
E - TENDER SPECIFICATION
NO: BHE/PW/PUR/WR SITES-QAE/2325

FOR
FRAMEWORK AGREEMENT (RATE CONTRACT) FOR PROVIDING FIELD
QUALITY ASSURANCE ENGINEER SERVICES
AT PSWR SITES (THERMAL/GAS BASED PROJETS).

VOLUME – IA
TECHNICAL BID

- **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**



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

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NIL	Tender Specification Issue Details	Part of Vol-IA-2325
NIL	Notice Inviting Tender	Part of Vol-IA-2325
I-A	Technical Conditions of Contract	Vol-IA-2325
I-B	Special Conditions of Contract	Part of Vol-I-BCD-2325
I-C	General Conditions of Contract	Part of Vol-I-BCD-2325
I-D	Forms & Procedures	Part of Vol-I-BCD-2325
---	HSE Plan	(Part of <u>Vol-IC</u> -2325)
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E-Tender Specification Issue Details

E-Tender Specification No: BHE/PW/PUR/WR SITES-QAE/2325

NAME OF THE WORK: FRAMEWORK AGREEMENT (RATE CONTRACT) FOR PROVIDING FIELD QUALITY ASSURANCE ENGINEER SERVICES AT PSWR SITES (THERMAL/GAS BASED PROJETS).

EARNEST MONEY DEPOSIT: Refer Notice Inviting Tender

LAST DATE FOR TENDER SUBMISSION . Refer Notice Inviting Tender

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

M/s.

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

For Bharat Heavy Electricals Limited

**Addl. GENERAL MANAGER (Purchase)
Place: Nagpur
Date:**

2325

NOTICE INVITING TENDER

Bharat Heavy Electricals Limited



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Ref: BHE/PW/PUR/WR SITES-QAE/2325

Date: 30/10/2020

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

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

1.0 Salient Features of NIT

S No.	ISSUE	DESCRIPTION	
i	E-TENDER NUMBER	BHE/PW/PUR/WR SITES-QAE/2325	
ii	Broad Scope of job	FRAMEWORK AGREEMENT (RATE CONTRACT) FOR PROVIDING FIELD QUALITY ASSURANCE ENGINEER SERVICES AT PSWR SITES (THERMAL/GAS BASED PROEJCTS).	
iii	DETAILS OF TENDER DOCUMENT		
A	Volume-IA	Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc	Applicable
B	Volume-IB	Special Conditions of Contract (SCC)	Applicable
C	Volume-IC	General Conditions of Contract (GCC)	Applicable
D	Volume-ID	Forms and Procedures	Applicable
F	Volume-II	Price Bid as specified in E-Procurement Portal	Applicable
iv	Issue of Tender Documents	Tender documents will be available for downloading from BHEL website (www.bhel.com) or e-procurement portal (https://bhel.abcprocure.com) as per schedule below: Start :30/10/2020 , Time :15:00 Closes : 13/11/2020 , Time : 15:00 Brief information of the tenders shall also be available at central public procurement portal. (https://eprocure.gov.in/epublish/app)	Applicable
v	DUE DATE & TIME OF OFFER SUBMISSION	Date: 13/11/2020, Time: 15.00 Hrs • Place: on E-Tender Portal https://bhel.abcprocure.com	Applicable
vi	OPENING OF TENDER (Techno-Commercial Bid)	Date: 13/11/2020, Time: 16.00 Hrs (within 2 hours of the latest due date and time of offer submission). Notes: (1) In case the due date of opening of tender becomes a non-	Applicable

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S No.	ISSUE	DESCRIPTION	
		working day, then the due date & time of offer submission and opening of tenders get extended to the next working day. (2) Bidder may depute representative to witness the opening of tender. For e-Tender, Bidder may witness the opening of tender through e-Procurement portal only.	
vii	EMD AMOUNT	₹ 1,91,590/- (Rupees One Lakh Ninety One Thousand Five Hundred and Ninety Only)	<i>Applicable*</i> (*---Refer Cl 29 of NIT for MSE Vendors)
viii	COST OF TENDER	Free	
ix	LAST DATE FOR SEEKING CLARIFICATION	One day before due date of offer submission. Along with soft version also, addressing to undersigned & to others as per contact address given below: 1) Name: P R Chiwarkar Designation:AGM Deptt: Purchase Address: Floor no. 5 & 6,Shree Mohini Complex, 345 Kingsway, Nagpur-440001 Phone: Landline: +91-712-2858-633 Mob: +91-9422805222 Email :prchiwarkar@bhel.in Fax:+91-712-2858600 2) Name: Shubhangi Tembhurne Designation: Dy Manager Deptt: Purchase Address: Floor no. 5 & 6,Shree Mohini Complex, 345 Kingsway, Nagpur-440001 Phone: Land Line: +91-712-2858742 Email :shubh@bhel.in Fax:+91-712-2858600	<i>Applicable</i>
x	SCHEDULE OF Pre Bid Discussion (PBD)	Date: - Not Applicable	<i>Not Applicable</i>
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	Not Applicable	<i>Not Applicable</i>
xii	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com -->Tender Notifications →View Corrigendum), Central Public Procurement portal (https://eprocure.gov.in/epublish/app) & on e-tender portal https://bhel.abcpurchase.com and not in the newspapers. Bidders to keep themselves updated with all such information.	

- 2.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly signed digitally using Class III DSC & uploaded in E-Procurement Portal, as part of offer. **Rates/Price**

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

3.0 Not Used

4.0 Unless specifically stated otherwise, bidder shall deposit EMD as per clause 1.9 of General Conditions of Contract.

For Electronic Fund Transfer the details are as below:-

NAME OF THE BENEFICIARY	BHARAT HEAVY ELECTRICALS LTD
ADDRESS OF THE COMPANY	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 BENEFICIARY BANK BRANCH	SBIN0000432
MICR CODE OF THE BANK BRANCH	440002002

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

5.0 Procedure for Submission of Tenders:

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

Documents Comprising the e-Tender

The tender shall be submitted online ONLY EXCEPT EMD (in physical form) as mentioned below:

a. Technical Tender (UN priced Tender)

All Technical details (e.g. Eligibility Criteria requested (as mentioned below)) should be attached in e-tendering module, failing which the tender stands invalid & may be REJECTED. Bidders shall furnish the following information along with technical tender (preferably in pdf format):

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

b. Price Bid:

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

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DO NOT'S

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

Digital Signing of e-Tender

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

The Requirement:

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

BHEL has finalized the e-procurement service Provider:- **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

The process of utilizing e-procurement necessitates usage of **DSC (Digital Signature Certificate) (Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION)** and you are requested to procure the same immediately, if not presently available with you. Please note that only with DSC, you will be able to login the e-procurement secured site and take part in the tendering process.

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

Vendors are requested to go through seller manual available on <https://bhel.abcprocure.com>.

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

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

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

Sl. no.	Description	Remarks
	Part-I A	
	ENVELOPE – I superscribed as: PART I (TECHNO-COMMERCIAL BID) TENDER NO:	

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	NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING:-	
i. —	Covering letter / Offer forwarding letter of Tenderer.	
ii. —	Duly filled-in 'No Deviation Certificate' as per prescribed format to be placed after document under sl no (i) above. Note: a. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be placed after document under sl no (i) above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained. b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding. i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender	
iii. —	Supporting documents/ annexure/ schedules/ drawing etc. as required in line with Pre-Qualification criteria. It shall be specifically noted that all documents as per above shall be indexed properly and credential certificates issued by clients shall distinctly bear the name of organization, contact ph. no, FAX no, etc.	
iv. —	All Amendments/Correspondences/Corrigenda/Clarifications/Changes/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 – II (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item	
xiii. —	Any other details preferred by bidder with proper indexing.	

	PART-I-B	
	<u>ENVELOPE – II superscribed as:</u> PART-I (EMD) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:	

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	CONTAINING THE FOLLOWING:-	
	Earnest Money Deposit (EMD) in the form as indicated in this Tender	

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

	OUTER COVER	
	ENVELOPE-IV (MAIN ENVELOPE / OUTER ENVELOPE) superscribed as: TECHNO-COMMERCIAL BID, PRICE BID & EMD TENDER NO: NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION:	
	CONTAINING THE FOLLOWING:	
i	☐ Envelopes I ☐ Envelopes II ☐ Envelopes III	

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

- 7.0 Deviation with respect to tender clauses and additional clauses/suggestions in Techno-commercial bid / Price bid shall NOT be considered by BHEL. Bidders are requested to positively comply with the same.
- 8.0 BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).
- 9.0 **Assessment of Capacity of Bidders:** Not Applicable
- 10.0 Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc. before quoting for this tender. They may also consult this

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office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.

