#### E-TENDER SPECIFICATION

SI. No	E-Tender Specification Number
1	BHE/PW/PUR/WNS-MM/3054

THE WORK OF RECEIPT, UNLOADING, VERIFYING, SHIFTING, STACKING, PRESERVATION, HANDLING AND HANDING OVER OF COMPONENTS FOR RENOVATION & MODIFICATION OF BOILERS, BHEL T&P & OTHER MATERIALS, COMPONENTS & EQUIPMENT AND PROVIDING SERVICES FOR MATERIALS MANAGEMENT ALONG WITH REDEVELOPMENT WORK OF OPEN YARD INCLUDING TREE PLANTATION AT U#1&2 (210 MW) GSECL WANAKBORI TPS

**VOLUME - I** 

**FOR** 

# VOLUME I – TECHNICAL BID

#### THIS TENDER SPECIFICATION CONSISTS OF:

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

**Bharat Heavy Electricals Limited** 



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

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	CONTENTS			
Volume No	Description	Hosted in website bhel.com (Briefly) and detailed in BHEL e-Procurement Portal as files titled		
NIL	Tender Specification Issue Details	(Part of <u>Vol-IA-3054</u> )		
NIL	Notice Inviting Tender	(Part of <u>Vol-IA-3054</u> )		
I-A	Technical Conditions of Contract	Vol-l-A-3054		
I-B	Special Conditions of Contract	Vol-I-BCD-3054		
I-C	General Conditions of Contract	(Part of Vol-I-BCD-3054)		
I-D	Forms & Procedures	(Part of Vol-I-BCD-3054)		
IE	Drawings	Vol-l-E-3054		
II	Price Bid Specification as specified in E-Procurement Portal	Volume-II-3054		

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#### E-TENDER SPECIFICATION

SI No	E-Tender Specification Number
1	BHE/PW/PUR/WNS-MM/3054

THE WORK OF RECEIPT, UNLOADING, VERIFYING, SHIFTING, STACKING, PRESERVATION, HANDLING AND HANDING OVER OF COMPONENTS FOR RENOVATION & MODIFICATION OF BOILERS, BHEL T&P & OTHER MATERIALS, COMPONENTS & EQUIPMENT AND PROVIDING SERVICES FOR MATERIALS MANAGEMENT ALONG WITH REDEVELOPMENT WORK OF OPEN YARD INCLUDING TREE PLANTATION AT U#1&2 (210 MW) GSECL WANAKBORI TPS

EARNEST MONEY DEPOSIT: Refer Notice Inviting Tender
LAST DATE FOR Refer Notice Inviting Tender TENDER SUBMISSION
THESE TENDER SPECIFICATION DOCUMENTS CONTAINING VOLUME-I AND VOLUME- II ARE ISSUED TO:
M/s
PLEASE NOTE: THESE TENDER SPECS DOCUMENTS ARE NOT TRANSFERABLE.
For Bharat Heavy Electricals Limited
GM (Purchase) Place: Nagpur Date:

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

3054

# NOTICE INVITING TENDER

**Bharat Heavy Electricals Limited** 



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Ref: **BHE/PW/PUR/WNS-MM/3054** Date: 10-12-2024

#### **NOTICE INVITING E-TENDER (NIT)**

NOTE: BIDDER MAY DOWNLOAD/ UPLOAD THE TENDER/ OFFER FROM/ON BHEL E-PROCUREMENT PORTAL → https://eprocurebhel.co.in

\_\_\_\_\_\_

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/WNS-MM/3054		
i	Broad Scope of job	THE WORK OF RECEIPT, UNLOADING, VERIFYING, SHIFTING, STACKING, PRESERVATION, HANDLING AND HANDING OVER OF COMPONENTS FOR RENOVATION & MODIFICATION OF BOILERS, BHEL T&P & OTHER MATERIALS, COMPONENTS & EQUIPMENT AND PROVIDING SERVICES FOR MATERIALS MANAGEMENT ALONG WITH REDEVELOPMENT WORK OF OPEN YARD INCLUDING TREE PLANTATION AT U#1&2 (210 MW) GSECL WANAKBORI TPS		
iii	DETAILS OF TENDER	DOCUMENT		
А	Volume-IA	Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc	Applicable	
В	Volume-IB	Special Conditions of Contract (SCC)	Applicable	
С	Volume-IC	General Conditions of Contract (GCC)	Applicable	
D	Volume-ID	Forms and Procedures	Applicable	
Е	Volume-IE	Drawings	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://eprocurebhel.co.in) as per schedule below: Start: 16/12/2024, Time: 17:00 Hrs Closes: 26/12/2024, Time: 13:00 Hrs 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	Date: 26/12/2024, Time: 13.00 Hrs	Applicable	

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S No.	ISSUE	DESCRIPTION	
	OF OFFER SUBMISSION	<ul> <li>Place: on E-Tender Portal <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a></li> </ul>	
vi	OPENING OF TENDER (Techno- Commercial Bid)	Date: 26/12/2024, Time: 17.00 Hrs  Notes:  (1) In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day.  (2) 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.	Applicable
vii	EMD AMOUNT	Nil Bid Security Declaration to be furnished (Annexure-13)	Applicable
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: Varun Vaidya  Designation: Manager  Deptt: Purchase  Address: Floor no. 5 & 6,Shree Mohini Complex,  345 Kingsway, Nagpur-440001  Mobile-9792334127  Email: vvaidya@bhel.in  2) Name: Biraj Roy  Designation: Sr.Manager  Deptt: Purchase  Address: Floor no. 5 & 6,Shree Mohini Complex,  345 Kingsway, Nagpur-440001  Mobile-9587886706  Email: biraj@bhel.in  3) Mr. P K Biswas  Designation: GM  Deptt: Purchase  Address: Floor no. 5 & 6,Shree Mohini Complex,  345 Kingsway, Nagpur-440001  Email: pkbiswas@bhel.in	Applicable
X	SCHEDULE OF Pre Bid Discussion (PBD)		Not Applicable
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	1) Shri Otem Dai, IAS (Retd.) 2) Shri Bishwamitra Pandey, IRAS (Retd.) 3) Shri Mukesh Mittal, IRS (Retd.)	<del>Applicable</del>

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S No.	ISSUE	DESCRIPTION	
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://eprocurebhel.co.in 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 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	5th Floor, SHREE MOHINI COMPLEX 345,
ADDRESS OF THE COMPANT	KINGSWAY,NAGPUR
NAME OF BANK	STATE BANK OF INDIA
NAME OF BANK BRANCH AND BRANCH CODE	SBI,NAGPUR MAIN BRANCH ,CODE-00432
CITY	NAGPUR
ACCOUNT NUMBER	40227423158
ACCOUNT TYPE	MC-C C Clean (C&I)
IFSC CODE OF THE BENEFICIARY BANK	SBIN0000432
BRANCH	351110000432
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 (<a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a>). The bidder should respond by submitting their offer online only in our e-Procurement platform at (<a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a>). Offers are invited in two-parts only.

#### **Documents Comprising the e-Tender**

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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 etendering 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.
- 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.
- 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.
- 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.

#### 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-:

NIC PORTAL (https://eprocurebhel.co.in)

FOR E-PROCUREMENT ASSISTANCE & TRAINING, NIC PORTAL HELPDESK CONTACTS AS PER FOLLOWING:

For any technical related queries, please call at 24 x 7 Help Desk Number

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0120-4001 002 0120-4200 462 0120-4001 005 0120-6277 787

Peter Raj, NIC, Ph: 9942069052 Email Support: <a href="mailto:support-eproc@nic.in">support-eproc@nic.in</a>

Other details/update yourself from: https://eprocurebhel.co.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 <a href="http://www.mca.gov.in/">http://www.mca.gov.in/</a> → MCA SERVICES → DSC SERVICES

Vendors are requested to go through seller manual available on https://eprocurebhel.co.in.

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):

<del>Sl. no.</del>	Description	Remarks	
	Part I A		
	ENVELOPE - I superscribed as:		
	-PART-I (TECHNO COMMERCIAL BID)		
	TENDER NO:		
	NAME OF WORK:		
	PROJECT:		
	DUE DATE OF SUBMISSION:		
	CONTAINING THE FOLLOWING:		
<del>i.</del> —	Covering letter/Offer forwarding letter of Tenderer.		
<del>ii.</del> —	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		

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	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.	
<del>iv.</del>	All	
	Amendments/Correspondences/Corrigenda/Clarifications/Changes/	
	Errata etc. pertinent to this NIT.	
₩	Integrity Pact Agreement (Duly signed by the authorized signatory)	łf
		applicable
<del>vi.</del>	Duly filled in annexures, formats etc. as required under this Tender	
	Specification/NIT	
<del>vii.</del>	Notice inviting Tender (NIT)	
viii.	Volume - I A : <u>Technical_Conditions of Contract (TCC) consisting of</u>	
	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	
ENVELOPE - II superscribed as:	
PART I (EMD)	
TENDER NO:	
NAME OF WORK:	
PROJECT:	
<del>DUE DATE OF SUBMISSION:</del>	
CONTAINING THE FOLLOWING:	
Earnest Money Deposit (EMD) in the form as indicated in this Tender	

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	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	
ij	Volume II PRICE BID ( Duly Filled in Schedule of Rates - rate/price to	
	<del>be entered in words as well as figures)</del>	

	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			

- 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 PERFORMANCE OF BIDDERS:

➤ 'Monthly Performance' of the bidder for all the package covered under the tendered scope-shall be captured for the packages Under execution'. (refer Table-1)

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➤ The monthly performance rating, shall be calculated as per Online Systems i.e. Contractor Performance Evaluation System (CPES) and Safety Performance Evaluation System (HSEPES). The scores assigned in HSEPES shall be scaled down to 10 and assigned in CPES against the category "HSE" (mentioned in Form F-15).

#### > Explanatory note:

Identified Packages (Unit wise) <u>Table-1</u>

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

- 'Under execution' shall mean works in progress as per the following:
  - (a) Up to execution of 90% of anticipated Contract Value in case of Civil, MM, Structural and Turbo Blower Packages
  - (b) Up to Steam Blowing in case of Boiler/ESP/Piping Packages
  - (c) Up to Synchronization in all Balance Packages

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

- Contractor shall provide the latest contact details i.e. mail-ID and Correspondence Address to SCT
  Department, so that same can be entered in the Contractor Performance Evaluation System, and in case
  of any change/discrepancy same shall be informed immediately. Login Details for viewing scores in
  Contractor Performance Evaluation System shall be provided to the Contractor by SCT Department.
- Performance Evaluation for Activity Month shall be completed in Evaluation Month (i.e. month next to Activity Month) or in rare cases in Post Evaluation Month (i.e. month next to Evaluation Month) after approval from Competent Authority. In case scores are not acceptable, Contractor can submit Review Request to GM Site/ GM Project latest by 27th of Evaluation Month or 5 days after approval of score, whichever is later. However, acceptance/rejection of 'Review Request' solely depends on the discretion of GM Site/GM Project. After acceptance of Review Request, evaluation score shall be reviewed at site and the score after completion of review process shall be acceptable and binding on the contractor.
- Project on Hold due to reasons not attributable to bidder -

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- o **Short hold:** Evaluation shall not be applicable for this period.
- Long hold: Short hold for continuous six months and beyond or hold on account of Force Majeure shall be considered as Long Hold. Evaluation shall not be considered for this period.
- Performance evaluation as specified above in this clause is applicable to Prime bidder and Consortium partner (or Technical tie up partner) for their respective scope of work.
- 10.0 Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc. before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.
- 11.0 For any clarification on the tender document, the bidder may seek the same in writing or through e-mail 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.

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SI. No.	IEM	Email
<del>1.</del>	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in
<del>2.</del>	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in
<mark>3.</mark>	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in

- (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.

#### -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:	Sh P K Biswas	Biraj Roy/ Sr.Manager (Purchase)	
<del>Dept:</del>	Purchase Department		
Address:	Floor No. 5 & 6, Shreemohini Complex, 345 Kingsway, Nagpur 440001		
Email:	<del>pkbiswas@bhel.in</del>	<del>biraj@bhel.in</del>	
Phone:	8617711054	<del>9587886706</del>	

- 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 <u>Reverse Auction:</u> "BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on <a href="https://www.bhel.com">www.bhel.com</a> on "supplier registration page".) for this tender. RA shall be conducted among all the techno-commercially qualified bidders.

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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 **VOID**

- 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.
- 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 <a href="https://www.bhel.com">www.bhel.com</a> 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 <a href="https://www.bhel.com">www.bhel.com</a>.
  - 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.

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

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

#### 29.0 Micro and Small Enterprises (MSE)

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

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

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

- a) MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011 MA dtd. 09/11/2016 office of AS & DC, MSME) only if they submit along with the offer, attested copies of either Udyam Registration Certificate or EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or Udyog Aadhar Memorandum (UAM) & Acknowledgement or EM II Certificate along with attested copy of a CA certificate (format enclosed as Annexure - 3) where deemed validity of EM II certificate of five years has expired applicable for the relevant financial vear (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 eprocurement 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.

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#### 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.

#### 31.1 Compliance to Restrictions under Rule 144 (xi) of GFR 2017

- 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. The Competent Authority for the purpose of this Clause shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).
- 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 Clause 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
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose beneficial owner is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. 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:
  - 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
    - 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 majority of the directors or to control the management or 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

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- 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 the 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 holds 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.

#### Note:

- (i) The bidder shall provide undertaking for their compliance to this Clause, in the Format provided in Annexure-11.
- (ii) Registration of the bidder with Competent Authority should be valid at the time of submission as well as acceptance of the bids.
- 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

(General Manager - Purchase)

#### **Enclosure:**

- 01. Annexure-1: Pre Qualifying Requirements.
- 02. Annexure-2: Check List.
- 03. Annexure 3: Certificate by Chartered Accountant
- 04. Annexure-4: Reverse Auction Process Compliance Form
- 05. Annexure-5: Authorization of representative who will participate in the online Reverse

#### **Auction Process**

- 06. Annexure-6: RA Price Confirmation and Breakup
- 07. Annexure-7: Integrity Pact
- 08. Annexure-8: Undertaking as per PQR C4 of Annexure-1 i.e. PQR
- 09. Annexure-9: Declaration reg. Related Firms & their areas of Activities
- 010. Annexure-10: DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 04TH JUNE, 2020 AND SUBSEQUENT ORDER(S)
- 011. Annexure 11: DECLARATION REGARDING COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (xi) OF GFR 2017
- 012. Annexure 12: Important information

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**ANNEXURE - 1** 

# PRE QUALIFYING CRITERIA

JOB		THE WORK OF RECEIPT, UNLOADING, VERIFYING, SHIFTIN HANDLING AND HANDING OVER OF COMPONENTS FOR RENBOILERS, BHEL T&P & OTHER MATERIALS, COMPONENTS & SERVICES FOR MATERIALS MANAGEMENT ALONG WITH REDYARD INCLUDING TREE PLANTATION AT U#1&2 (210 MW) GSEC	NOVATION & MODIFICA & EQUIPMENT AND PA DEVELOPMENT WORK	ATION OF ROVIDING	
TENDER	NO	BHE/PW/PUR/WNS-MM/3054			
SL NO	PRE QUALIFICATION CRITERIA		Bidders claim in res fulfilling the PQR Cr	•	
			Applicability		
		ssion of Integrity Pact duly signed (if applicable)  To be submitted by Prime Bidder & Consortium / Technical			
Α	`	partner jointly in case Consortium bidding is permitted,	APPLICABLE		
		vise by the sole bidder)			
	B) <u>Tec</u>	chnical PQR:			
	( <b>B.2)</b> a submi	r shall essentially meet all the Qualifying Requirements as under, in the last seven years as on latest date of bid ssion:  ot Applicable			
В	B.2) Bidder must have, achieved/Executed any one of the following (i.e. B.2.1 OR B.2.2 OR B.2.3 OR B.2.4) in last seven years as on the latest date of offer Submission:				
	a sing	"One job of Material* unloading of 5,600 MT or higher in le Work Order" OR "One job of Material* unloading of of Rs.71.7 Lakhs or higher in a single Work Order in any ry, Industrial or Infrastructure project or Thermal Power t.	APPLICABLE		
		OR			
	higher 44.9 L	"Two jobs of Material* unloading each of 3,500 MT or "OR Two jobs of Material* unloading each of value Rs. akhs or higher in any Industry, Industrial or Infrastructure t or Thermal Power Project.  OR			
	higher 35.9 L	"Three jobs of Material* unloading each of 2,800 MT or "OR Three jobs of Material* unloading each of value Rs. akhs or higher in any Industry, Industrial or Infrastructure to Thermal Power Project.  OR			
	O&M o	Bidder must have Executed At least One E&C / R&M / of "Boiler/ ESP/FGD/STG/ GTG / Material Handling System HP,AHP, Limestone Handling etc.) or Industrial System etc. Chemical, refinery, Process plant etc.)" consisting handling			
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	of minimum 5,600 MT material in a single work order.			
	(*Material:			
	i) 'Material' shall mean Plant Materials ('Power Plant' / 'Industrial'			
	Equipment/components) and it may or may not include			
	Reinforcement Steel/ Structural Steel  ii) Handling of Cement bags, Sacks, Packages, Coal, sand and all			
	kind of minerals shall not be considered.			
	iii) Work Order containing only Reinforcement Steel/ Structural			
	Steel / Cement bags/ Sacks/ Packages/ Coal/ sand/ all kind of			
	minerals/any combinations of the above shall not be considered)			
	Bidders must have achieved an average annual financial			
C.1	turnover (audited) of Rs. 26.91 Lakhs or more over last three	APPLICABLE		
	Financial Years (FY) i.e. '2021-22, 2022-23 & 2023-2024'.			
0.0	NETWORTH (only in case of Companies)	ADDUGADU		
C.2	Net worth of the Bidder based on the latest Audited Accounts as	APPLICABLE		
	furnished for 'C-1' above should be positive.  PROFIT			
	Bidder must have earned profit in any one of the five Financial			
0.0	Years as applicable in the last five Financial Years ("2019-	10010101		
C.3	2020,2020-21, 2021-22 , 2022-23 & 2023-24 as on date).	APPLICABLE		
	Bidders to submit audited balance sheets and profit & loss			
	statements for the years as supporting documents.			
	Bidder must not be under Bankruptcy Code Proceedings (IBC) by			
C-4	NCLT or under Liquidation / BIFR, which will render him ineligible	APPLICABLE		
	for participation in this tender, and shall submit undertaking			
	(Annexure-8) to this effect.  VOID	NOT APPLICABLE		
D	Approval of Customer (if applicable):	NOT APPLICABLE		
Е	Approval of oustorner (if applicable).	NOT APPLICABLE		
	Price Bid Opening		53.4	
F	Note: Price Bids of only those bidders shall be opened who stand		BY	
	qualified after compliance of criteria A to E		BHEL	
G	Consortium tie-ups	NOT APPLICABLE		
	Explanatory Notes for the PQR (unless otherwise specified in the P	<u>QR):</u>		
	Explanatory Notes for PQR B.1 (Technical)			
	<ul> <li>For the criteria (B.1), actual executed value shall be cor</li> </ul>	isidered <u>.</u>		
	Value of work is to be undeted with indices for IIAII land	ia Aug Canauman D	بنمامين	
	<ul> <li>Value of work is to be updated with indices for "All Ind for industrial workers" and "Monthly Whole Sale Price In</li> </ul>	_		
	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-			
	prior to the month of latest and date of bid dubinionion			
	$P = R + 0.425 \times R \times (X_N - X_0) + 0.425 \times R \times (Y_N - Y_0)$			
	X <sub>0</sub> Y <sub>0</sub>			
	Where			
	P = Updated value of work			

