SIZE OF EQUIPMENT</b>	<b>IS REF.</b>
1	Initial & final setting time, Consistency of cement	Vicat Apparatus with desk pot	Standard	IS 5513
2	Shrinkage of cement, Auto Clave Test	Le Chatelier's apparatus Auto Clave Equipment	Standard	IS 5514
3	Abrasion value test	Los Angles Abrasion testing machine	Standard	IS 2386
4	Aggregate Impact value test	Aggregate Impact value testing machine with blow counter	Standard	IS 9377
5	Aggregate crushing value test	Crushing value apparatus	Standard	IS 2386
6	Flakiness index	Thickness gauge for measuring flakiness index	Standard	IS 2386
7	Elongation Index	Elongation guage	Standard	IS 2386
8	Bulk density, voids and bulking apparatus	Measuring cylinders	3, 5,10 & 15 liters cylinders	
9	Workability of concrete	Slump cone	Standard, at least 04 no's	IS 456
10	Specific gravity of aggregates	Pycnometer	Standard, at least 02 no's	IS 383
11	Cement mortar cube vibrating	Motorised vibration machine for cement testing	Standard	IS 4031

**TECHNICAL CONDITIONS OF CONTRACT (TCC)**  
**Chapter – IV: T&Ps AND MME TO BE DEPLOYED BY CONTRACTOR**

12	Course aggregate Sieve analysis (Concrete & Road Works)	Sieve set	450mm dia GI Frames Size: 125 mm, 90 mm, 75 mm, 63 mm, 53 mm, 40 mm, 20 mm, 16 mm, 12.5 mm, 10 mm, 4.75 mm, Pan and cover	IS 383
13	Fine aggregate sieve analysis	Sieve set	200 mm dia Brass sieves; Size 4.75 mm, 2.36 mm, 1.18 mm 600 micron, 300 micron, 150 micron, 75 micron, 75 micron, Pan and cover	IS 383
14	Sieve Shaker	Motorized Sieve shaker	Mfg. Catalogue	
15	Silt content check	Sand silt content beaker	Standard	
16	Compression testing machine	Compression testing machine	200 T cap	

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

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**5.1 BHEL WILL NOT PROVIDE ANY T&P's FOR THIS PACKAGE.**

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – VI: TIME SCHEDULE

### **6.0 Time Schedule and Mobilization:**

#### **6.1 Initial Mobilization and Time Schedule:**

After issuance of LOI (through email/fax/courier), Contractor shall report to the Construction Manager/Site-in-Charge of BHEL at site or Project Manager of BHEL at HQ Nagpur within 15 days and make KOM (Kick of Meeting) for mobilization of manpower, T&P, Date of start of work and detailed completion program.

The contractor has to subsequently augment his resources in such a manner that the entire works are completed within the **contract period of 14 (Fourteen) Months** from date of start of work.

**Date of start (DOS) of work shall be reckoned as the date of start of RCC shell casting of chimney.**

Sl. No.	Activity	Period From Date of Start (DOS) Work.
01	Shell casting upto 200M height	By the end of 7 <sup>th</sup> month
02	Shell casting completion (100%)	from 8 <sup>th</sup> to 9 <sup>th</sup> months
03	Completion of erection of all floor beams/ structural platform & staircase	from 10 <sup>th</sup> to 12 <sup>th</sup> months
04	Completion of all electrical & earthing systems including all balance misc. works viz-Final painting, flooring, paving, drains etc. & handing over to BHEL/PVUNL.	By the end of 14 <sup>th</sup> month

### **6.2 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	Activity	Completion from the commencement of work
M1	Shell casting completion (100%)	By end of 9 <sup>th</sup> month
M2	Completion of erection of all floor beams/ structural platform & staircase	By the end of 12 <sup>th</sup> month.