- 11.0 For any clarification on the tender document, the bidder may seek the same in writing or through e-mail and/or through e-procurement portal, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
- 12.0 BHEL may decide holding of pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.
- 13.0 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc. or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer, else BHEL's interpretation shall prevail.
- 14.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
- 15.0 Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), **if applicable**, along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. **The names and other details of Independent External Monitor (IEM) for the subject tender is as given at point (1) above.**

"Integrity Pact (IP)"

- ~~(a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.~~

Sl. No.	IEM	Email
1.	NA	-
2.	NA	-

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

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Note:

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

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

~~**Name:** (1) P R Chiwarkar/ AGM (Purchase) ————— 2) Shubhangi Tembhumne / Dy Manager (Purchase)
Dept.: Purchase Department
Address: Floor No. 5 & 6, Shreemohini Complex, 345 Kingsway, Nagpur 440001
Phone: (LL/ Mobile) (1) 0712-2858633 ————— 0712-2858742
Email: prchiwarkar@bhel.in ————— shubh@bhel.in
Fax: ————— 0712-2858699~~

- 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 **Reverse Auction:** "BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com on "**supplier registration page**".) for this tender. RA shall be conducted among all the techno-commercially qualified bidders.
- Price Bids of all the techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.
- 20.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 21.0 In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.
- 22.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- ~~23.0 Consortium Bidding (or Technical Tie up)--- NOT Applicable~~
- 24.0 The bidder shall submit/upload documents in support of possession of 'Qualifying Requirements' duly self-certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.

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- 25.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 26.0 The consultant / firm (and any of its affiliates) shall not be eligible to participate in tender(s) for the related works or services for the same project, if they were engaged for the consultancy services.
- 27.0 Guidelines/rules in respect of Suspension of Business dealings, Vendor evaluation format, Quality, Safety & HSE guidelines, Experience Certificate, etc. may undergo change from time to time and the latest one shall be followed. The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' is available on www.bhel.com on "supplier registration page".
- 28.0 The offers of the bidders who are on the banned/ hold list and also the offer of the bidders, who engage the services of the banned/ hold firms, shall be rejected. The list of **banned/ hold firms** is available on BHEL web site www.bhel.com.
- 28.1 Integrity commitment, performance of the contract and punitive action thereof:
- 28.1.1 **Commitment by BHEL:**
BHEL commits to take all measures necessary to prevent corruption in connection with the tender Process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.
- 28.1.2 **Commitment by Bidder/ Supplier/ Contractor:**
- (i) The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.
- (ii) The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.
- (iii) The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

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

29.0 Micro and Small Enterprises (MSE)

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

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

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

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a) MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS & DC, MSME) only if they submit along with the offer, attested copies of either Udyam Registration Certificate or EM-II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or Udyog Aadhar Memorandum (UAM) & Acknowledgement or EM-II Certificate along with attested copy of a CA certificate (**format enclosed as Annexure - 3**) where deemed validity of EM-II certificate of five years has expired applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the last date of Technical Bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer. Documents submitted by the bidder may be verified by BHEL for rendering the applicable benefits.

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

31.0 PREFERENCE TO MAKE IN INDIA:

For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/Non-Local Supplier and purchase preferences to Class I local supplier, is as defined I Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.

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

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

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

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

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

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

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35.0 Order of Precedence:

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

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

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

For BHARAT HEAVY ELECTRICALS LTD

(Addl. General Manager - Purchase)

Enclosure:

- i). Annexure-1: Pre Qualifying Requirements.
- ii). Annexure-2: Check List.
- iii). Annexure-3: Certificate by Chartered Accountant
- iv). Annexure-4: Reverse Auction Process Compliance Form
- v). Annexure-5: Authorization of representative who will participate in the online Reverse Auction Process
- vi). Annexure-6: RA Price Confirmation and Breakup
- vii). Annexure-7: Integrity Pact
- viii). Annexure-8: Undertaking as per PQR C4 of Annexure-1 i.e. PQR
- ix). Annexure-9: Declaration reg. Related Firms & their areas of Activities
- x). Other Tender documents as per this NIT.
- xi). Annexure-10: Declaration In-line with Department of Expenditure's (DoE) Public Procurement Division Order vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020
- xii). Annexure 11: Important information.

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ANNEXURE - 1

PRE QUALIFYING CRITERIA

JOB	FRAMEWORK AGREEMENT (RATE CONTRACT) FOR PROVIDING FIELD QUALITY ASSURANCE ENGINEER SERVICES AT PSWR SITES (THERMAL/GAS BASED PROJETS).		
TENDER NO	BHE/PW/PUR/WR SITES-QAE/2325		
SL NO	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Applicability	
A	Submission of Integrity Pact duly signed (if applicable)	NOT APPLICABLE	
B	<u>Technical PQR</u> Bidder must have achieved any of the following in last seven years (except for B.1.1) as on the latest date of offer submission: B.1) B.1.1) Bidder must have provided services of Quality Engineers / Field Quality assurance for erection/erection & commissioning /construction work at a power /industrial project for BHEL against a <i>BHEL awarded Contract</i> for Quality Engineers/ Quality assurance services for any period during last 3 years as on latest date of offers submission. OR B.1.2) Bidder must have provided services of Quality Engineers / Field Quality assurance for erection/erection & commissioning/construction work in any power /industrial project for at-least cumulative of 200 Man months or a cumulative value of Rs. 77 Lakhs in a span of 2 years (consecutive 24 months). OR B.1.3) Bidder must have provided services of Quality Engineers / Field Quality assurance for erection/erection & commissioning /construction work in any power /industrial project for at-least 200 Man months or at-least value of Rs. 77 Lakhs against one (01) work order. OR B.1.4) Bidder must have provided services of Quality Engineers / Field Quality assurance for erection/erection & commissioning /construction work in any power /industrial project against 2 work orders each of at-least 125 Man months or value of Rs. 48 Lakhs or above. OR B.1.5) Bidder must have provided services of Quality Engineers / Field Quality assurance for erection/erection & commissioning /construction work in any power /industrial project against 3 work orders each of at-least 100 Man months or Rs. 38 Lakhs or above	APPLICABLE	

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C.1	<u>FINANCIAL TURNOVER:</u> Bidders must have achieved an average annual financial turnover (audited) of Rs. 28,73,844/- Only or more over last three Financial Years (FY) i.e. '2016-17, 2017-18 & 2018-19' OR '2017-18, 2018-19 & 2019-20'* *To consider last three financial years as '2016-17, 2017-18 & 2018-19', bidder must provide a declaration that they do not have financial (audited) statements for FY 2019-20.	APPLICABLE	
C.2	<u>NETWORTH</u> (only in case of Companies) Net worth of the Bidder based on the latest Audited Accounts as furnished for 'C-1' above should be positive.	APPLICABLE	
C.3	<u>PROFIT</u> Bidder must have earned profit in any one of the three Financial Years as applicable in the last three Financial Years as furnished for 'C-1' above.	APPLICABLE	
C-4	Bidder must not be under Bankruptcy Code Proceedings (IBC) by NCLT or under Liquidation / BIFR, which will render him ineligible for participation in this tender, and shall submit undertaking (Annexure-8) to this effect.	APPLICABLE	
D	Assessment of Capacity of Bidder	NOT APPLICABLE	
E	Approval of Customer (if applicable) Note: Names of bidders (including consortium/Technical Tie up partners in case consortium bidding is permitted) who stand qualified after compliance of criteria A to D shall be forwarded to customer for their approval	NOT APPLICABLE	
F	Price Bid Opening Note: Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria A to E		BY BHEL
G	Consortium tie-ups	NOT APPLICABLE	
<u>Explanatory Notes for the PQR (unless otherwise specified in the PQR):</u> <u>Explanatory Notes for PQR B.1 (Technical)</u> - For the criteria (B.1), actual executed value shall be considered. - Value of work is to be updated with indices for "All India Avg. Consumer Price index for industrial workers" and "Monthly Whole Sale Price Index for All Commodities" with base month as per last month of work execution and indexed up to three (3) months prior to the month of latest due date of bid submission as per following formula- $P = R + 0.425 \times R \times \frac{(X_N - X_0)}{X_0} + 0.425 \times R \times \frac{(Y_N - Y_0)}{Y_0}$ Where P = Updated value of work R = Value of executed work X_N = All India Avg. Consumer Price index for industrial workers for three months prior to the month of latest due date of bid submission (e.g. If latest bid submission date is 02-Mar-17, then bid submission month shall be reckoned as March'17 and index for Dec'2016 shall be considered). X₀ = All India Avg. Consumer Price index for industrial workers for last month of work execution Y_N = Monthly Whole Sale Price Index for All Commodities for three months prior to the month of latest due date of bid submission (e.g. If latest bid submission date is 02-Mar-17, then bid-submission month shall be reckoned as March'17 and index for Dec'2016 shall be considered). Y₀ = Monthly Whole Sale Price Index for All Commodities for last month of work execution			

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- The evaluation currency for this tender shall be INR.