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- 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).
- $X_0$  = All India Avg. Consumer Price index for industrial workers for last month of work execution
- Y<sub>N</sub> = Monthly Whole Sale Price Index for All Commodities for 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).
- $Y_0$  = Monthly Whole Sale Price Index for All Commodities for last month of work execution
- 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.
  - I. "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

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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

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

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

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

#### **Common Explanatory Notes:**

- 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 'B' above should be in the last 7 years ending on the 'latest date of Bid Submission' of Tender irrespective of date of the start of work. Completion date shall be reckoned from the "Financial Year quarter of bid submission". (for e.g. -Work completed on 01.01.2014 shall be considered even if latest date of bid submission is 20.03.2021).
- 3. "Executed" means the bidder should have achieved the technical criteria specified in the Common OR even if the Contract has not been completed or closed.
- 4. In case the Experience/PO/WO certificate enclosed by bidders do not have separate break up of prices for the E&C portion for Electrical and C&I works (i.e. the certificates enclosed are for composite order for supply and erection of Electrical and C&I and

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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 "B1Technical 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.
  - I. In case Prime Bidder withdraws or insolvency / liquidation / winding up proceedings have been initiated / admitted against the Prime Bidder, BHEL reserves the right to 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-
Certificate for relationship b	petween Parent Company / Subsid	liary Company and the bidder
To,		
***************************************		
Dear Sir,		
Sub: Bid for NIT No	dated for "	" (name of the tender).
Bid Submission Date) are give	y Company as on(not een as below:  Name of Subsidiary Company	Percentage of Equity Holding of Parent Company in
		Subsidiary Company

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Format-2 Undertaking from the Parent Company/ Subsidiary Company of the bidder (On the Letter Head of Parent Company/ Subsidiary Company, as applicable) From, Name: Full Address: Telephone No.: E-mail address: Fax/No.: To. Dear Sir, "We have carefully read and examined in detail the NIT/Tender Terms and Conditions, including in particular, Clause .... of the NIT/Tender, regarding submission of an Undertaking, as per the prescribed Format 1 of the NIT/ Tender. We confirm that M/s......(the Bidder) has been authorized by us to use our Technical capability for meeting the Technical Criteria as specified in Clause......of the PQR of the NIT/Tender referred above. We agree to submit the Security Deposit equivalent to 1% of the total contract value in addition to Security Deposit to be submitted by Bidder as per Clause.........of the NIT/Tender for fulfillment of all obligations in terms of provisions of the contract, in the event of ......(the Bidder) being selected as the Successful Bidder. We confirm that we along with M/s......(the bidder), are jointly or severally responsible for successful performance of the contract. We confirm that our company shall not participate in the above tender as a 'Standalone Bidder' or as a 'Consortium bidder' and also shall not authorize any other bidder to use our Technical capability for the above tender. All the terms used herein but not defined, shall have the meaning as ascribed to the said terms under the referred NIT/Tender.

Signature of Managing Director/Authorized signatory of Parent/ Subsidiary Company

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**ANNEXURE - 2** 

# **CHECK LIST**

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

1	Name and Address of the Tenderer			
2	Details about type of the Firm/Company			
3.a	Details of Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:		
3.b	Details of alternate Contact person for this Tender	Name: Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:		
4	DD No:  Bank :  Please tick (√) which  ONE TIME EMD / ON		Date : Amount: ichever applicable:- NLY FOR THIS TENDER	
5	Validity of Offer	TO BE VALID FOR S	IX 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 la	st three years	Applicable/ <del>Not</del> Applicable	YES/NO
8	Copy of GST & PAN Card		Applicable/ <del>Not</del> Applicable	YES/NO
9	Whether all pages of the Tender documents including annexures, appendices etc. are read understood and signed		Applicable/ <del>Not</del> Applicable	YES/NO
10	Integrity Pact		Applicable/Not Applicable	YES/NO
11	OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER		Applicable/ <del>Not</del> Applicable	YES/NO
12	Declaration by Authorized Signatory		Applicable/Not Applicable	YES/NO
13	No Deviation Certificate		Applicable/Not Applicable	YES/NO

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14	Declaration confirming knowledge about Site Conditions	Applicable/ <del>Not</del> Applicable	YES/NO
15	Declaration for relation in BHEL	Applicable/Not Applicable	YES/NO
16	Non-Disclosure Certificate	Applicable/ <del>Not</del> Applicable	YES/NO
17	Bank Account Details for E-Payment	Applicable/ <del>Not</del> Applicable	YES/NO
<del>18</del>	Capacity Evaluation of Bidder for current Tender	Applicable/Not Applicable	YES/NO
19	Tie Ups/Consortium Agreement are submitted as per format	Applicable/Not Applicable	YES/ NO
20	Power of Attorney for Submission of Tender/Signing Contract Agreement	Applicable/ <del>Not</del> <del>Applicable</del>	YES/NO
	Power of Attorney of Consortium Partner.		
21	Analysis of Unit rates	Applicable/ <del>Not</del> Applicable	YES/NO
22	Annexure-5: Authorization of representative who will participate in the online Reverse Auction Process	Applicable/ <del>Not</del> Applicable	YES/NO
23	Annexure-6: RA Price Confirmation and Breakup	Applicable/ <del>Not</del> Applicable	YES/NO
24	Annexure-8: Undertaking as per PQR C4 of Annexure-1 i.e. PQR	Applicable/ <del>Not</del> Applicable	YES/NO
25	Annexure-9: Declaration reg. Related Firms & their areas of Activities (x) Other Tender documents as per this NIT.	Applicable/ <del>Not</del> Applicable	YES/NO
26	Annexure-10 Declaration regarding minimum local content	Applicable/ <del>Not</del> Applicable	YES/NO
27	Annexure-11: Declaration regarding compliance to restrictions under rule 144 (xi) of GFR 2017	Applicable/ <del>Not</del> 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:	<b>AUTHORISED SIGNATORY</b>

(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)

(In a set of the Control of the Cont	ha Cartha and afficial at
• • • •	having its registered office at
	is registered under MSMED Act 2006, (Entrepreneur
	gistration Certificate No(Micro/Small/Medium)). (Copy enclosed).
ata, Gategory.	
Further verified from the Rook	cs of Accounts that the investment of the company as per the latest audited
financial year as per MS	, , ,
mandar year	MED 700 2000 15 do 10110WS.
1. For Manufacturing Enterp	rises: Investment in plant and machinery (i.e. original cost excluding land
	pecified by the Ministry of Small Scale Industries vide its notification No. S.O.1722(E
dated October 5, 2006:	
RsLacs	
For Service Enterprises: Investme	ent in equipment (original cost excluding land and building and furniture, fitting
	ed to the service rendered or as may be notified under the <b>MSMED</b> Act, 2006:
·	a to the control of the may be notified under the momes had a
RsLacs	
For Fotomoriose (housing FM II Oom	tificate / valid NOIO Contificate on Ilducat Applican Management in the contract of
	tificate/ valid NSIC Certificate or Udyog Aadhar Memorandum): Investment i
	ment is RsLacs and turnover is RsLacs (a
notified in MSME notification r	no. S.O. 2119 (E) dated 26.06.2020)
	<del>ment is Rs Lacs and turnover is Rs Lacs (ano. S.O. 2119 (E) dated 26.06.2020)</del>
Tiotined in MoME flotined to Fi	(Strike off whichever is not applicable)
The above investment of Re	Lacs is within permissible limit of
RsLacs for	
Category under MSMED Act 2006.	
bategory ander MoMED Act 2000.	
The enterprise has been graduated	<del>Or</del>
	Or upward from its original category (micro/small/medium) (strike off which a
not applicable), the enterprise shall	Or  upward from its original category (micro/small/medium) (strike off which maintain its prevailing status till expiry of one year from the close of year of
not applicable), the enterprise shall registration, as notified vide S.O. N	Or upward from its original category (micro/small/medium) (strike off which a
not applicable), the enterprise shall registration, as notified vide S.O. N	Or upward from its original category (micro/small/medium) (strike off which maintain its prevailing status till expiry of one year from the close of year oc. 2119 (E) dated 26.06.2020 published in the gazette notification date
not applicable), the enterprise shall registration, as notified vide S.O. N 26.06.2020 by Ministry of MSME.	Or upward from its original category (micro/small/medium) (strike off which maintain its prevailing status till expiry of one year from the close of year occupants. 2119 (E) dated 26.06.2020 published in the gazette notification date  Or
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not applicable), the enterprise shall registration, as notified vide S.O. Note: 26.06.2020 by Ministry of MSME.  The enterprise has been reverse grant applicable), the enterprise will contained be given the benefit of the changed in which such change took place, as	Or  upward from its original category (micro/small/medium) (strike off which maintain its prevailing status till expiry of one year from the close of year of the gazette notification date  Or  aduated from its original category (micro/small/medium) (strike off which ontinue in its present category till the closure of the financial year and it wi status only with effect from 1st April of the financial year following the year onotified vide S.O. No. 2119 (E) dated 26.06.2020 published in the gazette
not applicable), the enterprise shall registration, as notified vide S.O. Notes.  26.06.2020 by Ministry of MSME.  The enterprise has been reverse grant applicable), the enterprise will concern the benefit of the changed in which such change took place, as notification dated 26.06.2020 by Motes.	Or  upward from its original category (micro/small/medium) (strike off which maintain its prevailing status till expiry of one year from the close of year of the gazette notification date  Or  aduated from its original category (micro/small/medium) (strike off which ontinue in its present category till the closure of the financial year and it wi status only with effect from 1st April of the financial year following the year onotified vide S.O. No. 2119 (E) dated 26.06.2020 published in the gazette
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not applicable), the enterprise shall registration, as notified vide S.O. N 26.06.2020 by Ministry of MSME.  The enterprise has been reverse grand applicable), the enterprise will complete the given the benefit of the changed	Or  upward from its original category (micro/small/medium) (strike off which maintain its prevailing status till expiry of one year from the close of year of the gazette notification date  Or  aduated from its original category (micro/small/medium) (strike off which ontinue in its present category till the closure of the financial year and it wistatus only with effect from 1st April of the financial year following the year ontified vide S.O. No. 2119 (E) dated 26.06.2020 published in the gazette
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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/WNS-MM/3054} 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 <u>Annexure 6</u> 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)

То

- 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

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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**INTEGRITY PACT (Not applicable)** 

rg 34 01 96	E-Tender Specification No: BHE/PW/PUR/WNS-MM/3054	Pg 34 of 98
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ANNEXURE - 8

#### **UNDERTAKING**

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

To,

GM-PURCHASE, BHEL-PSWR, Floor No. 5&6, Shri Mohini Complex 345, KINGSWAY, NAGPUR-440001

Dear Sir/Madam,

Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS

Ref: NIT/Tender Specification No: BHE/PW/PUR/WNS-MM/3054

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:

	ler Specification No: BHE/PW/PUR/WNS 		Pg 35 of 98
			Annexu
	<u>DE</u>	CLARATION	
			D .
•			Date:
0	GM-PURCHASE, BHEL-PSWR,		
	Floor No. 5&6, Shri Mohini Complex		
	345, KINGSWAY, NAGPUR-440001		
ub:	Details of related firms and their area	of activities	
oar C	sir/ Madam,		
ear S	on/ Madam,		
lease	e find below details of firms owned by ou	r family members that are	e doing business/ registered
	item with BHEL,		
1	Material Category/ Work Description		
	Name of Firm		
	Address of Firm		
	Nature of Business		
	Name of Family Member		
2	Relationship  Material Category/ Work Description		
2	Name of Firm		
	Address of Firm		
	Nature of Business		
	Nature of Business  Name of Family Member		
	Nature of Business  Name of Family Member  Relationship		

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Annexure-10

# DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 04TH JUNE, 2020 AND SUBSEQUENT ORDER(S)

To,	
GM-PURCHASE, BHEL-PSWR, Floor No. 5&6, Shri Mohini Complex 345, KINGSWAY, NAGPUR-440001	
Dear Sir,	
<b>Sub</b> : Declaration reg. minimum local content in line with Public Procurement (Preference to Make in India), Order 2017-Revision, dated 04th June, 2020 and subsequent order(s).	
Ref: 1) NIT/Tender Specification No: BHE/PW/PUR/WNS-MM/3054 2) All other pertinent issues till date	
We hereby certify that the items/works/services offered by	
The details of the location(s) at which the local value addition is made are as follows:  1	
(Signature, Date & Seal of	
** - Strike out whichever is not applicable.	
Note:  1. Bidders to note that above format Duly filled & signed by authorized signatory, shall be submitted along with the techno-commercial offer.	
2. In case the bidder's quoted value is in excess of Rs. 10 crores, the authorized signatory for this declaration shall necessarily be the statutory auditor or cost auditor of the company (in the case of companies) or practising cost accountant or practicing chartered accountant (in respect of suppliers other than companies)	

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

In the event of false declaration, actions as per the above order and as per BHEL Guidelines shall be initiated

against the bidder.)

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Annexure-11

To,
GM-PURCHASE, BHEL-PSWR, Floor No. 5&6, Shri Mohini Complex 345, KINGSWAY, NAGPUR-440001
Dear Sir,
Sub: Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017
Ref: 1) NIT/Tender Specification No: BHE/PW/PUR/WNS-MM/3054 2) All other pertinent issues till date
I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. I certify that (specify the name of the organization here),
<ul> <li>(a) is not from such a country /</li> <li>(b) has been registered with the Competent Authority (attach valid registration by the Competent Authority, i.e., the Registration Committee constituted by the Dept. for Promotion of Industry and Internal Trade (DPIIT))</li> </ul>
and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. (attach relevant valid registration, if applicable)
I hereby certify that we fulfil all requirements in this regard and is eligible to be considered.
Thanking you, Yours faithfully,
(Signature, Date & Seal of Authorized Signatory of the Bidder)
(Signature, Date & Seal of Authorized Signatory of the Bidder)  Authorized Signatory of the Bidder  Ote: Bidders to note that in case above certification given by a bidder, whose bid is accepted, is found to be false, ther

**Note:** Bidders to note that in case above certification given by a bidder, whose bid is accepted, is found to be false, then this would be a ground for immediate termination and for taking further action in accordance with law and as per BHEL guidelines.