**Note:** Refer clause no 14 of NIT “Annexure-04” regarding modalities against provision of penalty in case of slippage of Intermediate Milestones.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – VII: TERMS OF PAYMENT

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### 7.0 **Terms of Payment:**

#### 7.1 **Progressive Payment / Final Payment:**

The payments for works under the scope of this contract shall be as per **clause no 2.6; clause 2.22; clause 2.23 of General Conditions of Contract and Chapter X of Special Conditions of Contract**. Few points of consideration are as below:

- The measurements sheets of work done in a month shall be submitted in triplicate duly agreed/signed by BHEL Engineer. The contractor shall extend all necessary assistance for verification of measurements of works without any extra cost.
- The RA bill payments are interim payments and shall be submitted in prescribed formats.
- 100% of item rate shall be made on pro-rata basis as per monthly progress of work. BHEL decision in this regard shall be final and binding on the contractor.
- 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.
- **BHEL** will release payment through **Electronic Fund Transfer (EFT)/RTGS**.
- Final bill shall be submitted after completion of works and upon material reconciliation along with all prescribed formats.

# 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 – Technical Specifications and Plot Plan**

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**9.0 Following Technical Specifications shall be integral parts of this tender as Vol-I-E:**

<b>SL. NO</b>	<b>DOCUMENTS</b>
1.	<b>Section B:</b> Project Information
2.	<b>Section C:</b> Specific Technical Specification
3.	<b>Section D:</b> General Technical Specification

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## CHAPTER X – Tentative Manpower Requirements

### 10.1 Tentative Manpower Requirements:

1. **Project manager** – 01 with adequate experience of minimum 15 Years in Chimney construction.
2. Experienced Civil Engineers – 02 heads
3. Experienced Foreman / Supervisors – 2 heads
4. Planning & Billing Engineer – 01 heads
5. Stores, Gate Pass – 01 heads
6. Accounts & Administration- 01 head
7. Quality Control Engineer/Chemist – 01 head
8. Safety Engineer – 01 head
9. Surveyor – 01 heads capable to handle total station
10. Operator, Licensed Electrician, Mechanic - As per requirement
11. Experienced Carpenters & Helpers – lot for similar nature of work
12. Experienced Bar Benders & Helpers – lot for similar nature of work.
13. Security Guards (Round The Clock) – As per requirement

**10.2** Deputation of above man-power shall be jointly decided at site in line with construction schedule.

**10.3** **Engineer/ supervisor for other functions like store & purchase, material management, planning, finance, administration & liaison etc are to be provided as per site requirement and not considered above.**

**10.4** In the event of non-deputation of engineer/supervisor by the bidder as per above agreed schedule, BHEL shall reserve the right to deduct Rs 50,000.00 per man-month for engineer, Rs 35,000.00 per man-month for the supervisor/safety officer/chemist and Rs. 30,000 per man-month for safety supervisor from RA bills. Further induction of manpower regarding site supervisor & site engineer will be decided at site as per requirement without any financial implication.

**10.5** BHEL reserves the right to reject or approve the list of personnel proposed by the contractor. The persons whose bio-data have been approved by BHEL will have to be posted at site and deviation in this regard will not be permitted unless specific & reasonable justification is made.

**10.6** In addition to above, a well experienced qualified engineer to be designated, as 'Project Co-coordinator', shall be deployed by the contractor. Such engineer shall have adequate exposure on the job and shall remain fully involved in all planning activities, guidance etc. to contractor's own team during the complete execution period of contract.

The contractor should also submit the fitness/calibration certificate for T&Ps regularly and renew as per applicable IS standards and statutory requirements. The tools & tackles shall not be removed from site without written permission of BHEL

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

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

**Part A: Instructions to the Bidders**

1. **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.
2. 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.
3. Based on the pre-fixed % weightages, amount of individual items shall be derived by BHEL. This amount shall not be rounded off.
4. 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.
5. 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.***
6. 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-XI is uploaded separately as file titled ‘**Chapter XI-BOQ and Percentage Weightage**’- 2232.