Explanatory Notes for Technical Criteria (B2):

1. VOID
2. Unless otherwise specified, for the purpose of “B2 Technical Criteria”, the word 'EXECUTED' means achievement of milestones as defined below -
 - a. "ACHIEVEMENT OF PHYSICAL QUANTITIES" as per PQRs.
 - b. "READINESS FOR COAL FILLING" of at least one Bunker, in respect of Mill Bunker Structure.
 - c. "CHARGING" in respect of Power Transformers/ Bus Ducts/ "HT/LT Switchgears" / "HT/LT Cabling".
 - d. For C&I works: "SYNCHRONISATION" in case of power project / "WORK EXECUTION of the value as defined in PQR" in case of industry.
 - e. "BOILER LIGHT UP" in respect of Boiler / CFBC / ESP.
 - f. "CHARGING OF ATLEAST ONE PASS" in respect of ESP(R&M)
 - g. "GAS IN" in respect of HRSG.
 - h. "STEAM BLOWING" in respect of Power Cycle Piping.
 - i. "HYDRAULIC TEST"/ ANY OTHER EQUIVALENT TEST LIKE "100% RT/UT OF WELDED JOINTS" of the system in respect of Pressure parts/ LP Piping/CW Piping.
 - j. "FULL LOAD OPERATION OF THE UNIT" in respect of Insulation work.
 - k. "SYNCHRONISATION" in respect of STG / GTG.
 - l. "SPINNING" in respect of HTG.
 - m. "GAS IN" in respect of FGD
3. Boiler means HRSG or WHRB or any other types of Steam Generator.
4. Power Cycle piping means Main Steam, Hot Reheat, Cold Reheat, HP Bypass.
5. For the purpose of evaluation of the PQR, one MW shall be considered equivalent to 3.5 TPH where ever rating of HRSG/BOILER is mentioned in MW. Similarly, where ever rating of Gas Turbine is mentioned in terms of Frame size, ISO rating of the same in terms of MW shall be considered for evaluation.

Explanatory Notes for PQR -C (Financial):

C-1:

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

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

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

Net worth = Paid up share capital + Reserves

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

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

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

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this effect.

Common Explanatory Notes:

1. ~~For evaluation of PQR, in case Bidder alone does not meet the pre-qualifying technical criteria B1 above, bidder may utilize the experience of its Parent/ Subsidiary Company along with its own experience, subject to following:~~
 - a. ~~The parent company shall have a controlling stake of ≥50% in the subsidiary company (as per Format 1).~~
 - b. ~~The Parent Company/ Subsidiary Company of which experience is being utilized for bidding shall submit Security Deposit(SD) equivalent to 1% of the total contract value~~
 - c. ~~The parent/ subsidiary company and bidder shall provide an undertaking that they are jointly or severally responsible for successful performance of the contract (as per Format 2).~~
 - d. ~~In case Bidder is submitting bid as a Consortium Partner, option of utilizing experience of parent/subsidiary Company can be availed by Prime Bidder only.~~
 - e. ~~Parent Company/ Subsidiary Company of which experience is being used for bidding, cannot participate as a 'Standalone Bidder' or as a 'Consortium bidder'.~~
2. Completion date for achievement of the technical criteria specified in the 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 technical criteria specified in the Common QR even if the Contract has not been completed or closed.
4. In case the Experience/POWO certificate enclosed by bidders do not have separate break up of prices for the E&C portion for Electrical and C&I works (i.e. the certificates enclosed are for composite order for supply and erection of Electrical and C&I and other works if any), then value of Erection & Commissioning for the Electrical and C&I portion shall be considered as 15% of the price for supply & erection of Electrical and C&I.
5. Following shall be complied with in case of consortium:
 - a. The Prime Bidder and Consortium Partner(s) are required to enter in to a consortium agreement and certify to BHEL regarding existence and validity of their consortium agreement in line with validity period mentioned in NIT.
 - b. Prime Bidder and Consortium partners shall be approved by Customer for being considered for the tender (applicable if customer approval is required).
 - c. Number of partners including prime Bidder shall be NOT more than 3 (three).
 - d. Prime Bidder alone shall necessarily comply with "B1 Technical Criteria" except for mechanical package where B1 criteria is not applicable.
 - e. Prime Bidder and Consortium Partner shall together comply with the 'Pre-Qualification Requirements' specified for the respective category of technical requirement as per "B2 technical criteria".
 - f. Prime Bidder shall comply with all other Pre Qualifying criteria for the Tender unless otherwise specified.
 - g. All other conditions shall be read in conjunction with clause no 23.0 of NIT.
 - h. Prime Bidder shall be the Bidder who has a major share of work.
 - i. Prime Bidder shall be responsible for the overall execution of the Contract.
 - j. Performance shall be evaluated for Prime Bidder and the Consortium partner for their respective scope of work.
 - k. In case the Consortium partner backs out, another consortium partner meeting the QRs, has to be engaged by Prime Bidder and if not, the respective work will be withdrawn and executed on risk and cost basis of the prime bidder.
 - l. In case Prime Bidder withdraws or insolvency / liquidation / winding up proceedings have been initiated / admitted against the Prime Bidder, BHEL reserves the right to

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	cancel, terminate or short close the contract or take any other action to safeguard BHEL's interest in the Project / Contract. This action will be without prejudice to any other action that BHEL can take under Law and the Contract to safeguard interests of BHEL m. After successful execution of one work with a consortium partner under direct orders of BHEL, the Prime Bidder shall be eligible for becoming a 'standalone' bidder for works similar to that for which consortium partner was engaged, for subsequent tenders. 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.
--	--

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

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

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Format-1

Not Applicable

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Format-2

Not Applicable

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ANNEXURE - 2

CHECK LIST

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

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

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17	Capacity Evaluation of Bidder for current Tender	Applicable/Not Applicable	YES/NO
18	Tie Ups/Consortium Agreement are submitted as per format	Applicable/Not Applicable	YES/ NO
19	Power of Attorney for Submission of Tender/Signing Contract Agreement Power of Attorney of Consortium Partner.	Applicable/Not Applicable	YES/NO
20	Analysis of Unit rates	Applicable/Not Applicable	YES/NO

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

DATE :

AUTHORISED SIGNATORY

(With Name, Designation and Company seal)

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ANNEXURE-3

Certificate by Chartered Accountant on letter head

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

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

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

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

(Strike off whichever is not applicable)

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

Or

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

Or

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

Date:

(Signature)

Name:

Membership Number:

Seal of the Chartered Accountant

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ANNEXURE-4

Reverse Auction Process Compliance Form

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

To

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

Sub: Agreement to the Process related Terms and Conditions

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the RFQ document for {Items} against BHEL enquiry/ RFQ no.{ BHE/PW/PUR/BWT6-STG/2318} dt. {.....}

This letter is to confirm that:

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

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

With regards

Signature with company seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

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

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ANNEXURE – 5

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

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

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ANNEXURE – 6

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

To

- M/s. Service provider
- Postal address

CC: M/s BHEL POWER SECTOR WESTERN REGION, Nagpur

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

Dear Sir,

We confirm that we have quoted.

Rs. _____ (in value) &
_____ (in words)

for item(s) covered under tender enquiry No. BHE/PW/PUR/SKT-TGOH U3/2295 dtd 15/07/2020

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

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

Yours sincerely,

For _____

Name:

Company:

Date:

Seal:

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ANNEXURE – 7

INTEGRITY PACT

Not Applicable

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ANNEXURE – 8

UNDERTAKING

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

To,

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

Dear Sir/Madam,

Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS

Ref: NIT/Tender Specification No: BHE/PW/PUR/WR SITES-QAE/2325

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

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

Place:

Date:

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Annexure-9

DECLARATION

Date: _____

To _____
BHEL, _____

Email: _____

Sub: Details of related firms and their area of activities

Dear Sir/ Madam,

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

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

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

Regards,
(_____)

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

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Annexure-10

(To be submitted in the bidder's letter head)

**Declaration In-line with Department of Expenditure's (DoE) Public Procurement Division
Order vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020**

Tender no . BHE/PW/PUR/WR SITES-QAE/2325

Job:

"I/ we have read the clauses pertaining to Department of Expenditure's (DoE) Public Procurement Division Order (Public procurement no 1, 2 & 3 vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020) regarding restrictions on procurement from a bidder of a country which shares a land border with India. I/We hereby certify that I/ we the bidder < name of the

bidder.....
.....> is / are

a) Not from such a country and eligible to be considered for this tender.