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#### **Annexure-12: 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:**

GM / 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:

Sr.Manager Purchase, Email: <a href="mailto:biraj@bhel.in">biraj@bhel.in</a> Manager / Purchase, email: <a href="mailto:vvaidya@bhel.in">vvaidya@bhel.in</a>,

GM Purchase, Email: pkbiswas@bhel.in. Ph: +91 - 712 - 2858 - 633

- 1. Refer the abridged version of extant 'Guidelines for suspension of business dealings with suppliers/contractors' which is available at <a href="https://www.bhel.com/sites/default/files/suspension\_guidelines\_abridged.pdf">www.bhel.com/sites/default/files/suspension\_guidelines\_abridged.pdf</a>
- 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. BHEL Fraud Prevention Policy: "The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice."
- 5. "Pradhan Mantri Kaushal Vikas Yojna: The contractor shall, at all stages of work deploy skilled/semiskilled 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".
- 6. Conflict of Interest among Bidders/ Agents:

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- "A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. *The bidder found to have a conflict of interest shall be disqualified*. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
- a) they have controlling partner (s) in common; or
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- c) they have the same legal representative/agent for purposes of this bid; or
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
- e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; or
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:
- 1. The principal manufacturer directly or through one Indian agent on his behalf; and
- 2. Indian/foreign agent on behalf of only one principal;

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- g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; **or**
- h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/common business/management units in same/similar line of business."
- 7. 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.

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The Hongkond and Shanghai Banking Corporation Ltd

ICICI Bank Ltd.

IDBI Ltd.

Punjab National Bank

Standard Chartered Bank

State Bank of Travancore

State Bank of Hyderabad

Syndicate Bank

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

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

#### 8. 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 <a href="www.bhel.com/guidelines-reverse-auction-2024">www.bhel.com/guidelines-reverse-auction-2024</a>) for this tender. RA shall be conducted among the techno-commercially qualified bidders.

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

#### Note:-

- 1. Reverse Auction will be conducted if two or more bidders are techno-commercially qualified.
- 2. Wherever RA is opted in a tender, the techno-commercially qualified H1 will not be allowed to participate in RA. In case more than one H1 bidder quote the same rate, the Price Offer received last, as per the time log of the Portal, shall be removed first, on the principle of last in, first out by the system.
- 3. However, H1 will be allowed to participate in RA in the following cases:
  - a) If number of techno-commercially qualified bidders are only 2 or 3.
  - b) In case Primary product of only one OEM is left in contention for participation in RA on elimination of H1.
  - c) For cases where there are more than 3 techno-commercially qualified bidders, if lowest bidder in sealed price bid is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE lowest bidder.
  - d) For cases where there are more than 3 techno-commercially qualified bidders, if lowest bidder in sealed price bid is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII lowest bidder.
- 9. Clause no. 2.24 of GCC PERFORMANCE GUARANTEE FOR WORKMANSHIP shall be not be applicable
- 10. Overrun Compensation (Clause no. 2.12 of GCC) shall be applicable for Section A1 only

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- **11.** PRICE VARIATION COMPENSATION (Clause no. 2.17 of GCC) shall be applicable for Section A1 only.
- 12. Interest bearing recoverable advances- CI no. 2.13 of GCC, is not applicable

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#### **Annexure-13 for Bid Security Declaration**

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

To,

GM/Purchase BHEL PSWR Floor No. 5 & 6, Shree Mohini Complex, 345-Kingsway, Nagpur-440001

Dear Sir/Madam,

Sub: Bid Security Declaration

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JOB Description: THE WORK OF RECEIPT, UNLOADING, VERIFYING, SHIFTING, STACKING, PRESERVATION, HANDLING AND HANDING OVER OF COMPONENTS FOR RENOVATION & MODIFICATION OF BOILERS, BHEL T&P & OTHER MATERIALS, COMPONENTS & EQUIPMENT AND PROVIDING SERVICES FOR MATERIALS MANAGEMENT ALONG WITH REDEVELOPMENT WORK OF OPEN YARD INCLUDING TREE PLANTATION AT U#1&2 (210 MW) GSECL WANAKBORI TPS

- I/We Mr/ Ms...... authorised person to sign the bid documents for tender pertaining to the captioned scope do hereby declare that I/We have gone through the entire tender documents including terms and condition mentioned in the tender documents and undertake to comply with them.
- 2. I/We further declare that we will not withdraw our bid or modify our offer during the period of validity of the bid after the deadline for submission of such documents.
- 3. If I/we withdraw or modify the bids during the period of validity, or if I/We are awarded the contract and fail to sign the contract, if applicable or to submit security deposit as defined in the tender document/LOA, we will be suspended for the period of time as specified in the tender document from being eligible to submit bids/proposals to BHEL.

Signature of the Authorised Signatory (With Name, Designation and Company seal)

Place	•
Date:	

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

BHARAT HEAVY ELECTRICALS LIMITED



# TECHNICAL CONDITIONS OF CONTRACT (TCC) CONTENTS

SI No	DESCRIPTION	Chapter
Volume-IA	Contract specific details & Technical Specifications	
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2.	Scope of Works	Chapter-II
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4.	T&Ps and MMEs to be deployed by Contractor	Chapter-IV
5.	General	Chapter-V
6.	Material Handling & Material Management	Chapter-VI
6(A).	Material Handling & Material Management of Material Received by Road	Chapter-VI(A)
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7.	Redevelopment Work of Open Yards	Chapter-VII
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### TECHNICAL CONDITIONS OF CONTRACT (TCC) Chapter-I: Project Information

	Project Information	
1.0	Project Title	
1.1	Project Name	(2X210MW) Wanakbori TPS- R&M Package
1.2	Rating/Plant Capacity	U#1&2 (210 MW)
1.3	Owner	GSECL
2.0	Vicinity Map	
3.0	Location	
	The GSECL Wanakbori site is located at Dis	trict Kheda
4.0	Access to Site	
	The site is approachable from National Hi	ighway -47, which connects the site with Anand.
	* *	) km from the project site. The nearest railway
	station is Godhara & Anand. The nearest- a	irport is at Vadodara & Ahmedabad
5.0	Meteorological conditions	

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### TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-II: Scope of Works

#### SCOPE OF WORK

The Scope of work of this tender specification of Materials Handling - Material Management services, Redevelopment Work of open yards & Tree Plantation & Watering for U#1&2 (210 MW) GSECL Wanakbori Boiler R&M Project, Dist - Kheda, (Near Anand) Gujrat, shall broadly as under:

SCOPE OF WORK IS FURTHER DETAILED IN VARIOUS HEADS HEREAFTER:-

SECTION (A): MATERIAL MANAGEMENT OF STORES

SECTION (B): REDEVELOPMENT WORK OF OPEN YARDS

SECTION (C): TREE PLANTATION, GUARDING & REGULAR WATERING

#### **MATERIAL MANAGEMENT OF STORES**

- 1. The work Receipt, Unloading, Verifying, Shifting, Stacking, Preservation, Handling And Handing Over of components for Renovation & Modification of Boilers and other related items including items Of BOP's Packages; BHEL T&P & other materials; components & equipment and providing services For Materials Management at U#1&2 (210 MW) GSECL Wanakbori Boiler R&M Project.
- 2. Scope of work includes Material Handling and Management (Incl. Issue, verification, stacking, shifting and record keeping etc.) of materials receipt at BHEL Site/ store from various units of BHEL or from any other source of BHEL. Tentative quantities of all such materials expected to be received at site are given in the tender Document.
- 3. Unloading of all types of heavy consignments and/or over-dimensional consignments directly from trailers by suitable crane/s or by jack & sleeper method as per instruction of BHEL Engineer.
- 4. The required jack & sleeper are to be arranged by the contractor.
- 5. Receipt of materials dispatched by road transport on door delivery basis at the BHEL stores and unloading thereof.
- 6. Collection of materials dispatched by road transport on godown delivery basis from transporters' godown, loading at transporters godown, local transport up to BHEL stores / storage yard and unloading thereof.

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### TECHNICAL CONDITIONS OF CONTRACT (TCC) Chapter-II: Scope of Works

- 7. **Preliminary verification** of all materials at the time of unloading from transport vehicle or while receiving consignments from transporters' Godown, as the case may be, reporting immediately the discrepancies like damages and shortages noticed.
- 8. **Detailed verification** of materials with reference to packing list and loading advice slip after unpacking of boxes & crates; repacking, where called for, after detailed verification; preparation of receipt inspection reports.
- 9. **Stacking and storing** at BHEL open storage yard / covered stores / closed & semi-closed sheds, and submission of stacking / storing records.
- 10. **Preservation of the materials** in accordance with BHEL preservation manual and as per BHEL instructions.
- 11. General cleaning, grass cutting and upkeep of storage yard, covered and semi-closed stores sheds within the quoted rates for unloading, verification and stacking.
- 12. Providing Materials Management Services.
- 13. Re-handling and restacking of materials as and when called for by BHEL. This also includes excess / redundant / scrap materials returned to stores by BHEL erection contractors.
- 14. Handling and loading of outgoing materials those are to be sent to other destinations.

#### 2.1 MAJOR PACKAGES TO BE HANDLED ARE AS UNDER:

Components of the following major systems are to be handled under this contract:

- 1. Economizer
- 2. LTSH
- SCW
- 4. Radiant Roof Casing
- 5. Bactsays, Seal Boxes, Access Doors, Soot Blowers
- 6. Piping of various sizes
- 7. Mills & Hangers
- 8. Duct & Dampers
- 9. APH
- 10. HEA Igniter
- 11. Thermal insulation & cladding material.
- 12. Other BHEL supplied (manufactured/bought out items).

### TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-II: Scope of Works

- 13. BOP Package items
- 14. Cable & cable trays etc.
- 15. Electrical Items
- 16. Control & Instrumentations Items
- 17. Fabricated Structure
- 18. Chemicals. Paints etc.
- 19. Construction equipment's of BHEL sent in assembled / dismantled condition and other items received from other sites/locations.
- 20. Materials and consumables required for erection & commissioning of plant.

The above list is not exhaustive; it only includes most common major packages. It should in no way a basis for any claim/dispute on account of any variation. The intent of specification is to provide the complete material handling and material management services. All the work shall be carried out as per the instructions of BHEL engineer which shall be final and binding on the contractor.

#### 2.2 BILL OF QUANTITY

Summary of Weight of BOQ under the Scope:-

#### 2.2.1 GENERAL IDEA OF WEIGHTS TO BE HANDLED FOR MM WORKS

Total approx. weight to be unloaded of -

R&M associated systems equipment's & Pre-fabricated structure for both the units: **7000 MT** (Approx.)

#### 2.2.2 Some of the Major Heavy Single Consignments are as furnished below:

S.N.	Item Description	Qty for (Each Unit)	Dimensions (m) (L x W x H)	Unit Weight (Approx.) (MT)	Total Weight (Approx.) (MT)
1	APH Module	2	9.0x2.6x2.6	26 MT	110 MT

The weight indicated above (2.2.2) is for EACH UNITS & are only the tentative indication and should in no way become a basis for any claim on account of any variation in actual weight. Work shall be carried out for all the Equipment's received from various manufacturing units and their vendors for the project under this specifications and drawings.

2.3 The intent of specification is to provide Material Handling and Materials Management services according to the most modern and proven Techniques and codes. The omission of specific reference to any method, equipment or materials necessary for proper and efficient

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### TECHNICAL CONDITIONS OF CONTRACT (TCC) Chapter-II: Scope of Works

unloading, transportation, verification, stacking & preservation etc. shall not relieve the contractor of the responsibility of providing such facilities to complete the work without any extra compensation.

- **2.4** All the work shall be carried out as per the instructions of BHEL engineer. BHEL engineer's decision regarding correctness of the work and method of working shall be final and binding on the contractor.
- **2.5** The contractor shall perform all required services which may not be specified herein but nevertheless required for the completion of work within quoted rates.
- **2.6** All necessary certificates and licenses required to carry out this work are to be arranged by the contractor expeditiously.
- **2.7** All cranes, transport equipment's, handling equipment, tools, tackles, fixtures, equipment, manpower, supervisors/engineers, consumables (excluding those indicated as BHEL scope), etc. required for this scope of work shall be provided by the contractor.
- **2.8** All expenditure including taxes and incidentals in this connection will have to be borne by the contractor unless otherwise specified in the relevant clauses elsewhere here. The contractor's quoted rates shall include of all such contingencies. In this connection refer relevant clause of general conditions of contract.

#### REDEVELOPMENT WORK OF OPEN YARDS.

- (a) Redevelopment Work of open shed (40M X 50M) 01 Yard :-
  - (ii) Clearing & leveling of open Yard.
  - (iii) Supply & erection of Chain Link wire fencing with supports.
  - (vi) Supply & erection of Gate with locking facility.
  - (vi) Electrification including lighting arrangement in side as well as out side of open yard. Fixing of JBs, cables & fixtures is in the scope of bidder.
- (b) Internal electrification of PEB closed store sheds.

NOTE: Fabrication & Erection of PEB Close Shed (15X60M) Qty - 01 shall be in the scope of BHEL.

Bidders Scope of work for PEB Close shed

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### TECHNICAL CONDITIONS OF CONTRACT (TCC) Chapter-II: Scope of Works

(i) Only Electrification including lighting arrangement in side as well as out side of PEB Close shed including Fixing of JBs, switches, cables, lighting arrangement & fixtures is in the scope of bidder.

#### TREE PLANTATION, GUARDING & REGULAR WATERING

Bidder shall have to Supply, Plantation of 2230 Plants & take care (i.e. tree plantation, guarding, regular watering etc) of tree / plants up to completion of E&C Work. The supplied tree plats shall be Mango Tree, Neem Tree, Banyan Tree, Peepal tree, Gulmohar Tree, Garmalo Tree, Deodar Tree, Ashoka Tree, Saag Tree, Sandal Wool, Sheesham Tree, Jamun Tree, Chickoo Tree, Guava Tree, Custer Apple Tree etc. The said tree shall be planted at the place (land within the power plat premises) as per instruction of BHEL Engineer.

- (a) TWO (02) separate person (Mali) to be deployed by bidder for plantation, guarding & watering of plants.
- (b) The plantation shall be started along with the start date of E&C of Second unit. The tentative duration of caring & watering of plant shall be 6 months from the date of plantation.
- (c) The number of alive plants shall be counted at the end of E&C work, it should not be less than 2230.

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	Description	Scope	/ to be		
SI. No	·	taken care by		Remarks	
	PART I	BHEL	Bidder		
3.1	ESTABLISHMENT				
3.1.1	FOR CONSTRUCTION PURPOSE:				
A	Open space for office (as per availability)	Yes		BHEL Shall arrange Porta cabin for office use & location will be jointly decided.	
В	Open space for storage (as per availability)	Yes		Note: There are following locations identified:- (1) Close Sheds – 01 (2) Open Sheds – 01 Bidder shall make his establishment accordingly for material handling and MM services.	
С	Construction of bidder's office, canteen and storage building including supply of materials and other services		Yes	BHEL Shall arrange Porta Cabin, however supply of materials and other services shall be arranged by bidder	
D	Bidder's all office equipments, office / store / canteen consumables		Yes		
E	Canteen facilities for the bidder's staff, supervisors and engineers etc		Yes		
F	Fire fighting equipments like buckets, extinguishers etc		Yes		
G	Fencing of storage area, office, canteen etc of the bidder		Yes		
3.1.2	FOR LIVING PURPOSES OF THE BIDDER				
А	Open space for labour colony (as per availability)		Yes	GSECL shall provide quarters in GSECL township on chargeable basis (if available)	
В	Labour Colony with internal roads, sanitation, complying with statutory requirements			N/A	
3.2.0	ELECTRICITY				
3.2.1	Electricity For construction purposes				

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	Description	Scope	/ to be		
SI. No	·	taken care by		Remarks	
	PART I	BHEL	Bidder		
А	Single point source (415 V, A.C., 3 Phase , 50 Hz)	Yes		Chargeable. The charges for the actual energy consumed by the Contractor shall be Recovered by BHEL based on the prevalent rate of GSECL + Applicable Taxes / Duties, if any.	
В	Further distribution including all materials, Energy Meter, Protection devices and its service		Yes		
С	Duties and deposits including statutory clearances if applicable		Yes		
3.2.2	Electricity for the office, stores etc of the bidder				
A	Single point source	Yes		Chargeable. The charges for the actual energy consumed by the Contractor shall be Recovered by BHEL based on the prevalent rate of GSECL + Applicable Taxes / Duties, if any.	
В	Further distribution including all materials, Energy Meter, Protection devices and its service		Yes		
С	Duties and deposits including statutory clearances if applicable		Yes		
3.2.3	Electricity for living accommodation of the bidder's staff, engineers, supervisors etc		Yes		
А	Single point source		Yes		
В	Further distribution including all materials, Energy Meter, Protection devices and its service		Yes		
С	Duties and deposits including statutory clearances if applicable		Yes		
3.3.0	WATER SUPPLY				
3.3.1	For construction purposes:				
А	Making the water available at single point		Yes	Contractor shall make all arrangements himself for supply of construction water through water tanker.	