OR

b) From such country, has been registered with the competent authority and eligible to be considered for this tender. (Evidence of valid registration by the competent authority shall be attached)

For and behalf of _____ (Name of the bidder)

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

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Annexure-11: 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, Floor No. 5 & 6, 345 KINGSWAY, NAGPUR 440001, INDIA

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

AGM Purchase, Email: prchiwarkar@bhel.in. Ph: +91 – 712 – 2858 – 633

Dy Manager Purchase, Email: shubh@bhel.in Ph: +91-712 – 2858 –742

Dy Manager Purchase, Email: svm@bhel.in Ph: +91 – 712 – 2858 –715/9049590486

1. **Refer Chapter XII of Volume IB Special Conditions of Contract regarding Suspension of Business Dealings: The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' has now been uploaded on www.bhel.com on "supplier registration page" at the following link: http://www.bhel.com/vender_registration/pdf/Suspension_guidelines_abridged.pdf**

2. **All Statutory Requirements as applicable for this project shall be complied with.**

3. **Following clause shall form part of the HSE documents issued under Chapter IX of Volume IB 'Special Conditions of Contract'**

"In case of any financial deduction made by Customer for lapses of safety other than what is provided elsewhere in the contract, the same shall be charged on back-to-back basis on the defaulting contractor without prejudice to any other right spelt anywhere in the tender /contract"

4. ~~**"Pradhan Mantri Kaushal Vikas Yojna: The contractor shall, at all stages of work deploy skilled/semi-skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute/Industrial Training Institute/ National Institute of Construction Management and Research (NICMAR), National Academy of Construction, CIDC or any similar reputed and recognized Institute managed/ certified by State/ Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/semi-skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer-in-Charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer-in-Charge. Failure on the part of contractor to obtain approval of Engineer-in-Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate of Rs.100 per such tradesman per day. Decision of Engineer-in-Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding".**~~

5. ~~**The 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:**~~

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

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

~~6. **The following paragraph has been added in clause 2.7.1 under clause 2.7 “Rights of BHEL” of General Conditions of Contract (Volume-IC GCC)**~~

~~In case of inadequate manpower deployed by contractor, BHEL reserves the right to deploy additional manpower through any other agency for expediting activities in the interest of the project. Supplied manpower shall be put on job by the contractor and payments and other statutory compliances related to manpower shall be the contractor’s responsibly. In case of contractor’s failure to fulfil his obligations in respect of such manpower, BHEL reserves the right to take necessary action as per contract conditions~~

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

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

10. 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

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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:

- (ii) In the event of death or **permanent disability** resulting from **Loss of both limbs**: Rs 10,00,000/- (**Rs Ten Lakh**)
- (iii) 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.

11. Acceptance of Bank Guarantee (BG)

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

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

"Bank Guarantee issued by:

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

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

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

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

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

12. Broad Terms & Conditions of Reverse Auction:

In continuation to Clause 19.0 of NIT (Notice Inviting Tender) following are the broad terms and conditions of Reverse Auction:

"BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com/vender_registration/pdf/Guidelines%20for%20Reverse%20Auction-2020.pdf)) (http://www.bhel.com/vender_registration/pdf/Guidelines%20for%20Reverse%20Auction-2020.pdf) for this tender. RA shall be conducted among all the techno-commercially qualified bidders. Price bids of all

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techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking."

Note:-

1. In case of enquiry through e-procurement the sealed electronic price bid (e-bid) is to be treated as sealed envelope price bid.

13. Bidder to strictly follow all the necessary guidelines issued by Customer, District Magistrate, State Government and Central government to control Covid-19 outbreak.

~~14. 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~~

15. "Towards compliance of Department of Expenditure's (DoE) Public Procurement Division Order vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020 - Bidder shall submit duly filled & signed Annexure-9 along with their techno-commercial offer. In this connection, following may be noted:

I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms, or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. "Bidder from a country which shares a land border with India" for the purpose of this order means: -

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- b. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- c. An entity whose beneficial owner is situated in such a country; or
- d. An Indian (or other) agent of such an entity; or
- e. A natural person who is a citizen of such a country; or
- f. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

IV. The beneficial owner for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

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- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint the majority of the directors or to control the management of policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who hold the position of senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

However, in this regard, provision of Clause no 1.15.9 of GCC shall also be applicable

8. The following Clauses of General Conditions of Contract shall not be applicable for this Contract.
 - a) Progress Monitoring, Monthly Review and Performance Evaluation (Clause No. 2.9)
 - b) Overrun Compensation (Clause No. 2.12)
 - c) Interest bearing Recoverable advance (Clause no.2.13)
 - d) Quantity Variation (Clause No.2.14)
 - e) Extra Works (Clause no.2.15)
 - f) Supplementary Works (Clause no.2.16)
 - g) Price variation Compensation (Clause no. 2.17)
 - h) Retention Amount (Clause no. 2.22)
 - i) Performance Guarantee for Workmanship (Clause no. 2.24).
9. **Clause no.2.7.9 "LIQUIDATED DAMAGES/PENALTY" of GCC shall not be applicable for this contract. Penalties applicable for this contract shall be in-line with Clause no.4.0 "Other Conditions" of Chapter-II-Scope of Work (of Technical Conditions of Contract).**

2325

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Rate Contract
for
Field Quality Assurance
Services at PSWR Sites

BHARAT HEAVY ELECTRICALS
LIMITED



TECHNICAL CONDITIONS OF CONTRACT (TCC)

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Sl. No.	DESCRIPTION	Chapter
Volume- IA	Part-I: Contract specific details	
1	Project Information	Chapter-I
2	Scope of Works	Chapter-II
3	Facilities in the scope of Contractor/BHEL (Scope Matrix)	Chapter-III
4	T&Ps and MMEs to be deployed by Contractor	Chapter-IV
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TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - I: Project Information

1.0	Project Information
1.1	INTRODUCTION BHARAT HEAVY ELECTRICALS LIMITED (BHEL) - A MAHARATNA COMPANY IS A GOVERNMENT OF INDIA UNDERTAKING. BHEL IS AN INTEGRATED POWER PLANT EQUIPMENT MANUFACTURER AND ONE OF THE LARGEST ENGINEERING AND MANUFACTURING COMPANY OF ITS KIND IN INDIA ENGAGED IN THE DESIGN, ENGINEERING, MANUFACTURE, CONSTRUCTION, TESTING, ERECTION AND COMMISSIONING OF POWER PLANTS IN THE COUNTRY AND ABROAD. INTENT OF THIS TENDER IS TO FINALIZE A RATE CONTRACT FOR PROVIDING THE SERVICES OF QUALITY ASSURANCE ENGINEERS AT VARIOUS ONGOING AND FORTH-COMING POWER PROJECTS IN INDIA FOR BHEL POWER SECTOR WESTERN REGION (PSWR). PRESENTLY PSWR HAS PRESENCE IN THE STATES OF MADHYA PRADESH, CHHATISGARH, MAHARASHTRA, GUJARAT, TELANGANA, JHARKHAND. , UTTARPRADESH. HOWEVER, NEW FUTURE PROJECTS MAY COME UP IN OTHER STATES ALSO.
The location and contact details of respective project sites is as follows: -	
a	TELANGANA SUPER THERMAL POWER PROJECT, PHASE-I (2x800MW), Ramagundam, District-Karimnagar, State-Telangana, Contact: - Shri B C Tudu , Construction Manager , BHEL Site office, Mobile No.- 9428819996
b	4 X 270 MW Bhadradi TPS, Village- Ramanujawaram, Post- Manuguru, Distt. - Khammam, Pin – 507117 (Telangana). Contact: - Shri V K Kuhikar, , Construction Manager, BHEL Site office, Mobile No.- 8007995559
c	1x660 MW Bhusawal Thermal Power Plant, Bhusawal, Maharashtra, Pin-425307 Contact: - Shri Sanjib Kumar Das, Sr DGM/Quality, BHEL Site office, Mobile No.- 8237799094
d	3x800 MW Patratu Thermal Power Plant, Patratu, Jharkhand, Pin-829126 Contact: - Shri Sunil Kumar Kodape, Construction Manager, BHEL Site office, Mobile No.- 9404950599
e	Ramagundam STPS, STAGE-I, II (3 X 200 MW+3 X 500 MW) ESP R&M Site, Ramagundam, District-Karimnagar, State-Telangana. Contact: - Shri Niranjana Ray, Construction Manager, BHEL Site office, Mobile No.- 9977703156
f	Ramagundam STPS, STAGE-I, II (3 X 200 MW+3 X 500 MW) FGD, Ramagundam, District-Karimnagar, State-Telangana. Contact: - Shri B C Tudu , Construction Manager , BHEL Site office , Mobile No.- 9428819996
g	ONGC URAN (15MW GTG+60 TPH HRSG), ONGC URAN –ALGC, Contact: Shri K.G. Barot, Construction Manager, BHEL Site office, Near HBB Sub station, ONGC Uran Plant, Uran, Navi Mumbai Distt - Raigad, Pin - 400702, Maharashtra
i	NTPC MOUDA Stage-I(2 x 500 MW) FGD Contact : Shri Syed Saadat Ali, Sr DGM, Mob no. 9599024062, Mauda Nagpur Maharashtra.
j	Korba STPS (3 X 200 MW+ 3 X 500 MW+ 1 X 500 MW) FGD, Construction Manager, BHEL Site office, NTPC KSPTS, Korba, Chhattisgarh, Pin-495450
k	NSPCL Bhilai (2 X 250 MW) FGD, Shri Abhay Kumar / Construction Manager, BHEL Site office, NSPCL Bhilai Plant. Bhilai (East), Distt. – Durg, Chhattisgarh, Pin Code – 490021
l	RIHAND TPS (4 X 500 MW), Construction Manager, BHEL Site office, Renukut, Sonbhadra, Uttar Pradesh