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	Description	Scope	/ to be		
SI. No		taken care by		Remarks	
	PART I	BHEL	Bidder		
В	Further distribution as per the requirement of work including supply of materials and execution		N/A		
3.3.2	Water supply for bidder's office, stores, canteen etc.				
А	Making the water available at single point		Yes	Contractor shall make all arrangements himself for supply of potable water for labour and other personnel at the work site.	
В	Further distribution as per the requirement of work including supply of materials and execution		Yes		
3.3.3	Water supply for Living Purpose				
A	Making the water available at single point		Yes	Contractor shall make all arrangements himself for supply of potable water for labour and other personnel at the living place.	
В	Further distribution as per the requirement of work including supply of materials and execution		Yes		
3.4.0	LIGHTING			Note: The area lightning of BHEL's Material store/ yard / Store Office and premises shall be in the scope of Bidder. BHEL will provide the detail of lighting required at different places.	
a.	For construction work (supply of all the necessary materials) At office/storage area.		Yes		
В	For construction work (execution of the lighting work/ arrangements) At office/storage area.		Yes		
С	Providing the necessary consumables like bulbs, switches, etc during the course of project work		Yes		

SI. No	Description	-	/ to be care by	Remarks
	PART I	BHEL	Bidder	
D	Lighting & Fan for the living purposes of the bidder at the colony / quarters (as applicable)		Yes	
3.5.0	COMMUNICATION FACILITIES FOR SITE OPERATIONS OF THE BIDDER			
а	Internet, wi-fi, e-mail services etc		Yes	02 Nos of Modem for office/store work
3.6.0	COMPRESSED AIR wherever required for the work		Yes	
3.7.0	Demobilization of all the above facilities		YES	
3.8.0	TRANSPORTATION			
а	For site personnel of the bidder		Yes	
В	For bidder's equipments and consumables (T&P, Consumables etc)		Yes	

Note: There are following locations identified for storage purpose:-

- (1) Close Sheds 01 (Around 01 Km form Erection Site)
- (2) Open Sheds 01 (Around 01 Km from Erection Site)

Bidder shall make his establishment accordingly for material handling and MM services.

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#### LIST OF TOOL & PLANTS TO BE DEPLOYED BY THE CONTRACTOR -

SN	DESCRIPTION OF EQUIPMENTS	CAPACITY (MINIMUM)	MINIMUM QUANTITY	REMARKS
1	New generation Pick & carry type tyre mounted mobile crane.	12/14 MT or above	01	To be deployed before arrival of First Consignment as per instruction of BHEL Engineer.
2	New generation Pick & carry type tyre mounted mobile crane.	18/20 MT or above	01	To be deployed before arrival of First Consignment as per instruction of BHEL Engineer.
3	Tractor trailer	15/20MT	As Required	To be deployed as per instruction of BHEL Engineer.
4	Concrete sleepers	Sizes (6' Ft X 6'' X 6'')	1000 Nos	50% before arrival of First Consignment & balance within as & when required
5	Slings, 'd'-shackles, max puller.	01 MT To 10MT	As Required	To be deployed as per instruction of BHEL Engineer.
6	Slings, 'd'-shackles, max puller, pulley blocks, hydraulic jacks, etc above 10 MT for unloading of HP Heaters.	As Required	As Required	To be deployed as per instruction of BHEL Engineer, WITH TEST REPORTS.
7	Spanner sets ring/d	Up To 56 mm	As Required	To be deployed as per instruction of BHEL Engineer.
8	Tarpaulin (**)	Assorted Size	As required for complete coverage.	Size to be decided at Site in consultation with BHEL Engineer. To be deployed before arrival of First Consignment or as per instruction of BHEL Engineer. As required for Open Shed area

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SN	DESCRIPTION OF EQUIPMENTS	CAPACITY (MINIMUM)	MINIMUM QUANTITY	REMARKS	
				(40X50)Mtrs.	

NOTE: NO SEPARATE PAYMENT WILL BE MADE FOR SUPPLY OF TARPAULINS, CONCRETE SLEEPERS, FIRE EXTINGUISHERS & 55 TON CRANE (AS & WHEN REQUIRED). CONTRACTOR HAS TO PROVIDE REQUIRED NUMBER OF TARPAULINS, CONCRETE SLEEPERS, FIRE EXTINGUISHERS & 55 TON CRANE (AS & WHEN REQUIRED) WITHIN QUOTED RATES.

#### MEASURING AND MONITORING DEVISES (MMD):

AS PER REQUIREMENT TO BE FINALISED AT SITE, SHALL MEET THE REQUIREMENTS AS PER FIELD QUALITY PLAN AND OTHER ERECTION, TESTING RELATED ACTIVITIES.

#### SPECIAL NOTE:

- 1. The age of the contractor deployed cranes up to SN No 1, 2 above should be within 15 years as on date of deployment. Contractor has to provide documentary evidence/ proof for age of the crane at the time of deployment to BHEL Engineer.
- 2. THIS ABOVE LIST IS ONLY INDICATIVE AND NEITHER EXHAUSTIVE NOR LIMITING. CONTRACTOR SHALL DEPLOY ALL NECESSARY T&P (CALIBRATED) TO MEET THE SCHEDULES & AS PRESCRIBED BY BHEL ENGINEER AND REQUIRED FOR COMPLETION OF WORK. QUANTITIES (AS REQUIRED) MAY BE MUTUALLY AGREED UPON AND MINUTES OF MEETING DULY SIGNED FOR DEPLOYMENT..
- 3. Regular maintenance period of one day per month shall be permitted and Preventive maintenance period of six days per year with each spell not exceeding three days shall be permitted for the T&Ps.
- 4. Mostly all consignments planned for this project will be within the capacity of cranes or combination of cranes mentioned in above table in contractor's scope.
- 5. Vendor has to arrange crane 55 MT capacity within the quoted price. No extra payment on account be this shall be paid to contractor. 55 MT Crane shall be required for off-loading / loading / shifting of Heavy Consignments as & when required.
- 6. If work gets delayed due to non-availability of Crane, BHEL reserves the right to get the work done at the risk and cost of contractor without prejudice to rights of BHEL as in general conditions of contract. Overheads will be charged on differential amount.

#### Case-I: If risk and Cost is invoked

In addition to risk and cost, BHEL reserves the right to levy penalty at the rate of 50% X daily rate for delay in deployment of T&P calculated as below

Number of days eligible for penalty = (Date when notice is served to deploy T&P at Risk and Cost of Contractor) – (minus) (Date when T&P was required to be deployed)

Daily Rate= Monthly hire Charge/30.

Please Note: It is desired that contract shall maintain their T&P in good condition. However, considering the criticality of work, the **notice period** for the deployment/repair of Crane shall be **2** (Two) Days.

#### Case-II: If risk and Cost is not invoked

Penalty shall be levied at the rate of 50% X daily rate

Number of days eligible for Penalty = Actual Deployment Date - (Minus) Date when T&P was required to be deployed

Daily Rate= Monthly hire Charge/30.

7. IN CASE OF NON COMPLIANCE IF ANY AS LISTED BELOW IN SL. NO. 9.1, THE CHARGES AS MENTIONED BELOW SHALL BE DEDUCTED IN THE RUNNING BILLS OF THE RESPECTIVE MONTHS.

#### 9.1. LIST OF NON COMPLIANCE:

- NOT WORKING CONDITION OF THE PARTICULAR CRANE CUMULATIVELY FOR MORE THAN THREE DAYS IN THE CALENDAR MONTH DURING THE PERIOD MENTIONED IN THE DEPLOYMENT PLAN.
- NOT WORKING CONDITION OF THE PARTICULAR CRANE FOR MORE THAN THREE CONSECUTIVE WORKING DAYS IN THE MONTH DURING THE PERIOD MENTIONED IN THE DEPLOYMENT PLAN.

THE DEDUCTION SHALL BE AS GIVEN BELOW:

DEDUCTION FOR THE MONTH = OUTAGE BEYOND THREE DAYS X (MONTHLY CRANE CHARGES/30)

NOTE: I) FOR CALCULATION NO. OF DAYS IN A CALENDAR MONTH IS TAKEN AS 30.

- II) MONTHLY CRANE CHARGES AS DERIVED IN THE "Table for Weightages/ Factors and BOQ of Chapter XIV SCHEDULE OF RATES & QUANTITIES".
- 10. ALL THE T&PS DEPLOYED BY THE BIDDERS SHALL HAVE VALID TEST CERTIFICATES, FITNESS CERTIFICATES, REGISTRATION CERTIFICATE, INSURANCE ETC. THE DOCUMENTARY PROOF SHALL BE SUBMITTED TO BHEL ENGINEER ALONG WITH APPLICABLE VALID CERTIFICATES.
- 11. CRANE LOG SHEET FOR EACH OF THE CRANE ON DAILY BASIS IS TO BE CERTIFIED BY THE BHEL ENGINEER. CONTRACTOR SHALL SUBMIT THE MONTHLY RUNNING ACCOUNT BILLS ALONG WITH DULY CERTIFIED LOG SHEETS.

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- 12. ANY OR PART OR ALL OF THE T & PS OF THE CONTRACTOR IDENTIFIED FOR THE TENDERED PACKAGE SHALL NOT BE ENGAGED FOR ANY WORKS OTHER THAN THAT OF THE WORKS INTENDED IN THIS TENDER. HOWEVER, BHEL RESERVES THE RIGHTS TO ENGANGE THOSE T&Ps FOR WHICH SEPARATE MONTHLY RATES ARE BEING PAID AS PER "Table for Weightages/ Factors and BOQ of Chapter X SCHEDULE OF RATES & QUANTITIES" FOR ITS OWN WORKS OTHER THAN THAT OF THE WORKS INTENDED IN THIS TENDER DURING THE PERIOD OF CONTRACT. IN SUCH CASES FUEL WILL BE PROVIDED BY BHEL. HOWEVER, OPERATOR FOR THE SAME SHALL BE PROVIDED BY CONTRACTOR.
- 13. DURING THE EXTENDED PERIOD OF CONTRACT, SERVICES OF T&PS SHALL BE PROVIDED BY THE CONTRACTOR AS PER THE INSTRUCTION OF BHEL ENGINEER. THE MONTHLY CHARGES TOWARDS DEPLOYMENT OF THE PARTICULAR CRANE SHALL BE PAID AT THE RATE OF 90 % OF MONTHLY AWARDED RATES FOR A PERIOD BEYOND AFTER COMPLETION OF CONTRACT PERIOD.
- 14. THE CONCRETE SLEEPERS SHALL BE TAKEN BACK BY THE CONTRACTOR ON AS IT IS BASIS. NO CLAIM ON ACCOUNT OF DAMAGE /LOSS SHALL BE PAYABLE BY BHEL.
- 15.50% SLIPPERS SHALL BE MOBILIZED BY THE CONTRACTOR BEFORE ARRIVAL OF FIRST CONSIGNMENT AND BALANCE AS & WHEN REQUIRED. IN CASE OF NON-MOBILIZATION, 20% AMOUNT OF EACH RA BILL (MONTHLY) SHALL BE WITHHOLD TILL MOBILIZATION OF THE SAME.
- 16. DURATION FOR DEPLOYMENT OF MAJOR T & P FOR WHICH SEPARATE MONTLHY HIRING RATES ARE BEING PAID (Sr. no A2.1 and A2.2) AS PER "Table for Weightages/ Factors and BOQ of Chapter X SCHEDULE OF RATES & QUANTITIES" IS TENTATIVE AND MAY CHANGE AS PER REQUIREMENT.
- 17. MOBILISATION AND DEMOBILISATION OF ALL T&PS SHALL STRICTLY BE DONE AS PER THE INSTRUCTIONS FROM BHEL. BHEL ALSO RESERVES THE RIGHT TO DIRECT THE CONTRACTOR TO DIS-CONTINUE/ DE-MOBILISE ANY/ALL OF THESE CRANES WITHIN THE CONTRACT PERIOD/EXTENDED CONTRACT PERIOD WITH 30 DAYS ADVANCE WRITTEN NOTICE WITHOUT ASSIGNING ANY REASON. NO PAYMENT WILL BE MADE FOR THE PERIOD AFTER THE DATE OF DEMOBILIZATION/DISCONTINUANCE NOTIFIED BY BHEL.
- 18. THE COMMENCEMENT DATE OF DEPLOYMENT PERIOD FOR EACH CRANE MAY BE MUTUALLY AGREED UPON AND DULY SIGNED MINUTES OF MEETING. HOWEVER TOTAL DURATION OF DEPLOYMENT SHALL BE ACCOMMODATED WITHIN ORIGINAL CONTRACT PERIOD.

#### 19. Fire Extinguishers

Bidder to provide suitable type of adequate number (Approx. - 30) of fire extinguishers at close & open sheds (Under Material Management) in consultation with BHEL Engineer. Details are as follows:-

#### 1. CLASS 'A'

Fires involving ordinary combustible materials like wood, paper, textiles, rubber etc. (Ordinary hazard or low fire load)

WATER Soda acid type, water type (gas pressure) and water type (constant air pressure) IS: 934 -1976; IS: 940 -1976; IS: 6234 -1971

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For every 600 square meter floor area or part, one 9-litre capacity. Minimum 4 numbers per floor or room; should not be required to travel more than 15 meter to reach any extinguisher.

#### 2. CLASS 'B'

Fires in flammable liquids like oils, solvents, petroleum, products, varnishes, paints, etc. where blanketing effect is essential (Storage and handling in small quantities)

FOAM / CARBON DIOXIDE / DRY CHEMICAL POWDER IS: 933 -1976; IS: 2878 1976; IS: 2171 1976; IS: 4308 -1982

For every 50 square meter floor area or part, 2 numbers 9 -liters foam or 5 kg dry powder; should not be required to travel more than 10 m in the area of storage to reach any extinguisher.

#### 3. CLASS 'C'

Fires involving gaseous substances under pressure where it is necessary to dilute the burning gas at a very fast rate with an inert gas or powder (storage and handling of gas cylinders)

CARBON DIOXIDE / DRY CHEM. POWDER. The best way to extinguish such fire is by stopping the flow of fuel gas to the fire. Container is kept cool with water spray. IS: 2878 1976; IS: 2171 - 1976; IS: 4308 -1982

For every 100 square meter floor area or part; 2 numbers, 10 kg powder extinguisher or 6 kg C02; minimum 3 nos. per room; should not be required to travel more than 10 meter to reach any extinguisher.

#### 4. CLASS 'D'

Fires involving metals like magnesium, aluminum, zinc, potassium etc. where the burning metal is reactive to water and which require special extinguishing media or technique SPECIAL DAY POWDER IS: 2171 -1976 IS: 4861 -1968

For every 50 square meter floor area or part, 2 nos. 5 kg special dry powder; minimum 3 nos. per room; should not be required to travel more than 10 meter to reach any extinguisher.

#### 5. MIXED OCCUPANCY

Fires involving (electrical fire); Generators; Transformers; etc.

CARBON DIOXIDE DRY POWDER, IS: 2878 1976; IS: 2171 -1976

For every 100 square meter floor area or part one 10 kg C02. Minimum 2 numbers for every location should not be required to travel more than 10 meter to reach an extinguisher.

#### Note:

- a. All Open / closed stores shall be equipped with appropriate Fire Extinguisher (Approx. 30 Nos)
- b. Appropriate Fire Extinguishers shall be made within easy reach.
- c. Fire extinguishers shall be regularly tested and last checked date to be indicated on each. Master list shall be prepared with location and details.

d. Providing appropriate fire-fighting equipment at designated work place.

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- e. Subcontractor shall provide enough fire protecting equipment of the types and numbers at his office, stores, temporary structure in labour colony etc. Such fire protection equipment shall be easy and kept open at all times.
- f. The fire extinguishers shall be properly refilled and kept ready which should be certified at periodic intervals. The date of changing should be marked on the Cylinders.
- g. All other fire safety measures as laid down in the "Codes for fire safety at construction / store site" issued by safety coordinator of BHEL shall be followed.
- h. Emergency contacts nos. must be displayed at prominent locations.

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### TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-V: General

#### SCOPE OF WORK OF SUBJECT TENDER IS FURTHER DEVIDED IN BELOW HEADS:-

#### SECTION (A): MATERIAL MANAGEMENT OF STORES

#### A.1 INITIAL MOBILIZATION

AFTER RECEIPT OF FAX/MAIL LOI, CONTRACTOR SHALL DISCUSS WITH PROJECT MANAGER / CONSTRUCTION MANAGER REGARDING INITIAL MOBILISATION. CONTRACTOR SHALL MOBILIZE NECESSARY RESOURCES WITHIN 07 DAYS.

#### A.2 CONTRACT PERIOD

THE CONTRACT PERIOD FOR COMPLETION OF ENTIRE WORK UNDER SCOPE SHALL BE **24 MONTHS** (TWENTY FOUR MONTHS) FROM THE "START OF CONTRACT PERIOD".

#### SECTION (B): REDEVELOPMENT WORK OF OPEN YARDS

#### **B.1** INITIAL MOBILIZATION

AFTER RECEIPT OF FAX/MAIL LOI, CONTRACTOR SHALL DISCUSS WITH PROJECT MANAGER / CONSTRUCTION MANAGER REGARDING INITIAL MOBILISATION. CONTRACTOR SHALL MOBILIZE NECESSARY RESOURCES WITHIN 03 DAYS.

#### B.2 CONTRACT PERIOD

THE COMPLETION PERIOD FOR REFURBISHMENT / REDEVELOPMENT WORK OF CLOSE SHEDS & OPEN YARDS UNDER SCOPE SHALL BE **20 DAYS FROM THE DATE OF START OF WORK TO COMPLETION OF WORK.** 

#### SECTION (C): TREE PLANTATION, GUARDING & REGULAR WATERING

#### C.1 INITIAL MOBILIZATION

AFTER RECEIPT OF FAX/MAIL LOI, CONTRACTOR SHALL DISCUSS WITH PROJECT MANAGER / CONSTRUCTION MANAGER REGARDING INITIAL MOBILISATION. CONTRACTOR SHALL MOBILIZE NECESSARY RESOURCES WITHIN 07 DAYS.