2.0 Scope of Work for Field Quality Assurance Services at PSWR Sites:

Bidder agency shall provide Field Quality Assurance Engineers (FQAE) in the areas/packages mentioned below and as specified else where, at various BHEL Project sites.

The work of Field Quality Assurance services comprises of following five areas:

- a. **CIVIL WORKS**
- b. **FABRICATION & ERECTION OF STEEL STRUCTURES**
- c. **ERECTION & COMMISSIONING OF BOILER & AUXILIARIES**
- d. **ERECTION & COMMISSIONING OF ELECTRICAL AND C&I SYSTEMS**
- e. **ERECTION & COMMISSIONING OF TURBINE, GENERATOR AND AUXILIARIES**
- f. **ERECTION & COMMISSIONING OF FGD**

2.1 CIVIL WORKS

Civil Works shall consist of following Civil Structures/ Packages: -

- a. Main Power House: TG & AUX Building/ Service Building, Boiler foundations, ESP foundations, Equipment and Machine foundations, Coal Mill foundations and super structures, Transformer yard, Misc. foundations, pavements, Switchyard, Roads & Drainage etc.
- b. Auxiliary Buildings: Cooling Water Pump House, Raw Water Pump House, CW Duct, ESP Control Room, Chlorination Plant Building, Compressor House, DG Building, Clarified Water Pump House & Sump, Filtered Water Pump House, DM Make up Pump House, Administrative Building etc.
- c. Civil Works for BOP Packages: Ash Handling Plant, Coal Handling Plant, Pre-Treatment Plant, DM Water Treatment Plant, Effluent Treatment Plant Building, Cooling Towers, and Chimney etc.
- d. Civil Works for FGD package: FGD control room building, absorber foundation, booster fan foundation, LHP, GHP etc.

2.1.1 Scope of the work for the FQAEs deployed by the Contractor, under Civil Works shall comprise of followings mainly: -

Inspection and Sample checking of input materials (consisting mainly of steel, cement, sand, stone chips, bricks etc.) as per Procedures/ Field Quality Plans for Civil Works approved by BHEL/ Client or IS codes/ standards. This shall include inspection of materials after receipt at site and verification of test certificates.

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Chapter - II: Scope of Works

- 2.1.2 Inspection of the various checks/ tests to be performed by respective sub-Contractors of BHEL at Project sites as per approved Field Quality Plans approved by BHEL or Client/ relevant IS codes/ any other applicable documents.
- 2.1.3 Review of inspection & test reports of the checks which are not under witness category as per FQP and conducting periodical/ as required by BHEL Engineer In-charge or his representative, quality surveillance audits at various stages of erection and finally on completion of work as per the approved Field Quality Plan.
- 2.1.4 Collection and compilation of various log sheets/ test results/ reports of checks performed as at Sr. No. 2.1.1, 2.1.2, & 2.1.3, certification/ authentication of test results/ reports, and submitting to Client in the format/s mutually agreed between BHEL & Client.
- 2.1.5 FQAEs shall ensure at all times timely submission of required inputs to BHEL to ensure valid calibration of monitoring/ measuring instruments & devices and testing equipments, proper documentation and record keeping of Inspection data, log sheets, protocols, test certificates etc. as per BHEL quality systems and as per observations/ non-conformance reports released by various Auditors viz. Internal, External Auditor/ CQ Auditor etc.

2.2 **FABRICATION & ERECTION OF STEEL STRUCTURES**

Scope of work for the FQAEs deployed by the Contractor under this area shall mainly comprise of the followings:

- 2.2.1 Inspection and Sample checking of input materials (consisting mainly of steel plates/ steel sections/ steel materials etc.) as per Procedures/ Field Quality Plans for Fabrication & Erection of Steel Structures approved by BHEL/ Client or IS codes/ standards. This shall include inspection of materials after receipt at site and verification of test certificates, Welder test, welder cards, electrodes, etc. RT, UT, SR, liasioning for NDT, DP test, grouting etc.
- 2.2.2 Review of inspection & test reports of the checks which are not under witness category as per FQP and conducting periodical quality surveillance audits at various stages of erection and finally on completion of work as per the approved Field Quality Plan.
- 2.2.3 Collection and compilation of various log sheets/ test results/ reports of checks performed as at Sr. No. 2.2.1 & 2.2.2, certification/ authentication of test results/ reports, and submitting to client in the agreed format.
- 2.2.4 Conducting periodical quality surveillance audits at the site office of sub-Contractors of BHEL to ensure valid calibration of monitoring/ measuring instruments & devices and testing equipments, Proper documentation and record keeping of Inspection data, log sheets, protocols, test certificates etc. as per BHEL quality systems.

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2.3 ERECTION & COMMISSIONING OF BOILER & AUXILIARIES

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

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

- 2.3.1 Inspection for the checks to be performed e.g. Welder test, welder cards, electrodes, etc., RT, UT, SR, MPI, DP test, grouting etc. on the equipment/ systems by the sub-Contractor of BHEL as per applicable Procedures/ Field Quality Plans for Erection & Commissioning approved by BHEL/ Client.
- 2.3.2 Review of inspection & test reports of the checks which are not under witness category as per FQP and conducting periodical quality surveillance audits at various stages of erection and finally on completion of work as per the approved Field Quality Plan.
- 2.3.3 Collection and compilation of various log sheets/ test results/ reports of checks performed as at Sr. No. 2.3.1 & 2.3.2 certification/ authentication of test results/ reports, and submitting to client in the agreed format.
- 2.3.4 Conducting periodical quality surveillance audits at the site office of sub-Contractors of BHEL to ensure valid calibration of monitoring/ measuring instruments & devices and testing equipments, Proper documentation and record keeping of Inspection data, log sheets, protocols, test certificates etc. as per BHEL quality systems.
- 2.3.5 FQAEs are expected to ensure turn out of Quality requirements in respective equipment/ systems by way of close monitoring & involving in process effectively.

2.4 ERECTION & COMMISSIONING OF ELECTRICAL and C & I SYSTEMS

Electrical Systems mainly consist of Power Transformers, Auxiliary Transformers, LT Switchgears, HT Switchgears, LT Bus Ducts, HT Bus Ducts, HT Motors and Switchyard; Electrical, C&I systems for Boiler, TG and Auxiliaries and BOPs etc.

C & I System mainly consists of field mounted instruments like transducers, transmitters, gauges etc., analyzers, control valves, electrical & pneumatic actuators, DDC/ PPC based control panels etc.

Scope of the work for the FQAEs deployed by the Contractor, under these systems shall comprise mainly of following activities: -

- 2.4.1 Inspection for the checks to be performed on the equipments/ systems by the sub-Contractor of BHEL as per applicable Procedures/ Field Quality Plans for Erection & Commissioning approved by BHEL/ Client.

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- 2.4.2 Review of inspection & test reports of the checks which are not under witness category as per FQP and conducting periodical quality surveillance audits at various stages of erection and finally on completion of work as per the approved Field Quality Plan.
- 2.4.3 Collection and compilation of various log sheets/ test results/ reports of checks performed as at Sr. No. 2.4.1 & 2.4.2 certification/ authentication of test results/ reports, and submitting to client in the agreed format.
- 2.4.4 Conducting periodical quality surveillance audits at the site office of sub-Contractors of BHEL to ensure valid calibration of monitoring/ measuring instruments & devices and testing equipments, Proper documentation and record keeping of Inspection data, log sheets, protocols, test certificates etc. as per BHEL quality systems.

2.5 ERECTION & COMMISSIONING OF TURBINE, GENERATOR AND AUXILIARIES

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

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

- 2.5.1 Inspection for the checks to be performed on the equipment/ systems by the sub-Contractor of BHEL as per applicable Procedures/ Field Quality Plans for Erection & Commissioning approved by BHEL/ Client.
- 2.5.2 Review of inspection & test reports of the checks which are not under witness category as per FQP and conducting periodical quality surveillance audits at various stages of erection and finally on completion of work as per the approved Field Quality Plan.
- 2.5.3 Collection and compilation of various log sheets/ test results/ reports of checks performed as at Sr. No. 2.5.1 & 2.5.2, certification/ authentication of test results/ reports, and submitting to client in the agreed format.
- 2.5.4 Conducting periodical quality surveillance audits at the site office of sub-Contractors of BHEL to ensure valid calibration of monitoring/ measuring instruments & devices and testing equipments, Proper documentation and record keeping of Inspection data, log sheets, protocols, test certificates etc. as per BHEL quality systems.

2.6 ERECTION & COMMISSIONING OF FGD

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

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

- 2.6.1 Inspection for the checks to be performed e.g. Welder test, welder cards, electrodes, etc., RT, UT, SR, MPI, DP test, grouting etc. on the equipment/ systems by the sub-Contractor of BHEL as per applicable Procedures/ Field Quality Plans for Erection & Commissioning approved by BHEL/ Client.
- 2.6.2 Review of inspection & test reports of the checks which are not under witness category as per FQP and conducting periodical quality surveillance audits at various stages of erection and finally on completion of work as per the approved Field Quality Plan.
- 2.6.3 Collection and compilation of various log sheets/ test results/ reports of checks performed as at Sr. No. 2.6.1 & 2.6.2 certification/ authentication of test results/ reports, and submitting to client in the agreed format.
- 2.6.4 Conducting periodical quality surveillance audits at the site office of sub-Contractors of BHEL to ensure valid calibration of monitoring/ measuring instruments & devices and testing equipments, Proper documentation and record keeping of Inspection data, log sheets, protocols, test certificates etc. as per BHEL quality systems.
- 2.6.5 FQAEs are expected to ensure turn out of Quality requirements in respective equipment/ systems by way of close monitoring & involving in process effectively.

3.0 Qualification and Experience requirements of Contractor's Personnel

3.1 Qualification

- 3.1.1 Field Quality Assurance Engineers (FQAEs) deployed by the Contractor shall be qualified Engineering degree holders or qualified Diploma holders. FQAEs shall also possess Level-II in welding NDT (RT, UT, DPT & MPI) for mechanical FQAEs with valid certificate.
- 3.1.2 Depending upon the requirement of scope of work, FQAEs' branch of Engineering shall be Mechanical Engineering/Civil Engineering/ Electrical Engineering/ Electronics & Telecommunication Engineering.

3.2 Experience

Graduate Engineers shall have minimum 3 years' experience and Diploma holders shall have minimum 5 years' experience in power plants or/ and refineries of equivalent nature

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of work. Depending upon the requirement, the experience of FQAEs' shall include but not be limited to areas and details given below.

- 3.2.1 In general, the experience of FQAEs shall be in the area of Field Quality Assurance in the areas pertaining to scope as mentioned at clause numbers 2.0 above.
- 3.2.2 Good knowledge of power plant products, Field Quality Plans, codes, standards, statutory requirements, inspection and test procedures of Power Plant equipments and systems mentioned at clause 2.0 above including materials, various type of welding and their inspection & testing etc.
- 3.2.3 Undertaking inspection of installation of power plant equipments (like boilers & auxiliary systems, FGD, turbines, generators, piping, electrical switch boards/ panels, transformers, motors, cabling, C & I Systems, Civil & Structural works etc.) in the areas as given at 2.0 above.
- 3.2.4 FQAE for Boiler area and fabrication area shall be additionally qualified ASNT/ISNT Level-II in Non-destructive testing (DPT, MPI, RT, UT) of welds. Minimum one FQAE will be required to be deployed at construction sites in Boiler area and fabrication area.
- 3.3** The deployment of above manpower by the Contractor shall be subject to submission of Credentials of each of the Contractor's personnel to respective Site In-charge of BHEL and obtaining acceptance/ approval from respective Site In-charge of BHEL/ Customers in this regard.

4.0 Other Conditions

- 4.1 Sub-letting of jobs within the agreed scope of work, in any manner is not permitted.
- 4.2 FQAEs shall be governed by 'Confidentiality' clause. They shall not, in any manner, misuse the data/ information.
- 4.3 All drawings, specifications/ FQP/ QP and other relevant document/ data provided to FQAEs for undertaking relevant tasks, shall be returned to BHEL after completion of job/ completion/ termination of contract. Such documents shall not be used by the FQAEs for any purpose other than for the designated task.
- 4.4 All Quality Plans, data/ findings, inspection and other reports, test results, radiographs etc. generated and used by the FQAE shall be the property of BHEL. These cannot be published/ utilized or taken away by the FQAE or any employee of the Contractor.
- 4.5 All measuring & testing Instruments/ equipments will be arranged by BHEL/ sub-Contractors working at site. Field Quality Assurance Engineers shall undertake visual/ physical checking of instruments and co-relation with valid calibration certificates before using any measuring & testing instruments/ equipments. FQAEs shall ensure for use of calibrated measuring & testing Instruments/ equipments.

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- 4.6 Field Quality Assurance Engineers shall be fully responsible for the tasks allotted to/ undertaken by them, authenticity of the test results etc. They shall prepare documents, witness/ undertake inspections and submit the documents/ reports to BHEL in time without hindrance of work.
- 4.7 Credentials of FQAEs shall be verified and approved by BHEL PSWR and/ or its customer prior to their deployment.
- 4.8 FQAEs at BHEL PSWR sites shall work under Quality/ Erection Engineers as per Site Construction Manager's decision. They shall administratively report to Construction Manager or his nominee. For any ambiguity, decision shall rest with Head/ Quality – PSWR, Nagpur.
- 4.9 FQAEs shall interact with Contractors, customers/ consultants, erection agencies with regard to readiness of items to be inspected and other relevant Quality matters. They shall keep the Construction Manager/ Erection Engineer/ Quality Head (as the case may be) apprised of all such discussions/ interactions on daily basis.
- 4.10 Reasonable office space with furniture for proper functioning of the Contractor's FQAE will be provided by BHEL free of any charges.
- 4.11 BHEL shall provide to the FQAEs posted at construction sites, furnished bachelor accommodation as available at respective sites, free of charges (including free electricity and water supply), and free transport facility at respective sites for attending duty.
- 4.12 Normally, the role of FQAEs shall be limited to the place of their deployment. However, in case of any requirement for outstation work is to be taken on behalf of BHEL, following guidelines shall be applicable:
- a) For assignments outside project site but limited to 50 Km radius, necessary transport for Contractor's staffs shall be arranged by BHEL/ its sub-Contractors free of any charges to the Contractor. No additional payment to the Contractor will be made for such assignments.
 - b) For assignments outside project Site beyond 50 Km radius of Project sites, following additional payment shall be reimbursed to the Contractor:
 - I. To and fro Rail fare limited to AC two tier by express/ mail train fare by shortest route from respective place of deployment & back against submission of ticket/ receipt/ proof plus lump-sum amount of Rs. 250/- (Rupees Two hundred fifty only) will be paid per person per day (here day means 24 hours and calculation shall be based on number of hours stay at outstation i.e. $\frac{1}{4}$ for stay up to 6 hours, $\frac{1}{2}$ for stay for more than 6 hours but up to 12 hrs and full for stay beyond 12 hours). In case of travel by road through bus/ taxi, fare limited to AC two tier of express/ mail train for the distance traveled shall be paid.
 - II. In case of night stay required at outstation, BHEL will provide lodging facility. In case, BHEL is not able to provide lodging facility, lodging charges @Rs.1, 500/- (Rupees one thousand five hundred only) per day per person will be reimbursed to the Contractor against billing.