#### C.2 CONTRACT PERIOD

THE COMPLETION PERIOD FOR TREE PLANTATION, WATERING & CARING (INCLUDING DEPLOYMENT OF MALIS) UNDER SCOPE SHALL BE **06 MONTHS (SIX MONTHS) FROM THE DATE OF PLANTATION & START OF SECOND UNIT E&C WORK.** 

#### NOTE:

- 1. ALL THE ABOVE WORKS (A,B&C) SHALL BE CARRIED OUT BY VENDOR. THUS THE TOTAL CONTRACT PERIOD SHALL BE 24 MONTHS FROM THE DATE OF START OF REDEVELOPMENT WORK OF OPEN YARDS.
- 2. VENDOR HAS TO MOBILIZE THE SITE WITHIN 03 DAYS AFTER RECEIPT OF FAX/MAIL LOI / LOA, FOR REDEVELOPMENT WORK OF OPEN YARDS.

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#### **SECTION: A**

THE WORK OF RECEIPT, UNLOADING, VERIFYING, SHIFTING, STACKING, PRESERVATION, HANDLING AND HANDING OVER OF COMPONENTS FOR RENOVATION & MODIFICATION OF BOILERS, BHEL T&P & OTHER MATERIALS, COMPONENTS & EQUIPMENT AND PROVIDING SERVICES FOR MATERIALS MANAGEMENT AT U#1&2 (210 MW) GSECL WANAKBORI TPS.

ITEM NO	DESCRIPTION OF ACTIVITY	UNIT	% BREAK UP
Section	A1		
A.1.1	Material Handling and Material Management for Materials received		100%
	through Trucks/Trailers at Project Site		
1	Unloading, Shifting to Open/Covered Stores	MT	30%
2	Updation of Receipt details, in store Material Registers/BHEL MM Package system	MT	15%
3	Stacking and Verification	MT	15%
	Updation of Verification details in Material stock registers, Submission of reports as per specified formats for shortage/open delivery, loading of police reports if required, documents for insurance claims Etc, and preparation of material receipt certificates in prescribed formats	MT	
4	where ever applicable		25%
5	Identification of material in ready to lift position for issue to BHEL/ Erection agency, and updation of issue details in stores Records	MT	12%
6	Completion of contractual obligations as Serial No. 6.5 (6.5.1, 6.5.2, 6.5.3, 6.5.4 and 6.5.5)		3%
A.1.2	Material Handling and Material Management for Materials received through Railway Wagons at Railway Siding/Station/Godown		100%
1	Unloading from Railway wagons or collection from godowns, Reloading, transportation to site and unloading	MT	30%
2	Updation of Receipt details, in store Material Registers/BHEL MM Package system	MT	15%
3	Stacking and Verification	MT	15%
	Updation of Verification details in Material stock registers, Submission of reports as per specified formats for shortage/open delivery, loading of police reports if required, documents for insurane claims Etc, and preparation of material receipt certificates in prescribed formats	MT	
4	where ever applicable		25%

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	ı G		
	Identification of material in ready to lift position for issue to BHEL/	MT	
5	Erection agency, and updation of issue details in stores Records		12%
	Completion of contractual obligations as Serial No. 6.5 (6.5.1, 6.5.2,		
6	6.5.3, 6.5.4 and 6.5.5)		3%
A.1.3	Material Handling and Material Management for Materials received at		100%
1.1.0	Transporters Godowns within a radius of 50 KM from Project Site		100%
1	Unloading from Railway wagons or collection from godowns, Reloading, transportation to site and unloading	MT	30%
2	Updation of Receipt details, in store Material Registers/BHEL MM Package system	MT	15%
3	Stacking and Verification	MT	15%
4	Updation of Verification details in Material stock registers, Submission of reports as per specified formats for shortage/open delivery, loading of police reports if required, documents for insurane claims Etc, and preparation of material receipt certificates in prescribed formats where ever applicable	MT	25%
5	Identification of material in ready to lift position for issue to BHEL/ Erection agency, and updation of issue details in stores Records	MT	12%
6	Completion of contractual obligations as Serial No. 6.5 (6.5.1, 6.5.2, 6.5.3, 6.5.4 and 6.5.5)		3%
A.1.4	Material re-shifting and re-stacking within project premises		100%
1	Material Re-shifting Stacking	MT	85%
2	Updation of store material register / BHEL MM package system	MT	12%
3	Completion of contractual obligations as Serial No. 6.5 (6.5.1, 6.5.2, 6.5.3, 6.5.4 and 6.5.5)	MT	3%
	0.5.5, 0.5.4 and 0.5.5)		3%
<b>4.1.5</b>	Despatch/Outgoing materials		100%
1	Identification of Material, Tagging, Packing if required, Preparation of Gate passes etc.	MT	40%
2	Loading of materials, including T&P of BHEL, into trucks/Carriers at site stores/ erection site for onwrd transportation to other destinations (Transportation by other agencies)	MT	45%
3	Updation of store material register / BHEL MM package system	MT	12%
4	Completion of contractual obligations as Serial No. 6.5 (6.5.1, 6.5.2, 6.5.3, 6.5.4 and 6.5.5)	MT	3%
Sectio	n-A2		
SN	Crane description	Qty	Total crane months
A2.1	New generation Pick & carry type tyre mounted mobile crane 12/14 MT or above	1	12 Months
A2.2	New generation Pick & carry type tyre mounted mobile crane	1	12 Months

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	18/20 MT or above				
Section-A3					
SN	Description	Qty (Man months)	Total Man months		
A3.1	Menial Services	24	48		
A3.2	Secretarial Services	24	7 40		
Note: The quantities mentioned above are tentative in nature and may vary to any extent.					

6.2 VOID

**6.3 VOID** 

**6.4 VOID** 

#### 6.5 OTHER PAYMENT TERMS & CONDITION

6.5	OTHER payment terms & condition	
	% from every RA Bill to be paid only after satisfactory completion otherwise	
	forfeited	
6.5.1	REMOVAL OF GRASS/WEEDS AND OTHER PLANT GROWTH IN THE STORE	0.5%
	AREA	
6.5.2	HOUSEKEEPING & CLEANING OF ALL CLOSED SHEDS	0.5%
6.5.3	PRESERVATION planned for the month	0.5%
6.5.4	Safe working & availability of adequate illumination at the place of work	0.5%
6.5.5	Implementation of E-stores for records/data	1%

#### 6.6 Cranes (For Section A2)

Payment for Cranes shall be made on monthly basis as per the awarded monthly rate against each crane. No other payment shall be paid for the other / additional T & Ps deployed for carrying out the work as per the scope of this tender.

#### 6.7 Menial and Secretarial Services: (For Section A3)

Payment for Menial and Secretarial Services shall be made on monthly basis as per the awarded monthly rate against each head.

Payment for the same shall be made as per the service-month rate fixed in item no A3.1 & A3.2 of rate schedule Section -A3 Terms of Payment, on pro-rata basis as at actuals.

The actual requirement of manpower shall be discussed and finalized with engineer in charge before start of the works.

However rates fixed are on the basis of total minimum wages for GSECL Wanakbori plant circular at the time of NIT and the same shall be revised at times when it is changed by the GSECL/Government.

Therefore price variation compensation and overrun compensation will not be applicable for items in Sec-A3.

Payment against items in Section A3 of Chapter-X Schedule of Rates and Quantities shall be calculated & paid in following manner;

 Per service month rate= 1.41 x minimum wages per month (rounded to next higher fifty value)

Minimum wages per month

Minimum wages per month = Daily Rate Minimum Wage per day (rounded value) x 26 Days.

During the extended period of contract, supervision and secretarial services, menial services for BHEL office and stores, site offices, etc. Shall be provided by the contractor as per the instruction of BHEL site-in-charge. Rates during extended period shall be followed as above.

Note: BHEL at its sole discretion reserves the right to re-shuffle the work allocation of the personnel deployed.

In case the contractor does not deploy or delays deployment of above said manpower with reference to specific instructions from BHEL, BHEL will levy penalty for delay in the following manner:

- A. Supervision/secretarial services @ Rs500 per service-day
- B. Menial services for BHEL office and stores etc. @ Rs 300 per service-day

#### 6.8 MOBILIZATION OF SITE

AFTER RECEIPT OF FAX/MAIL LOI, CONTRACTOR SHALL DISCUSS WITH PROJECT MANAGER / CONSTRUCTION MANAGER REGARDING INITIAL MOBILISATION. CONTRACTOR SHALL MOBILIZE NECESSARY RESOURCES FOR MATERIAL MANAGEMENT WITHIN ONE WEEK OF ISSUE OF FAX / MAIL / LETTER OF INTENT OR AS PER THE DIRECTIVE OF PROJECT MANAGER / CONSTRUCTION MANAGER. SUCH RESOURCES SHALL BE PROGRESSIVELY AUGMENTED TO MATCH THE SCHEDULE OF MILESTONES ACTIVITIES AS INTIMATED BY PROJECT MANAGER/SITE ENGINEER.

#### 6.9 AUGMENTATION OF MOBILISATION

CONTRACTOR SHALL SUBSEQUENTLY AUGMENT HIS RESOURCES IN SUCH A MANNER THAT DAILY ERRANDS/ACTIVITIES SHALL BE COMPLETED ON DAILY BASIS AND THE ENTIRE WORK IS COMPLETED WITHIN THE TIME SCHEDULE/CONTRACT PERIOD. MOBILIZATION OF CONTRACTOR'S RESOURCES SHALL BE MADE AND AUGMENTED FROM TIME TO TIME IN SUCH A MANNER THAT THE WORK IN SCOPE IS CARRIED OUT IN AN UNINTERRUPTED MANNER.

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#### 6.10 CONTRACT PERIOD

THE CONTRACT PERIOD FOR COMPLETION OF ENTIRE WORK UNDER SCOPE SHALL BE 24 MONTHS (TWENTY FOUR MONTHS) FROM THE "START OF CONTRACT PERIOD".

#### **GENERAL NOTE:**

- 1. THE INTENT OF SPECIFICATION IS TO PROVIDE MATERIAL HANDLING AND MATERIALS MANAGEMENT SERVICES ACCORDING TO THE MOST MODERN AND PROVEN TECHNIQUES AND CODES. THE OMISSION OF SPECIFIC REFERENCE TO ANY METHOD, EQUIPMENT OR MATERIALS NECESSARY FOR PROPER AND EFFICIENT UNLOADING, TRANSPORTATION, VERIFICATION, STACKING & PRESERVATION ETC SHALL NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY OF PROVIDING SUCH FACILITIES TO COMPLETE THE WORK WITHOUT ANY EXTRA COMPENSATION.
- 2. THE WORK SHALL BE EXECUTED UNDER USUAL CONDITIONS AFFECTING MAJOR THERMAL POWER PROJECTS IN AN EXISTING POWER PLANT AND IN CONJUNCTION WITH NUMEROUS OTHER OPERATIONS AT SITE. THE CONTRACTOR AND HIS PERSONNEL SHALL COOPERATE WITH PERSONNEL OF CUSTOMER'S CONTRACTORS, COORDINATING HIS WORK WITH OTHERS AND PROCEED IN A MANNER THAT SHALL NOT DELAY OR HINDER THE PROGRESS OF WORK AS A WHOLE.
- 3. ALL THE WORK SHALL BE CARRIED OUT AS PER THE INSTRUCTIONS OF BHEL ENGINEER. BHEL ENGINEER'S DECISION REGARDING CORRECTNESS OF THE WORK AND METHOD OF WORKING SHALL BE FINAL AND BINDING ON THE CONTRACTOR.
- 4. THE CONTRACTOR SHALL PERFORM ALL REQUIRED SERVICES WHICH MAY NOT BE SPECIFIED HEREIN BUT NEVERTHELESS REQUIRED FOR THE COMPLETION OF WORK WITHIN QUOTED RATES.
- 5. ALL NECESSARY CERTIFICATES AND LICENSES REQUIRED TO CARRY OUT THIS WORK ARE TO BE ARRANGED BY THE CONTRACTOR EXPEDITIOUSLY.
- 6. ALL CRANES, TRANSPORT EQUIPMENTS, HANDLING EQUIPMENT, TOOLS, TACKLES, FIXTURES, EQUIPMENT, MANPOWER, SUPERVISORS/ENGINEERS, CONSUMABLES ETC REQUIRED FOR THIS SCOPE OF WORK SHALL BE PROVIDED BY THE CONTRACTOR.
- 7. ALL EXPENDITURE INCLUDING TAXES AND INCIDENTALS IN THIS CONNECTION WILL HAVE TO BE BORNE BY THE CONTRACTOR UNLESS OTHERWISE SPECIFIED IN THE RELEVANT CLAUSES ELSEWHERE IN THESE SPECIFICATIONS. THE CONTRACTOR'S QUOTED RATES SHALL INCLUDE ALL SUCH CONTINGENCIES. IN THIS CONNECTION REFER RELEVANT CLAUSE OF GENERAL CONDITIONS OF CONTRACT.
- 8. THE CONTRACTOR SHALL PERFORM ALL REQUIRED SERVICES WHICH MAY NOT BE SPECIFIED HEREIN BUT NEVERTHELESS REQUIRED FOR THE COMPLETION OF WORK WITHIN QUOTED RATES.

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- 9. THE TENDERERS SHOULD ASSESS THE VARIOUS DISTANCES AND SITE CONDITIONS BY VISITING SITE BEFORE SUBMITTING THEIR OFFER. NO ADDITIONAL/EXTRA CLAIMS FOR ANY VARIATION IN THIS REGARD WILL BE ENTERTAINED.
- 10. CONTRACTOR SHALL ARRANGE FOR CUTTING AND REMOVAL OF VEGETATION GROWTH/GRASS ETC IN THE STORAGE YARD AS AND WHEN CALLED FOR BY BHEL AS INCIDENTAL TO WORK. BHEL WILL TAKE APPROPRIATE ACTION AT THE RISK & COST OF THE CONTRACTOR IN CASE OF FAILURE IN THIS REGARD. CONTRACTOR SHALL USE LATEST AVAILBLE METHODOLOGY TO ENSURE REMOVAL OF VEGETATION.
- 11. VOID
- 12. CONCRETE SLEEPERS WILL BE TAKEN BACK BY CONTRACTOR AFTER THE COMPLETION OF CONTRACT PERIOD ON AS IS WHERE IS BASIS.
- 13. HOUSEKEEPING OF CLOSED & OPEN SHEDS ARE ALSO INCLUDED IN THE SCOPE OF WORK. CONTRACTOR SHALL CARRY OUT THE HOUSEKEEPING WORKS ON REGULAR INTERVALS (ONCE A WEEK).
- **14. VOID**
- 15. THE TOOLS AND TACKES RECEIVED FROM VARIOUS BHEL UNITS ARE TO BE HANDED OVER TO CUSTOMER AFTER COMPLETION OF WORK AT SITE. IT SHALL BE THE RESPONSIBILITY OF CONTRACTOR TO HANDOVER TOOLS AND TACKES TO CUSTOMER GSECL THROUGH BHEL AND MAKE NECESSARY HANDING OVER PROTOCOLS.
- 16. IF THE CONTRACTOR OR HIS WORKMEN BREAK, DEFACE, INJURES OR DESTROY ANY PART OF BUILDING, ROAD, KERBS, FENCE ENCLOSURES, WATER PIPES, DRAINS, ELECTRIC/ TELEPHONE POLES OR WIRES, TREES OR ANY OTHER PROPERTY OR DAMAGE ANY PART OF ERECTED STORES, STORED COMPONENTS ETC. THE CONTRACTOR SHALL MAKE THE SAME GOOD AT HIS OWN EXPENSES (OF WHICH BHEL SITE ENGINEER'S DECISION SHALL BE FINAL) FAILING WHICH THE SITE ENGINEER SHALL GET THE SAME RECTIFIED BY OTHER AGENCIES AT THE RISK AND COST OF THE CONTRACTOR AND THE SAME SHALL BE DEDUCTED FROM THE SUMS THAT MAY BE DUE THEN OR AT ANY TIME THEREAFTER BECOME DUE TO THE CONTRACTOR OR EVEN FROM HIS SECURITY DEPOSIT.