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

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- 4.21 **BHEL reserves the right to terminate the above contract at any point of time without assigning any reason upon giving 14 days' notice to the Contractor.**

Further 2.7 of GCC shall also be applicable.

- 4.22 **In case any the performance of the FQAEs is found to be unsatisfactory, his services shall be discontinued by BHEL and no payment shall be made against deployment of such unacceptable Engineers, from the date FQAE has been notified as unsatisfactory. Replacement of such persons will have to be arranged by the Contractor within 15 days, else clause 4.16 shall prevail.**

- 4.23 In case any FQAE found to indulge in malpractice/s, their services will be terminated with immediate effect without giving any notice. Also, in such cases, BHEL may impose penalty and/ or impound the payment towards services rendered by such FQAEs. Replacement of such persons will have to be arranged by the Contractor within 15 days else Clause 4.16 shall prevail.

- 4.24 **In case, the Contractor fails to provide FQAEs within 15 days after acceptance of CVs by Site else BHEL will impose penalty from 16th days onwards @1.5 times per man-day rate of agreement on pro-rata basis from the earliest monthly bill or Security deposit (SD) of Contractor or from any sites where Contractor is working.**

- 4.25 The Contractor shall arrange for adequate medical facilities and life insurance for deployed FQAEs at Contractor's cost.

4.26 INSURANCE

- 4.26.1 It shall be the sole responsibility of Contractor to take insurance policies for the FQAEs against risks of accidents and injury while at work and make compensation as per applicable rules and regulations prevalent in the area.

- 4.26.2 If due to negligence and/ or non-observance of safety and other precautions by FQAEs, any accident/ injury occurs to any other person(s)/ public, the Contractor shall bear necessary compensation and other expenses, if so decided by the appropriate authority.

- 4.26.3 In the first place, BHEL shall avoid issuing any T&P/ MMEs to FQAE. Though in unavoidable circumstances, FQAE will take necessary precautions and due care to protect any material/ equipment/ MME/ hardware etc., while in his custody, from any damages/ loss till the same is returned/ handed over to BHEL or Customer. BHEL reserves the right to recover loss from Contractor, in case the damage/ loss is due to carelessness/ negligence on the part of FQAEs of the Contractor. In case of any theft, while in custody of Contractor's FQAEs, matter shall be reported to Police by the FQAE/ Contractor immediately and copy of FIR and subsequent police investigation report shall be submitted within 72 hrs to BHEL for taking up with insurance company failing which full cost with 10% overhead charges shall be recovered from Contractor's bills.

- 4.26.4 In case any surrounding property gets damaged due to negligence/ carelessness of FQAEs, the Contractor shall submit necessary documents for lodging insurance claim as required

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by BHEL. BHEL, however, reserves the right to recover deductible franchise and also unsettled portion of insurance claim from the Contractor.

4.26.5 It is the responsibility of the contractor to arrange gate pass for all his employees, for entering the project premises. Necessary coordination with customer officials is the responsibility of the contractor. Contractor to follow all the procedures laid down by the customer for making gate passes. Where permitted, by customer / BHEL, to work beyond normal working hours, the contractor shall arrange necessary work permits for working beyond normal working hours. In special case where the customer requires any kind of legal/ non legal documentation like indemnity bonds etc for deploying the FQAE's, it is the responsibility of the contractor to arrange the same on demand.

5.0 SITE WISE AND AREA WISE DEPLOYMENT OF FQAES

5.1 Tentative work project-wise requirement for deployment of Field Quality Assurance Engineers at various projects shall be as given below: -

Sr. No.	Project Site	Area	No. of FQAE Required	Deployment Period
01	TELANGANA SUPER THERMAL POWER PROJECT PHASE-I (2x800MW), Ramagundam, District-Karimnagar, State-Telangana.	Mechanical	01	12 MONTHS
02	4 X 270 MW Bhadradi TPS, Village-Ramanujawaram, Post-Manuguru, Distt.- Khammam, Pin - 507117 (Telangana).	Civil	02	06 MONTHS
03	1x660 MW Bhusawal Thermal Power Plant, Bhusawal, Maharashtra, Pin-425307	Civil	1	24 MONTHS
		Mechanical	1	24 MONTHS
04	3x800 MW Patratu Thermal Power Plant, Patratu, Jharkhand, Pin-829126	Civil	2	22 MONTHS
		Mechanical	2	12 MONTHS

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Sr. No.	Project Site	Area	No. of FQAE Required	Deployment Period
05	Ramagundam STPS, STAGE-I, II (3 X 200 MW+3 X 500 MW) ESP R&M Site, Ramagundam, District-Karimnagar, State-Telangana.	Civil	01	18 MONTHS
06	ONGC URAN (15MW GTG+60 TPH HRSG), ONGC Uran Plant, Uran, Navi Mumbai, Near HBB Sub station, Distt - Raigad, Pin - 400702, Maharashtra	Civil, Mechanical	01, 01	12 MONTHS
07	ONGC URAN -ALGC, Uran Plant, Uran, Navi Mumbai, Near HBB Sub station, Distt - Raigad, Pin - 400702, Maharashtra	Civil	01	12 MONTHS
08	Ramagundam STPS, STAGE-I, II (3 X 200 MW+3 X 500 MW) FGD, Ramagundam, District-Karimnagar, State-Telangana.	Civil	01	24 MONTHS
		Mechanical	02	24 MONTHS
09	NTPC MOUDA Stage-I(2 x 500 MW) FGD	Civil	01	10 MONTHS
		Mechanical	01	09 MONTHS
10	Korba STPS (3 X 200 MW+ 3 X 500 MW+ 1 X 500 MW) FGD, NTPC KSPTS, Korba, Chhattisgarh, Pin-495450	Civil	01	24 MONTHS
		Mechanical	02	24 MONTHS
11	NSPCL Bhillai (2 X 250 MW) FGD,	Civil	01	24 MONTHS
		Mechanical	01	24 MONTHS
12	RIHAND TPS (4 X500 MW),Renukut, Sonebhadra,Uttar Pradesh	Mechanical	01	12 MONTHS
Total Man-months			417 Man Months	

5.2 The above deployment plan is tentative and for guidance only and may vary as per actual requirement of FQAEs at sites.

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- 5.3 Deployment of specific FQAEs shall be solely at the discretion of BHEL as they may have to be shifted from one project site to another project site during the deployment during the contract period.
- 5.4 FQAEs shall be mobilized/ demobilized progressively depending on BHEL project site's requirement which shall be intimated by Construction Manager/ BHEL Hqrs. No compensation w.r.t mobilization/demobilization of FQAEs shall be applicable.
- 5.5 Rate schedule/Deployment schedule is given for total deployment covering requirement at various projects together. However, actual man month deployed at project sites may vary to any extent. The quoted man-month rate shall remain firm throughout the period of Framework Agreement (Rate Contract).
- 5.6 There shall not be any compensation for any variation of quantities of man months.

6.0 Interest Bearing Recoverable Advance

Interest Bearing Recoverable Advance is **not** payable in this contract. As such cl no.: 2.13 of GCC is not applicable.

7.0 Price Variation Clause/ Revision of Rates

The accepted rates shall remain firm throughout the execution period including extension period (if any) and no escalation/ revision shall be payable. As such cl no.: 2.17 of GCC shall not be applicable.

8.0 Overrun Compensation:

Overrun Compensation not applicable to this contract. As such cl no.: 2.12 of GCC is not applicable.

9.0 Site Visit

The Bidders are advised to acquaint themselves with the running sites for capturing general working conditions at any given site by visiting either/ both of the project Sites mentioned in the tender elsewhere before quoting. However, conditions may vary at new projects most likely in the States as mentioned in Clause 1.0.