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### VI (A) Material Handling & Material Management Received by Road

- 6(A).1. MAJORITY OF CONSIGNMENTS SHALL REACH SITE DIRECTLY FOR DELIVERY THROUGH ROAD. HOWEVER A GOOD NUMBER OF CONSIGNMENTS SHALL BE BOOKED ON GODOWN DELIVERY BASIS OR DOOR DELIVERY AGAINST CONSIGNEE COPY BASIS, THE PROCEDURE OF MATERIAL COLLECTION SHALL BE ADOPTED AS DETAILED IN RELAVENT CHAPTER
- 6(A).2. IT WILL BE RESPONSIBILITY OF THE CONTRACTOR TO KEEP IN TOUCH WITH OFFICIALS OF BHEL REGARDING ADVANCE INFORMATION ABOUT ARRIVAL OF CONSIGNMENTS. THE CONTRACTOR SHALL COLLECT LORRY WAY BILLS OR OTHER SUCH DESPATCH DOCUMENTS.
- 6(A).3. THE CONTRACTOR SHALL REMAIN IN REGULAR CONTACT WITH THE CONCERNED TRANSPORTERS OR BASED ON THE DESPATCH DETAILS OBTAINED AS STATED ABOVE AND MAKE ALL NECESSARY ARRANGEMENTS FOR COLLECTION / RECEIPT OF THE CONSIGNMENT AS APPLICABLE. CONTRACTOR SHALL TAKE ADVANCE ACTION TO DEPLOY ALL NECESSARY RESOURCES FOR LOCAL TRANSPORTATION, HANDLING AND UNLOADING OF THE ANTICIPATED CONSIGNMENTS SO AS TO ENSURE NO LOSS OF TIME UPON ARRIVAL OF THE CONSIGNMENTS.
- 6(A).4. PAYMENT OF DEMURRAGE/ WHARFAGE ETC., WHICH RESULT DUE TO CONTRACTOR'S FAULT, SHALL BE THE RESPONSIBILITY OF CONTRACTOR AND TO HIS ACCOUNT. IF BHEL HAS TO MAKE PAYMENT OF SUCH DEMURRAGE/ WHARFAGE TOGETHER WITH FREIGHT (PAYMENT OF FREIGHT ALONE IS IN BHEL SCOPE), THE AMOUNTS SO PAID AS DEMURRAGE/WHARFAGE FOR THE REASONS STATED ABOVE SHALL BE PAID TO BHEL BY THE CONTRACTOR FORTHWITH OR SHALL BE RECOVERED FROM THE BILL PAYMENTS DUE TO THE CONTRACTOR.
- 6(A).5. IT WOULD BE RESPONSIBILITY OF THE CONTRACTOR TO EXAMINE THE PACKAGES, CONSIGNMENTS ETC. IMMEDIATELY ON ARRIVAL AND BRING TO THE NOTICE OF BHEL AUTHORITIES REGARDING LOSS/DAMAGE/SHORTAGE/DISCREPANCY, IF ANY, OBSERVED IN THE CONSIGNMENTS BEFORE TAKING DELIVERY OF THE SAME.
- 6(A).6. ANY DISCREPANCY/SHORTAGE/DAMAGE FOUND IN THE CONSIGNMENT AFTER TAKING CLEAN DELIVERY FROM THE CARRIERS SHALL BE THE RESPONSIBILITY OF CONTRACTOR AND THE RESULTANT LOSS TO BHEL ON SUCH ACCOUNT SHALL BE RECOVERABLE FROM THE CONTRACTOR.
- 6(A).7. CONSIGNMENTS ARE EXPECTED TO ARRIVE DURING ANY TIME OF THE DAY, AND COUNT DOWN FOR DETENTION/DEMMURAGE/WHARFAGE CHARGES IS LIABLE TO START IMMEDIATELY. UNLOADING OF SUCH CONSIGNMENTS MAY BE NECESSITATED EVEN IN THE NIGHT OR ROUND THE CLOCK. CONTRACTOR SHALL ARRANGE TO DEPLOY HIS RESOURCES IMMEDIATELY AND CONTINUE ROUND THE CLOCK ON SUCH OCCASIONS WITHOUT ANY ADDITIONAL COST TO BHEL. CONTRACTOR SHALL ARRANGE ALL NECESSARY RESOURCES INCLUDING SPOT LIGHTING FOR WORKING AT NIGHT. THE CONTRACTOR SHALL SIMILARLY UNLOAD CONSIGNMENTS ARRIVING ON WEEKLY OFF DAYS AND HOLIDAYS.

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6(A).8. UNLOADING AT STORAGE AREA/WORK SITE, STACKING AND RESTACKING IF NECESSITY ARISES, OF ALL MATERIALS INCLUDING HEAVY/SOPHISTICATED EQUIPMENTS ETC. SHALL BE DONE AS PER STORAGE AND PRESERVATION MANUAL OF RELEVANT EQUIPMENT/COMPONENTS OF BHEL AND/OR AS PER DIRECTIONS OF BHEL ENGINEER.

6(A).9. THE CONTRACTOR SHALL VERIFY THE CONSIGNMENTS IN DETAIL WITHIN 12 DAYS OF RECEIPT AND REPORT THE DISCREPANCIES IN PRESCRIBED FORMATS NOT LATER THAN 14<sup>TH</sup> DAY. ANY LOSS ON ACCOUNT OF DELAYED REPORTING SHALL BE RECOVERABLE FROM CONTRACTORS BILL/ANY PAYMENT DUE. CONTRACTOR SHALL ARRANGE ALL FACILITIES TO OPEN PACKAGES - WHERE REQUIRED IN THE PRESENCE OF BHEL ENGINEER, VERIFY THE CONTENTS, REPACK WHEREVER AND WHENEVER CALLED FOR AND PROPERLY STACK THEM AS PER STORAGE MANUAL OR/AND AS MAY BE DIRECTED BY BHEL.

6(A).10. THE MATERIAL SHALL BE SO STACKED THAT IT SHOULD FACILITATE EASY IDENTIFICATION, RETRIEVAL AND HANDLING FOR ISSUE AS AND WHEN NEED ARISES.

6(A).11. PRE-DEFINED IDENTIFICATION SYSTEM OF THE LOCATIONS OF OPEN STORAGE YARD, SEMI-CLOSED SHED, COVERED STORES AS WELL AS STORAGE RACKS HAS TO BE DESIGNED BY THE CONTRACTOR WITH THE APPROVAL OF BHEL. CONTRACTOR SHALL PUT UP PROMINENT IDENTIFICATION BOARDS OF SEGMENTAL LOCATIONS (FOR OPEN AND CLOSED STORES) OR INSCRIPTION (ON THE STORAGE RACKS) WITH CLEAR VISIBILITY FROM A DISTANCE. CONTRACTOR SHALL ALSO ARRANGE TO DISPLAY PLOT PLAN AT REGULAR INTERVALS IN THE COVERED/SEMI-CLOSED/OPEN STORAGE. THE CONTRACTOR SHALL ARRANGE PROPER DISPLAYS/SIGNS FOR VARIOUS REQUIREMENTS AS PER INSTRUCTIONS OF BHEL.

6(A).12. THE DISPLAY BOARDS SHALL BE MADE WITH STRUCTURAL STEEL & M.S. PLATES AND SHALL BE PAINTED WITH SYNTHETIC ENAMEL PAINT. CONTRACTOR SHALL HAVE TO PERIODICALLY REPEAT SUCH EXERCISE AS THE ORIGINAL DISPLAYS MAY GET LOST / DAMAGED / DETERIORATE WITH TIME. ALL MATERIALS AND CONSUMABLES FOR THIS PURPOSE SHALL BE ARRANGED BY THE CONTRACTOR. CONTRACTOR SHALL HAVE TO MAKE HIS OWN ARRANGEMENTS INCLUDING SUPPLY OF MATERIALS FOR DISPLAYING THE PROPER IDENTIFICATION TAGS, BOARDS, MARKING, INSCRIPTION ETC. AS SCOPE OF WORK.

6(A).13. THE CONTRACTOR SHALL EXECUTE THE WORK IN A PROFESSIONAL MANNER. THE STORES SHALL BE HANDLED WITH DUE CARE AND DILIGENCE. THE CONTRACTOR AT HIS RISK AND COST SHALL MAKE GOOD ANY LOSS TO BHEL DUE TO CONTRACTOR'S LAPSE.

6(A).14. FOR ALL CONSIGNMENTS, OBSERVATIONS REGARDING LOSS/DAMAGE/SHORTAGE/DISCREPANCY IS TO BE RECORDED IN APPROPRIATE DOCUMENT AND INFORMED TO BHEL. IN CASE IT BECOMES NECESSARY TO TAKE 'OPEN DELIVERY' FROM THE AUTHORITIES, CONTRACTOR SHALL MAKE ALL ARRANGEMENTS FOR TAKING OPEN DELIVERIES. ALL EXPENSES CONNECTED THEREWITH SHALL BE TO THE ACCOUNT OF CONTRACTOR. ANY LOSS THAT ACCRUES TO BHEL ON ACCOUNT OF SUCH FAILURES SHALL BE DEBITED TO THE CONTRACTOR AND RECOVERY EFFECTED FROM HIS RUNNING BILLS.

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#### 6(A).15 HANDLING HEAVIER CONSIGNMENTS:

6(A).15.1

CONTRACTOR SHALL SUBMIT PROCEDURE WITH SKETCHES OF HANDLING OF ALL HEAVY COMPONENTS TO BHEL WELL IN ADVANCE AND OBTAIN PRIOR APPROVAL BEFORE UNLOADING AND STACKING.

6(A).16 SINCE THIS CONTRACT IS INTENDED TO BE A COMPLETE PACKAGE FROM MATERIAL ISSUE/TRANSACTIONS RIGHT UPTO MATERIAL RECONCILIATION, FULL RECEIPT THROUGH RESPONSIBILITY W.R.T THE PROPER UPKEEP OF FACILITIES E.G. COMPUTERS, STATIONARY ITEMS; ENSURING BEFITTING DISCIPLINE AMONG THE STORE ASSISTANTS/STAFF UNDER ITS CONTROL AND ACCOUNTING OF MATERIALS ON STOCK SHALL REST WITH THE CONTRACTOR AT ALL TIMES.

IN THE REMOTE POSSIBILITY OF ANY UNTRACEABLE MATERIAL, CUSTOMARILY BHEL HAS TO PROCESS THE INSURANCE CLAIM. TO KICK OFF SUCH CLAIM, THE CONTRACTOR SHALL RENDER ALL NECESSARY ASSISTANCE INCLUDING AUGMENTATION OF DOCUMENTS (FIR ETC) WITHIN THE QUOTED PRICE AS MAY BE REQUIRED FOR REALIZATION OF THE INSURANCE CLAIM.

6(A).17 THE CONTRACTOR UNDER THIS CONTRACT SHALL COMPLETE INDUCTION OF FOLLOWING CATEGORIES OF RESOURCES WITHIN THE QUOTED ITEM RATES, TO ENSURE ESTABLISHMENT OF PROPER MATERIALS MANAGEMENT AT THE PROJECT SITE.

- 1. COMPUTERS AND PRINTERS WITH LATEST UP-GRADATION, MEMORY AND COMPATIBLE WITH BHEL COMPUTERS/LAN EQUIPMENT TO BE INSTALLED/USED WITHIN BHEL SITE OFFICE -COMPUTER - 01 SETS AND PRINTER (CUM SCANNER & PHOTOCOPY M/C) - 01 SETS. COMPUTERS AND PRINTERS ARE ENVISAGED FOR VARIOUS MATERIAL MANAGEMENT ACTIVITIES SUCH AS RECORD KEEPING/DATA ENTRY DONE BY BIDDER'S STAFF.
- 2. FOR THE CONSIGNMENTS RECEIVED BY ROAD THE PAYMENT WILL BE REGULATED ON PRO-RATA BASIS ON THE ACCEPTED UNIT RATES AS PER SL NO A.1.1 OF "Table for Weightages/ Factors and BOQ of Chapter X SCHEDULE OF RATES & QUANTITIES". THE ABOVE ALSO INCLUDES ALL COSTS TOWARDS UNLOADING FROM THE TRUCK / TRAILER AT THE UNLOADING SIDING IN THE PLANT AND LOADING ON THE TRANSPROT AND THE COST TOWARDS INTERNAL TRANSPORTATION TO STORAGE YARD/ STORES SHED OF BHEL/ CLIENT.

#### 6(A).18 RESPONSIBILITIES OF THE CONTRACTOR -

(1) RECEIPT & ISSUE

SCOPE INCLUDES EXECUTION OF VARIOUS ACTIVITIES AS FOLLOWS:

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- (I) RECEIPT, UNLOADING, CARRYING OUT RECEIPT INSPECTION, DETAILED VERIFICATION, STACKING AND REGULAR STOCK VERIFICATION OF PROJECT MATERIALS AT SITE.
- (II) PREPARING VARIOUS REPORTS AT APPROPRIATE STAGES AND REPORTING DAMAGE/LOSS DURING RECEIPT AS WELL AS STORAGE AND ANY OTHER ASSOCIATED RESPONSIBILITY AS ASSIGNED BY BHEL FROM TIME TO TIME. RESPONSIBILITY SHALL INCLUDE THE FOLLOWING ACTIVITIES:
- a. EXAMINATION OF INCOMING CONSIGNMENTS TO DETECT ANY LOSS OR SHORTAGE OR OUTWARD DAMAGE AND RECORDING IT ON THE LR/LWB BEFORE MAKING ACKNOWLEDGEMENT OF IT'S RECEIPT FROM THE TRANSPORTER AND SIMULTANEOUSLY OBTAINING ENDORSEMENT OF THE VEHICLE DRIVER ON THE SAME.
- b. REPORTING SUCH DISCREPANCY TO BHEL IMMEDIATELY ON RECEIPT OF CONSIGNMENT.
- c. ASSISTING BHEL IN LODGING INSURANCE CLAIMS IN RESPECT OF LOSS/DAMAGE AS STATED ABOVE.
- (III) ISSUE OF MATERIALS TO BHEL'S ERECTION CONTRACTORS, PRESERVATION OF STACKED MATERIALS, RE-STACKING/RE-HANDLING AS NECESSARY, PROGRESSIVE AND FINAL RECONCILIATION WITH BHEL'S ERECTION AGENCIES AND PREPARATION OF NECESSARY DOCUMENT/ RECORD IN RESPECT OF THESE ACTIVITIES.
- (IV) RETURN OF EXCESS/DEFECTIVE MATERIALS BY VARIOUS ERECTION CONTRACTORS OF BHEL.
- (V) LOADING AND DISPATCH OF OUTGOING MATERIALS.

#### EXPECTED MINIMUM QUALITY OF SERVICE

CONTRACTOR SHALL RENDER THE SERVICES BY ENSURING DEPLOYMENT OF REQUISITE PERSONNEL WITH ADEQUATE EDUCATIONAL QUALIFICATION HAVING THOROUGH EXPERIENCE IN RELATED FIELD TO ENABLE UNDERSTANDING THE INTRICACIES OF AND SPECIAL REQUIREMENTS INVOLVED IN HANDLING OF PROJECT MATERIALS, INCONSISTENCIES AND UNCERTAINTIES ASSOCIATED WITH IN/OUT FLOW OF MATERIALS, PROJECT ACTIVITIES AT ODD HOURS & HOLIDAYS AND IRREGULAR WORKING HOURS. CONTRACTOR SHALL ENSURE PROMPT AND TIMELY AVAILABILITY OF SUCH SERVICES.

#### (2) PRESERVATION OF COMPONENTS -

CONTRACTOR SHALL ARRANGE FOR PRESERVATION OF COMPONENTS AS PER BHEL'S STORAGE AND PRESERVATION MANUAL AND/OR AS PER INSTRUCTIONS OF BHEL ENGINEERS.

ONE OR MORE OF FOLLOWING METHODS SHALL BE ADOPTED FOR PRESERVATION.

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- COATING WITH PRESERVATIVE PAINTS/LUBRICANT/INHIBITORS
- 2) CAPPING/WRAPPING/COVERING
- 3) FILLING/IMMERSION IN OIL/CHEMICALS ETC
- 4) PERIODIC CHECKS/MAINTAINING REQUIRED NITROGEN PRESSURE IN TANKS OF TRANSFORMERS; BHEL WILL PROVIDE THE NITROGEN GAS FOR THE SAME. HOWEVER CONTRACTOR SHALL HANDLE THE CYLINDERS AT STORES, TRANSPORT TO POINT OF USE, FIT-UP REFILLS AND RETURN EMPTY CYLINDERS TO BHEL STORES.
- 5) HT MOTORS

FOR PRESERVATION OF HT MOTORS, SPACE HEATERS HAVE TO BE KEPT ENERGIZED TO AVOID INGRESS OF MOISTURE. INSULATION RESISTANCE HAS TO BE MEASURED AND RECORDED AT SPECIFIED INTERVALS TILL THESE ARE ISSUED FOR ERECTION. BHEL WILL PROVIDE NECESSARY CABLES, SWITCHES ETC. FOR THIS, HOWEVER CONTRACTOR SHALL INSTALL, OPERATE AND MAINTAIN THE SAME.

BHEL WILL PROVIDE FREE OF COST PRESERVATIVES LIKE PRESERVATIVE OIL, LUBRICANTS, CHEMICALS, INHIBITORS, CAPS ETC EXCEPT PRIMERS & PAINTS. CONTRACTOR SHALL PROVIDE RED OXIDE ZINC CHROMATE (ROZC) PRIMER CONFORMING TO IS: 2074 OF REPUTED MANUFACTURES (E.G. ASIAN PAINTS, BERGER, JENSON & NICHOLSON, BOMBAY PAINTS, SHALIMAR OR ANY OTHER BHEL APPROVED MANUFACTURER) REQUIRED FOR PRESERVATION SHALL BE PROVIDED BY THE CONTRACTOR AND USED FOR THIS PURPOSE.

IN THE PROCESS THE IDENTIFICATION MARKS, COMPONENT/MATERIAL CODES, MATCH MARKS MAY HAVE TO BE REPAINTED. THIS WORK AFTER PRESERVATION COMPONENTS ARE TO BE STACKED PROPERLY, PERIODICAL REPORTS ON THE PRESERVATION CARRIED OUT SHOULD BE SUBMITTED TO BHEL IN THE PRESCRIBED FORMATS.