10.0 MODE OF OPERATION & DISTRIBUTION OF THIS FRAMEWORK AGREEMENT (RATE CONTRACT)

- BHEL intends to engage two separate agencies for the subject job (**i.e. split of contract among maximum 02 bidders**).
- BHEL reserves the right to split the order between L1 and other qualified bidder who matches the L-1 awarded rates in the ratio of **60:40**. The broad mechanism/Modality will be as follows:

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- 10.1 In case of 03 or more qualified bidders (N), the distribution shall be limited to (N-1) qualified bidders. L-1 Bidder shall be considered for award of 60% of the contract. For award of remaining 40% of the contract, BHEL shall give counter offer to the next bidder (remaining bidders) based on their price competitiveness i.e. L-2, then L-3so on, except H1 bidder, to match L-1 accepted rates (i.e. L-2 will be given first preference for acceptance of L-1 rates, then L-3 and onwards). In case any bidder does not accept the offered L-1 rates, the counter-offer shall be extended to other bidders in order of price competitiveness, except H1 bidder.
- 10.2 In case of less than 03 qualified bidders, attempt shall be made to distribute the work approximately in the ratio of 60:40 between L1 bidder and the other bidder i.e. rate contract shall be entered with 2 agencies. BHEL shall give counter offer based on the L-1 accepted rates to L-2 bidder for their acceptance for further award of work.
- 10.3 In case none of the bidders agree to match the L-1 accepted RATE, then BHEL may opt for any other suitable method to finalize remaining part of the work.
- 10.4 BHEL reserves all rights to operate this contract as per project requirements and its sole discretion.

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Chapter – III & IV: FACILITY IN SCOPE OF CONTRACTOR AND BHEL, T&Ps and
MMEs to be deployed by Contractor

VOID

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter – V: T&Ps and MMEs to be deployed by BHEL on sharing basis

VOID

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Chapter – VI: Time Schedule

6.0 TIME SCHEDULE & MOBILIZATION

6.1. Contract Period:

The period of contract is for 24 months from the date of letter of award. However, this contract may be extended (up to a maximum of another 03 months) on the same terms & conditions, at the same rates, and at the discretion of BHEL.

6.2. Mobilization

FQAEs shall be mobilized within 15 days from the date of receipt of clearance/ intimation from BHEL. Following will be the mode for deployment of FQAEs at site.

- 6.2.1. FQAEs requirement is tentatively from Mid Dec'2020.
- 6.2.2. Intimation for deployment of FQAEs at a particular site shall be sent by Head (Quality)/ BHEL-Nagpur to Contractors depending upon the requirement at site.
- 6.2.3. On receipt of intimation for FQAE deployment, Contractor shall submit credentials of each FQAE to respective site In-charge of BHEL as given in intimation letter and copy shall be forwarded to Head (Quality)/ BHEL-Nagpur.
- 6.2.4. The Contractor shall obtain acceptance/ approval from respective Site In-charge of BHEL for credentials of each FQAE. Deployment of FQAEs shall be subject to acceptance/ approval of credentials of FQAEs by BHEL site in-charge.
- 6.2.5. Contractor shall deploy FQAEs at site within 15 days of the intimation as at Sr. No. 6.2.1 above after obtaining acceptance/ approval as at Sr. No. 6.2.3.

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Chapter-VII: Terms of Payment

7.0 Terms of payment

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

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Chapter-VIII: Taxes and Other Duties

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

1. All taxes excluding GST, GST Cess & BOCW Cess but including, Royalties, fees, license, deposits, commission, any State or Central Levy and other charges whatsoever, if any, shall be borne by you and shall not be payable extra.
2. Any increase of the taxes excluding GST, GST Cess & BOCW Cess, at any stage during execution including extension of the contract shall have to be borne by the contractor. Quoted/ accepted rates/ price shall be inclusive of all such requirements. Please note that since GST on output will be paid by BHEL separately as enumerated below, your quoted rates/ price should be after considering the Input Credit under GST law at your end.

3. **GST :**

The successful bidder shall furnish proof of GST registration .GST along with Cess (as applicable) legally leviable & payable by the successful bidder as per GST Law, shall be paid by BHEL. Hence Bidder shall not include GST along with Cess (as applicable) in their quoted price.

4. GST charged in the Tax Invoice/Debit note by the contractor shall be released separately to the contractor only after contractor files the outward supply details in GSTR-1 on GSTN portal and input tax credit of such invoice is matched with corresponding details of outward supply of the contractor and has paid the GST at the time of filing the monthly return
5. E-invoicing under GST has been implemented with effect from 1st October 2020 for all the taxable persons having turnover more than the threshold limit in any preceding financial year from 2017-18 onwards. Therefore, for all the taxable persons falling under the purview of E-invoice, it is mandatory to mention a valid unique Invoice Reference No. (IRN) and QR code as generated from E-Invoicing portal of the Government for the purpose of issuing a valid Tax Invoice. Only an E-invoice issued in the manner prescribed under rule 48(4) of CGST Rules shall be treated as valid invoice for reimbursement of GST amount.

If the successful Bidder is not falling under the purview of E-Invoicing then he has to submit a declaration in that respect along with relevant financial statements.

6. Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred there under) wherein the 'Bill To' details will as below:

BHEL GSTN – As per **Annexure -1**

NAME -- Bharat Heavy Electricals Limited

ADDRESS – Site address

7. Bidder to immediately intimate on the day of removal of Goods (in case of any supply of goods) to BHEL along with all relevant details and a scanned copy of Tax Invoice to below email ids to enable BHEL to meet its GST related compliances :-

Email id ---- to be intimated later on.

In case of delay in submission of the abovementioned documents on the date of dispatch, BHEL may incur penalty /interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from the successful bidder,

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- if such delay is not attributable to BHEL.
8. In case of raising any Supplementary Tax Invoice (Debit / Credit Note) Bidder shall issue the same containing all the details as referred to in Section 34 read with Rule 53.
 9. Bidder shall note that in case GST credit is delayed/ denied to BHEL due to delayed / non receipt of goods and /or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from the vendor along with interest levied / leviable on BHEL, as the case may be.
 10. Bidder shall upload the Invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act. Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law , GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the bidder along with interest levied / leviable on BHEL.
 11. **Way Bill:** Successful Bidder to arrange for way bill / e-waybill for any transfer of goods for the execution of the contract.
The Bidder has to make their own arrangement at their cost for completing the formalities, if required, with Issuing Authorities, for bringing materials, plants & machinery at site for execution of the works under this contract, Road Permit/ Way Bill, if required, shall be arranged by the contractor and BHEL will not supply any Road Permit/ Way Bill for this purpose.
 12. **New taxes and duties:-**Any New taxes & duties, if imposed subsequent to due date of offer submission as per NIT & TCN, by statutory authority during contract period including extension, if the same is not attributable to you, shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, you shall obtain prior approval from BHEL before depositing new taxes and duties.
Benefits and/or abolition of all existing taxes must be passed on to BHEL against new Taxes, if any, proposed to be introduced at a later date.
In case any new tax/levy/duty etc. becomes applicable after the date of bidder's offer but before opening of the price bid, the bidder must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of the price bids. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.
 13. For transportation work, bidder shall declare in his quotation whether he is registered under GST, if yes, whether he intends to claim GST on forward charge basis. In absence of this declaration, BHEL will proceed further with the assumption that bidder intends not to claim GST on forward charge basis. However, in case of GST registered transporter, the amount to the extent of goods and service tax will be retained till BHEL avails the credit of GST. Further, transporter shall issue tax invoice which inter alia includes gross weight of the consignment, name of the consigner and the consignee, registration number of vehicle in which the goods are transported, details of goods transported, details of place of origin

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VIII: Taxes and Other Duties

and destination, GSTIN of the person liable for paying tax whether as consigner, consignee or goods transport agency, and also containing other information as mentioned under rule 46.

14. **TDS under Income Tax shall be deducted at prevailing rates on gross invoice value from the running bills unless exemption certificate from the appropriate authority/ authorities is furnished.**
15. **TDS under GST shall be deducted at prevailing rates on applicable value from the running bills.**
16. **TCS under Income Tax 1961 has been implemented with effect from 1st October 2020 for every seller having turnover more than threshold limit during financial year immediately preceding financial year in which the sale of goods is carried out, who receives any amount as consideration for sale of any goods of the value or aggregate of such value exceeding threshold limit other than export of goods or who is already covered under other provision of section 206C, collect from the buyer, TCS as per applicable rates of the sale consideration exceeding threshold limit subject to following conditions**
 - i. Buyer shall be as per clause (a) of section 206C- (1H)
 - ii. Seller shall be as per clause (b) of section 206C- (1H)
 - iii. No TCS is to be collected, if the seller is liable to collect TCS under other provision of section 206C or the buyer is liable to deduct TDS under any provision of the Act and has deducted such amount.

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

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

17. Refer Annexure – 2 for BOCW Act & Cess Act.- **Not Applicable**

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