#### (3) RECORD KEEPING -

CONTRACTOR SHALL PREPARE, MAINTAIN AND UPDATE VARIOUS MM RECORDS, ASSOCIATED WITH MATERIALS MANAGEMENT OPERATION OF BHEL AT PROJECT SITE. TWO SYSTEMS OF RECORD KEEPING/CAPTURING INFORMATION & DATA AT VARIOUS STAGES ARE IN VOGUE VIZ.

- i. MANUAL LEDGERS & RECORDS.
- ii. COMPUTERIZED DATABASE APPLICATION: BHEL HAS DEVELOPED A SOFTWARE APPLICATION NAMED E-STORE (OR ANY NEW) THAT CAPTURES ALL THE DATA IN THE ENTIRE CHAIN OF TRANSACTIONS STARTING WITH MASTER LIST OF PROJECT MATERIALS, RECORDS OF DISPATCH, RECEIPT, INSPECTION, ISSUE, RETURN, CONSUMPTION ETC.

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SOME OF THESE RECORDS ARE MASTER SHIPPING/PACKING LIST, LR/RR REGISTER, DAYBOOK REGISTER, STOCK REGISTER, RECORDS OF ISSUES TO & RETURN OF MATERIALS IN RESPECT OF VARIOUS ERECTION SUBCONTRACTORS, INSURANCE CLAIM RECORDS, PERIODICAL STATUS REPORTS IN VARIOUS FORMATS COVERING DESIRED ASPECTS AND OUTPUT INFORMATION AS PER BHEL/CLIENT'S REQUIREMENT.

CONTRACTOR WILL PROVIDE NECESSARY HARDWARE, SOFTWARE & STATIONARY ETC. AND SHALL TAKE UTMOST CARE TO ENSURE THAT THESE PROPERTIES AND RECORDS ARE PROTECTED FROM ANY DAMAGE OR LOSS. BHEL WILL RECOVER THE COST OF SUCH PROPERTY / EXPENSES OF RESTORATION FROM THE CONTRACTOR WITH OVERHEAD CHARGES IN CASE OF ANY LOSS/DAMAGE ATTRIBUTABLE TO NEGLIGENCE/FAILURE ON CONTRACTOR'S PART.

SL	ACTIVITY/DESCRIPTION	MINIMUM NO.	REMARKS
NO		OF PERSONS	
1	MATERIAL RECEIPT/UNLOADING,		To be deployed
	COLLECTION/BOOKINGS/PRESERVATION		as per
2	DETAILED VERIFICATION	4 nos. *	instruction of
3	MATERIAL ISSUE		BHEL Engineer
	DECORD MEEDING		
4	RECORD KEEPING		

(\* Further as required for execution of work. Area/Activity wise manpower deployment shall be finalized jointly with BHEL engineer in-charge)

NOTE: THE CONTRACTOR SHALL DEPLOY SKILLED PEOPLE (PREFERABLY DIPLOMA HOLDERS) FOR CARRYING OUT FUNCTIONS/OPERATIONS STATED ABOVE. NO. OF PERSONS INDICATED ABOVE IS TENTATIVE AND ACTUAL DEPLOYMENT MAY VARY BASED ON WORK LOAD AND SITE REQUIREMENT. THE MANPOWER REQUIREMENT SHALL BE FINALISED IN THE BEGINNING OF THE CONTRACT PERIOD WITH ENGINEER INCHARGE. THIS DOES NOT ABSOLVE THE CONTRACTOR FROM HIS RESPONSIBILITY TOWARDS THE SATISFACTORY EXECUTION OF THE JOB.

IN CASE THE CONTRACTOR DOES NOT DEPLOY OR DELAYS DEPLOYMENT OF ABOVE SAID MANPOWER WITH REFERENCE TO SPECIFIC INSTRUCTIONS FROM BHEL, BHEL WILL RECOVER NON-REFUNDABLE PENALTY PER MAN- DAY @ Rs 500/-

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### VI (B) Material Handling & Material Management Received by Rail

- 6(B).1 ALL THE CONSIGNMENTS REACHING THE PROJECT SITE BY RAIL SHALL BE UNLOADED AT THE RAILWAY SIDING, FOLLOWED BY LOADING ON TRUCK/TRAILER, LOCAL TRANSPORTATION FROM RAILWAY SIDING TO THE STORAGE YARD/STORES, UNLOADING, VERIFICATION AND STACKING AND PRESERVATION AS APPLICABLE TO THE CONSIGNMENTS ARRIVING BY ROAD. THE APPROXIMATE DISTANCE FORM MAIN STORAGE YARD TO RAILWAY SIDING WILL BE 4-5 KM.
- 6(B).2 IT WILL BE RESPONSIBILITY OF THE CONTRACTOR TO KEEP IN TOUCH WITH OFFICIALS OF BHEL AND RAILWAYS REGARDING ADVANCE INFORMATION ABOUT ARRIVAL OF CONSIGNMENTS. THE CONTRACTOR SHALL COLLECT RAILWAY RECEIPTS OR OTHER SUCH DESPATCH DOCUMENTS.
- 6(B).3 CONTRACTOR SHALL DEPLOY HIS CRANE, TRAILERS/TRUCKS AND ALL OTHER T & P INCLUDING ADDITIONAL T & P AND MANPOWER ETC FOR HANDLING OF MATERIALS AT SUCH UNLOADING BAY/ LOCATION AND TRANSPORT TO STORES/ STORAGE YARD.
- 6(B).4 CONTRACTOR SHALL IN HIS OWN INTEREST ARRANGE TO RELEASE THE RAILWAY WAGONS/RACKS WITH UTMOST ALACRITY TO AVOID ANY DEMURRAGE CHARGES. DEMURRAGE/WHARFAGE ETC., WHICH RESULT DUE TO CONTRACTOR'S FAULT, SHALL BE RECOVERED FROM THE BILL PAYMENT DUE TO THE CONTRACTOR.
- 6(B).5 CONTRACTOR SHALL PROVIDE AREA LIGHTING AT RAILWAY SIDING FOR HANDLING OF MATERIALS DURING EVENING/ NIGHT.
- 6(B).6 ALL THE RESPONSIBILITIES SPECIFIED IN THE CONTRACTOR'S SCOPE FOR THE MATERIALS RECEIVED BY ROAD SHALL ALSO BE APPLICABLE MUTATIS-MUTANDIS FOR ALL THE CONSIGNMENTS RECEIVED BY RAIL AT RAILWAY SIDING.
- 6(B).7 FOR THE CONSIGNMENTS RECEIVED BY RAIL THE PAYMENT WILL BE REGULATED ON PRO-RATA BASIS ON THE **ACCEPTED UNIT RATES AS PER SL NO A.1.2 OF "Table for Weightages/ Factors and BOQ of Chapter X SCHEDULE OF RATES & QUANTITIES".** THE ABOVE ALSO INCLUDES ALL COSTS TOWARDS UNLOADING FROM THE WAGON AT THE UNLOADING SIDING IN THE PLANT AND LOADING ON THE TRANSPROT AND THE COST TOWARDS INTERNAL TRANSPORTATION TO STORAGE YARD/STORES SHED OF BHEL/ CLIENT.
- 6(B).8 QUANTUM OF WORK: 100 MTS (APPORX.).
- 6(B).9 ADEQUATE NUMBER OF VEHICLES / HANDLING EQUIPMENT: IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO DEPLOY ADEQUATE NUMBER OF 40 FEET TRAILERS ALONG WITH SUITABLE NUMBER OF CREW MEMBERS TO CATER TO THE TONNAGE RECEIVED. FOR THIS PURPOSE, THE CONTRACTOR HAS TO WORK CONTINUOUSLY AFTER RECEIPT OF WAGONS AT THE SIDING WITHOUT ANY BREAK, SO AS TO COMPLETE THE WORK WITHIN THE FREE TIME ALLOWED BY RAILWAY WITHOUT DEMURRAGE AND WHARFAGE. THE CONTRACTOR HAS TO DEPLOY ADEQUATE NUMBER OF

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CRANES AND TRAILERS. ANY DEMURRAGE AND WHARFAGE LEVIED BY RAILWAYS WILL BE TO CONTRACTOR'S ACCOUNT.

6(B).10 VOID

- 6(B).11 PRIOR NOTICE TIME: SHIPPING DEPT OF BHEL UNITS WILL INTIMATE THE CONTRACTOR WELL IN ADVANCE (ATLEAST4 DAYS IN ADVANCE) REGARDING THE ARRIVAL OF CONSIGNMENT AT THE RAILWAY SIDING TO ENABLE THE CONTRACTOR FOR MOBILIZING THE CRANES & VEHICLES AND WORKING CREW. IT IS SUGGESTED THAT THE CONTRACTOR HAS TO TRACE THE ACTUAL LOCATION OF RAKE THROUGH ONLINE SERVICES TO AVOID LAST MINUTE RUSH.
- 6(B).12 RAILWAY RECEIPT AND PREPARATION LR/GC WHILE INTERCARTING
- 6(B).12.1 BHEL PERSONNEL WILL BE DEPUTED TO WITNESS/ASSIST FOR THE RECEIPT OF MATERIALS REFERRED IN RR AND MAKING APPROPRIATE DISPATCH DOCUMENTS LIKE LR / GC NOTE OF THE CONTRACTORS TO ACCOMPANY CONSIGNMENTS UPTO GSECL UKAI STORAGE YARD. THE DOCUMENT PRESCRIBED BY BHEL HAS TO BE MAINTAINED BY THE CONTRACTOR FOR VERIFICATION AT ANY POINT OF TIME FOR RECEIPT, STORAGE AND INTER-CARTED CONSIGNMENTS.
- 6(B).12.2 AT ANY COST, THE CONTRACTOR WILL NOT BE ALLOWED TO UNLOAD THE MATERIAL AT SITE AT THEIR OWN. DUE TO ANY REASON, IF BHEL SITE UNLOADING CONTRACTOR IS NOT ABLE TO UNLOAD THE MATERIAL, THE INTERCARTING CONTRACTOR CAN UNLOAD AND GET CERTIFIED FROM BHEL SITE OFFICIALS AND PAYMENT WILL BE MADE AS PER SITE UNLOADING RATE.

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### VI (C) Material Handling & Material Management Received at <u>Trasporter Godown</u>

#### 6(C).1 INCOMING MATERIALS (SMALLS ETC)

- 6(C).1.1 EVEN THOUGH MAJORITY OF CONSIGNMENTS SHALL REACH SITE DIRECTLY FOR DELIVERY. A GOOD NUMBER OF CONSIGNMENTS SHALL BE BOOKED ON GOWDOWNS DELIVERY/ DOOR DELIVERY BASIS AGAINST ORIGINAL CONSIGNEE COPY BASIS, THE PROCEDURE OF MATERIAL COLLECTION SHALL BE ADOPTED AS DETAILED HERE BELOW:
- 6(C).1.2 CONTRACTOR SHALL KEEP IN TOUCH WITH OFFICIALS OF BHEL REGARDING ADVANCE INFORMATION ABOUT ARRIVAL OF CONSIGNMENTS. THE CONTRACTOR SHALL COLLECT ORIGINAL LRs/RRs/LORRY WAY BILLS OR OTHER SUCH DISPATCH DOCUMENTS
- 6(C).1.3 THE CONTRACTOR SHALL REMAIN IN REGULAR CONTACT WITH THE CONCERNED TRANSPORTERS OR RAILWAYS BASED ON THE DISPATCH DOCUMENTS OBTAINED AS STATED ABOVE AND MAKE ALL NECESSARY ARRANGEMENTS FOR COLLECTION / RECEIPT OF THE CONSIGNMENT AS APPLICABLE. CONTRACTOR SHALL TAKE ADVANCE ACTION TO DEPLOY ALL NECESSARY RESOURCES FOR LOCAL TRANSPORTATION, HANDLING AND UNLOADING OF THE ANTICIPATED CONSIGNMENTS SO AS TO ENSURE NO LOSS OF TIME UPON ARRIVAL OF THE CONSIGNMENTS. LOADING AT TRANSPORTERS GODOWN, LOCAL TRANSPORT UP TO BHEL/ CLIENT'S STORES/ SITE AND UNLOADING AT STORES/STORAGE YARD/SITE, VERIFICATION AND STACKING SHALL ALSO BE IN THE SCOPE OF CONTRACT.
- 6(C).1.4 <u>DETENTION CHARGES/ DEMURRAGE/ WHARFAGE ETC., WHICH RESULT DUE TO CONTRACTOR'S FAULT, SHALL BE RECOVERED FROM THE BILL PAYMENT DUE TO THE CONTRACTOR.</u>
- 6(C).1.5 PAYMENT WILL BE REGULATED ON PRO-RATA BASIS ON THE **ACCEPTED UNIT RATE AS PER SL NO A1.3 "Table for Weightages/ Factors and BOQ of Chapter X SCHEDULE OF RATES & QUANTITIES".** NO OTHER PAYMENT SUCH AS MINIMUM CHARGES FOR CARRIER ETC WILL BE MADE. ALL ARRANGEMENTS INCLUDING TRANSPORT, LABOUR AND OTHER T&P ETC IS IN CONTRACTOR'S SCOPE. THESE GODOWNS ARE EXPECTED TO BE LOCATED WITHIN A RADIUS OF 50 KM APPROX FROM THE PROJECT SITE.
- 6(C).1.6 ALL THE RESPONSIBILITIES SPECIFIED IN THE CONTRACTOR'S SCOPE FOR THE MATERIALS RECEIVED BY ROAD SHALL ALSO BE APPLICABLE MUTATIS-MUTANDIS FOR ALL THE CONSIGNMENTS (INCOMING SMALLS) RECEIVED FROM TRANSPORTERS GODOWN/S.

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### VI (D) RE-SHIFTING AND RE-STACKING

#### 6(D).1 RE-SHIFTING AND RE-STACKING

OWING TO SEVERAL PROJECT REQUIREMENTS, MANY COMPONENETS MAY HAVE TO BE SHIFTED FROM ORIGINALLY STACKED LOCATIONS TO ELSEWHERE WITHIN THE PROJECT PREMISES FOR THE LEAD DISTANCE NOT EXCEEDING 2.5 KMS. THIS MAY INVOLVE LOADING OF SUCH MATERIAL ONTO A VEHICLE MOVING TO A NEW LOCATION AND UNLOADING/STACKING INCLUDING PROPER INSCRIPTION OF IDENTIFICATION MARKS IF NEEDED. LIST OF ITEMS DULY CERTIFIED BY BHEL OFFICIAL, SHIFTED, UPDATED STOCK RECORDS ABOUT CHANGE IN LOCATION ETC SHALL BE PREPARED/SUBMITTED ALONG WITH THE MONTHLY BILLS.

SEPARATE ITEM RATE IS THERE FOR RESHIFTING AND RE-STACKING OF STACKED MATERIALS AND THE PAYMENT WILL BE REGULATED ON PRO-RATA BASIS ON THE ACCEPTED UNIT RATE AS PER SL NO A1.4 of "Table for Weightages/ Factors and BOQ of Chapter X SCHEDULE OF RATES & QUANTITIES"

#### 6(D).2 RE-STACKING/RE-ARRANGING

OVER A PERIOD OF TIME, RESTACKING/REARRANGING OF THE MATERIALS STACKED EARLIER MAY ARISES DUE TO VARIOUS REASONS. THE HANDLING OF SUCH ITEMS WILL ALSO BE IN THE SCOPE OF THIS CONTRACT. THE RESTACKING/ RE-HANDLING MAY BE NECESSITATED FOR ANY EQUIPMENT/ MATERIALS COVERED WITHIN THIS WORK SPECIFICATION. CONTRACTOR SHALL DEPLOY NECESSARY RESOURCES LIKE MANPOWER, T&P, EQUIPMENTS ETC TO CARRY OUT THIS EXERCISE INCLUDING PROPER INSCRIPTION OF IDENTIFICATION MARKS IF NEEDED. LIST OF ITEMS DULY CERTIFIED BY BHEL OFFICIAL, RESTACKED, UPDATED STOCK RECORDS ABOUT CHANGE IN LOCATION ETC SHALL BE PREPARED/SUBMITTED ALONG WITH THE MONTHLY BILLS

RESTACKING AND REARRANGING SHALL BE APPLICABLE FOR MATERIALS RETURNED BY BHEL'S ERECTION CONTRACTORS ALSO.

BIDDER SHALL NOT QUOTE ANY SEPARATE RATE FOR RE-STACKING/RE-ARRANGING OF MATERIAL. THE RATE SHALL BE DERIVED AS PER UNIT RATE CALCULATED FOR ITEM NO A1.4 OF "Table for Weightages/ Factors and BOQ of Chapter X SCHEDULE OF RATES & QUANTITIES".

### VI (E) Material Handling & Material Management of Material Despatches/Outgoing

6(E).1 OUTGOING MATERIALS/DISPATCHES

6(E).1.1 FOR VARYING REASONS MANY A TIMES, PROJECT MATERIALS/BHEL ASSETS/SCRAPS MATERIALS ARE TO BE DISPATCHED TO OTHER BHEL SITES/MFG. UNITS/OTHER LOCATIONS.

6(E).1.2 CONTRACTOR SHALL IDENTIFY, TAG, PACK AND PREPARE GATE PASSES FOR THE MATERIALS TO BE DISPATCHED. MATERIALS SHALL BE LOADED ONTO THE OUTGOING VEHICLES WITH DUE CARE AND HANDED OVER TO THE TRANSPORTER WITH CLEAR GOODS RECEIPT WHICH SHALL BE SUBMITTED WITH BHEL PROMPTLY. BHEL SHALL MAKE ARRANGEMENT FOR THE TRANSPORT VEHICLES AT ITS OWN COST.

PAYMENT WILL BE REGULATED ON PRO-RATA BASIS ON THE ACCEPTED UNIT RATE AS PER SECTION A1.5 of "Table for Weightages/ Factors and BOQ of Chapter X SCHEDULE OF RATES & QUANTITIES".

6(E).1.3 SUCH MATERIALS WHICH NEED TO BE BROUGHT TO TRANSPORTER'S/RAILWAY GODOWN FOR BOOKING, ARRANGEMENTS SHALL BE ADOPTED AS MENTIONED BELOW:

CONTRACTOR SHALL ARRANGE SUITABLE VEHICLE FOR TRANSPORTATION OF MATERIALS /SMALLS FROM STORES/STORAGE YARD/SITE TO TRANSPORTERS GODOWNS, IDENTIFY, TAG, PACK AND PREPARE GATE PASSES FOR THE MATERIALS TO BE DISPATCHED. MATERIALS SHALL BE LOADED ONTO THE OUTGOING VEHICLE WITH DUE CARE AND HANDED OVER TO THE TRANSPORTER WITH CLEAR GOODS RECEIPT WHICH SHALL BE SUBMITTED WITH BHEL PROMPTLY WITHIN THE QUOTED RATES AS PER SL NO A1.7 OF "Table for Weightages/ Factors and BOQ of Chapter X SCHEDULE OF RATES & QUANTITIES"

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#### SECTION - B

#### SECTION B: SCOPE OF WORK: REDEVELOPMENT WORK OF OPEN YARDS

The scope of work comprises of but not limited to the following: -

- Redevelopment of Open storage yard 1 Nos. (40X50M) 01
- 02 Illumination of open storage yard.
- 03 Internal electrification & Illumination of PEB closed store sheds.

All the above jobs shall be as per BHEL Engineer's instructions & drawings.

- (a) Redevelopment Work of open Yard (40M X 50M) 01 Yard :-
- (i) Clearing & leveling of open Yard.
- (iii) Supply & erection of Chain Link wire fencing with supports.
- (vi) Supply & erection of Gate with locking facility.
- (vi) Electrification including lighting arrangement in side as well as out side of open Yard. Fixing of JBs, cables & fixtures is in the scope of bidder.
- (b) Internal electrification of PEB closed store sheds.

NOTE: Fabrication & Erection of PEB Close Shed (15X60M) Qty - 01 shall be in the scope of BHEL.

#### Bidders Scope of work for PEB Close shed

(ii) Only Electrification including lighting arrangement in side as well as out side of PEB Close shed including Fixing of JBs, switches, cables, lighting arrangement & fixtures is in the scope of bidder.

#### 7.1 Responsibility of the Contractor

The contractor shall engage all the unskilled, skilled and especially skilled labour including fabricators, welders and fitters etc. and supervisory staff. Only trained and competent personnel with previous experience in the job shall be employed. However, BHEL reserves the right to decide on the suitability of the workers and other personnel who will be employed by the contractor. BHEL reserves the right to insist on removal of any employee of the contractor at any time, if they found him unsuitable. The contractor shall be bound to follow the instruction of BHEL.

All the materials like wire fencing, Gate painting materials and necessary electric goods etc. shall be supplied by the contractor as per the specification mentioned in the tender/Indian standard specification. The contractor is required to quote their rates inclusive of cost of all materials, labour, etc. BHEL reserves the right to inspect and reject any material not found satisfactory.

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#### 7.2 General Instuctions

- 1. Contractor shall procure erection material from reputed manufacturer & approval for the same shall be obtained from BHEL well in advance before ordering for the materials.
- **2.** The contractor shall take adequate precautions to ensure complete safety and prevention of accidents at site. The safety precautions shall conform to IS codes wherever applicable.
- 3. The work though not specifically mentioned either in the drawings or in the tender specification but are needed to complete the work as per site requirement & instruction of Engineer are also in the scope of this contract & to be erected to the entire satisfaction.
- 4. The contractor shall provide and maintain at his own cost all T & P for carry out the work.
- **5.** BHEL reserves the right to modify/alter the tender drawings, if necessary during the actual execution at site.

#### 7.3 Specification for Civil Works for Open Storage Yard

Standard specifications for various items of work for building as per the relevant IS-codes (latest edition) shall be applicable for this work. The work has to be executed as per standard specification and drawings to the satisfaction of BHEL. **Drawing for Chain Linked Fencing & MS Gate is attached.** 

If any changes in the layout, plan, section, partition etc. is felt necessary by BHEL Engineer to suit site requirement, the same shall be done by contractor as per revised sketches/drawings given by BHEL engineer. Contractor shall ensure/ascertain the stability, safety of the said work. Any modification/variation from the said drawings, if necessary as suggested by the contractor will have to be approved by BHEL in writing.

#### 7.4 Fencing work

#### **Chain Linked Fencing**

Supplying and erecting in position 2.4 m high PVC coated gavanised chain linked fencing of minimum 8 gauge (including PVC coating) of mesh size 75mm x 75mm. The diameter of the hot dip galvanised steel wire for chain link fencing excluding PVC coating shall not be less than 12 gauge. Gl barbed wire fencing of height of 600 mm confirming to IS 298 at top of chain link fencing shall be provided with 4 strands of barbed wire hot dip galvanised wire of 12G comprising of 2 ply of wires with barbs of 16G spaced at 100mm. Cost to include for Gl hook bolts, rings & washers, hot dip galvanised tension wires, 25X6 mm Gl flat stretcher bar at end posts, accessories etc. all complete.

#### **MS Posts**

Supply, fabrication and fixing of mild steel posts for fencing including painting etc all complete.

#### **MS Gate**

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Supply, fabrication and installing in position and testing MS Gates out of channels, joints, angles, flats, plates, pipes, welded steel wire mesh & sheets including stiffners, bracings, fabricated hinges, MS Aldrops with locking arrangement, tempered steel pivot, guide track of MS Tee, bronze aluminium ball bearing arrangements, castor wheels, paintings etc. all complete.

#### 7.5 Electrical Installations

The electrical installation shall generally be carried out in conformity with the requirements of the Indian electricity act, 1910 as amended up to date and the Indian electricity rules, 1956 framed there under and also the relevant regulations of the electric supply authority concerned as well as IS: 732-1963 (revised).

Good workmanship is an essential requirement for compliance with the rules in the code. The work shall be carried out under the direct supervision of a person holding a valid certificate of competency issued by the state government concerned for the type of work involved.

All out door/external lamps shall have weatherproof fittings of design approved by BHEL Engineer so as to effectively prevent the admission of moisture.

The distribution fuse boards shall be located as near as possible to the center of the load they are intended to control.

All main switches shall be of metal clad enclosed pattern, which shall be fixed at close proximity to the point of entry of supply.

Main and branch distribution boards shall be in accordance with Indian standard 732-1963 "code of practice for electrical wiring installation".

PVC conduit wiring system should be adopted through out and all conduit pipes/channel shall be conforming to latest IS. Wiring shall be concealed type for CM's room, Conference hall & computer room.

Approved and good quality copper wire with adequate current carrying capacity/voltage rating with proper insulation as per IS should be used for the entire electrical wiring/installation.

The service connection from outside mains to the switchboard inside the building shall also be carried out by the contractor.

<u>Specifications:</u> Suppling, Installation & commissioning of 50 LED Street Light fitting 150 watt of Crompton / Philips or similar make, complete with one piece of appropriate driver & suitable for directly slipping over light mounting bracket.

7.6 Earthing

All earthing system shall be in accordance with IS: 3043-1966 "code of practice for earthing".

The installation and earthing shall generally be carried out in accordance with the Indian electricity rules 1956 as amended from time to time and the relevant regulations of the electricity supply authority concerned.

All plugs and sockets shall be of three-pin type, one of the pins being connected to earth.

Bodies of all electrical appliances shall be earthed by the use of three pin plugs. The covers of the regulators if or metallic construction, shall be earthed by means of a separate earth wire. A separate earth wire shall be used for earthing these appliances.

All earth wires and earth continuity conductors shall be of copper/-galvanized iron. They shall be either stranded or solid bars of flat rectangular strips and may be bard, provided, due care is taken to avoid corrosion and mechanical damage to it. Inter connections of earth continuity conductors and main and branch earth wires shall be made in such a way that reliable and good electrical connections are permanently ensured.

The neutral conductor shall not be used as earth wire.

Welded, bolted and clamped joints only are permissible. For stranded conductor, sleeve connectors are permissible. Bolted connectors and their screws shall be protected against any possible corrosion.

The path of the earth wire shall, as far as possible, be out of reach of any person and shall be visible for inspection.

The galvanized iron pipe electrodes shall not be smaller than 38mm internal diameter and shall not be less than 3.5M. In length and shall, as far as possible, be embedded below permanent moisture level and shall be one piece only without any joints.

#### 7.7 PAINTING

All the steel items MS Angles & Gate etc. shall be supplied with one coat of red oxide primer; two coats of synthetic enamel paint of approved color and quality shall be applied after fixing in position to achieve uniform finishing. Rates shall be quoted taking into account cost of painting for steel work etc.

Three coats of white washing shall be provided uniformly on all wall surfaces as per IS specification.

Comprehensive list of National Standards for reference and use wherever applicable in the execution of Civil, Erection and Commissioning Contracts

IS No	YEAR	Amd upto	DESCRIPTION	
IS 10204	1982		PORTABLE FIRE EXTINGUISHERS MECHANICAL FOAM TYPE	
IS 10245	1994		SPECIFICATION FOR BREATHING APPARATUS	
IS 10291	1982		SAFETY CODE FOR DRESS DRIVERS IN CIVIL ENGINEERING WORKS	
IS 10658	1983		HIGHER CAPACITY DRY POWDER FIRE EXTINGUISHERS (TROLLEY MOUNTED)	
IS 10662	1992		COLOUR TELEVISION	
IS 10667	1983		GUIDE FOR SELECTION OF INDUSTRIAL SAFETY EQUIPMENT FOR PROTECTION OF FOOT AND LEG	
IS 11037	1984		ELECTRONIC FAN REGULATORS	
IS 11057	1984		INDUSTRIAL SAFETY NETS	
IS 11451	1998		RECOMMENDATION FOR SAFETY AND HEALTH REQUIREMENT RELATING TO OCCUPATION EXPOSURE TO ASBESTOS	
IS 1169	1967		PEDESTAL FANS	
IS 1179	1967		SPECIFICATION FOR EQUIPMENT FOR EYE AND FACE PROTECTION DURING WELDING	
IS 11833	1986		DRY POWDER FIRE EXTINGUISHERS FOR METAL FIRES	
IS 11972	1987		CODE OF PRACTICE FOR SAFETY PRECAUTION TO BE TAKEN WHEN ENTERING A SEWARAGE SYSTEM	
IS 1287	1986		ELECTRIC TOASTER	
IS 13063	1991		STRUCTURAL SAFETY OF BUILDINGS ON SHALLOW FOUNDATIONS ON ROCKS	
IS 13385	1992		SPECIFICATIONS FOR FIRE EXTINGUISHERS 50 LITRE WHEEL MOUNTED WATER TYPE ( GAS CARTRIDGES)	
IS 13386	1992		SPECIFICATIONS FOR FIRE EXTINGUISHERS 50 LITRE MECHANICAL FOAM TYPE	
IS 13415	1992		CODE OF SAFETY FOR PROTECTIVE BARRIERS IN AND AROUND BUILDINGS	
IS 13416	1992		RECOMMENDATIONS FOR PREVENTIVE MEASURES AGAINST HAZARDS AT WORKING PLACE PART 1 TO PART 5	

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	IS 13430	1992	CODE OF PRACTICE FOR SAFETY DURING ADDITIONAL CONSTRUCTION AND ALTERATION TO EXISTING BUILDINGS
	IS 13849	1993	PORTABLE FIRE EXTINGUISHERS DRY POWDER TYPE ( CONSTANT PRESSURE)
	IS 1446	1985	CLASSIFICATION OF DANGEROUS GOODS (FIRST REVISION)
	IS 1476	1979	REFRIGERATORS
	IS 1641	1988	CODE OF PRACTICE FOR FIRE SAFETY OF BUILDINGS (GENERAL): GENERAL PRINCIPLES OF FIRE GRADING AND CLASSIFICATION
	IS 1642	1989	CODE OF PRACTICE FOR FIRE SAFETY OF BUILDINGS- DETAILS OF CONSTRUCTION
	IS 1643	1988	CODE OF PRACTICE FOR FIRE SAFETY OF BUILDINGS (GENERAL): EXPOSURE HAZARD
	IS 1646	1997	CODE OF PRACTICE FOR FIRE SAFETY OF BUILDINGS (GENERAL): ELECTRICAL INSTALLATIONS
	IS 1904	1986	CODE OF PRACTICE FOR DESIGN AND CONSTRUCTION OF FOUNDATIONS IN SOIL
Ì	IS 1905	1987	STRUCTURAL SAFETY OF BUILDINGS MASONARY WALLS
ĺ	IS 2082	1985	ELECTRICAL GEYSERS
Ì	IS 2171	1985	PORTABLE FIRE EXTINGUISHERS DRY POWDER TYPE (CARTRIDGE)
	IS 2309	1989	PRACTICE FOR THE PROTECTION OF BUILDINGS AND ALLIED BUILDINGS AGAINST LIGHTENING
Î	IS 2312	1967	EXHAUST FANS
Ī	IS 2361	1994	SPECIFICATION FOR BUILDING GRIPS – FIRST REVISION
	IS 2418	1977	TUBULAR FLUORSCENT LAMPS IS 2418 (FT-1)
Ĭ	IS 2750	1964	STEEL SCAFFOLDINGS
	IS 2762	1964	SAFE WORKING LOADS IN KGS FOR WIRE ROPE SLINGS
	IS 2878	1986	FIRE EXTINGUISHERS CARBON DIOXIDE TYPE (PORTABLE AND TROLLEY MOUNTED)
Ì	IS 2925	1984	SPECIFICATION FOR INDUSTRIAL SAFETY HELMETS
	IS 3016	1982	CODE OF PRACTICE FOR FIRE PRECAUTIONS IN WELDING AND CUTTING OPERATIONS- FIRST REVISION
Ì	IS 3315	1974	DESERT COOLERS
j	IS 3521	1989	INDUSTRIAL SAFETY BELTS AND HARNESS
Ì	IS 368	1983	IMMERSION WATER HEATERS
	IS 3696	1991	SAFETY CODE OF SCAFFOLDS AND LADDERS PART 1 TO 2
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IS 373	37	1996		LEATHER SAFETY BOOTS FOR WORKERS IN HEAVY METAL INDUSTRIES
IS 37	4	1979		CEILING FANS INCLUDING REGULATORS
IS 376	64	1992		EXCAVATION WORK - CODE OF SAFETY
IS 378	36	1983		METHOD FOR COMPUTATION OF FREQUENCY AND SEVERITY RATES FOR INDUSTRIAL INJURIES AND CLASSIFICATION OF INDUSTRIAL ACCIDENTS
IS 393	35	1966		CODE OF PRACTICE FOR COMPOSITE CONSTRUCTION
IS 401	L4	1967		CODE OF PRACTICE FOR STEEL TUBULAR SCAFFOLDING
IS 408	31	1986		SAFETY CODE FOR BLASTING AND RELATED DRILLING OPERATIONS
IS 408	32	1977	1996	STACKING AND STORAGE OF CONSTRUCTION MATERIALS AND COMPONENTS AT SITE
IS 413	30	1991		DEMOLITION OF BUILDINGS - CODE OF SAFETY PART 1 TO 2
IS 413	38	1977		SAFETY CODE FOR WORKING IN COMPRESSED AIR (FIRST REVISION)
IS 415	55	1966		GLOSSARY OF TERMS RELATING TO CHEMICAL AND RADIATION HAZARDS AND HAZARDOUS CHEMICALS
IS 420	9	1967		CODE OF SAFETY FOR CHEMICAL LABORATORY
IS 425	50	1980		FOOD MIXERS
IS 426	32	1967		CODE OF SAFETY FOR SULFURIC ACID
IS 475	6	1978		SAFETY CODE FOR TUNNELING WORK
IS 491	L2	1978		SAFETY REQUIREMENTS FOR FLOOR AND WALL OPENINGS, RAILINGS AND TOE BOARDS
IS 512	21	1969		SAFETY CODE FOR PILING AND OTHER DEEP FOUNDATIONS
IS 518	32	1969	1982	METHODS FOR MEASUREMENT OF AIR POLLUTION
IS 518	34	1969		CODE OF SAFETY FOR HYDROFLUORIC ACID
IS 521	L6	1982	2000	RECOMMENDATIONS ON SAFETY PROCEDURES AND PRACTICE IN ELECTRICAL WORK PART I AND II
IS 55	5	1979		TABLE FANS
IS 555	57	1995		INDUSTRIAL AND SAFETY LINED RUBBER BOOTS ( SECOND REVISION)
IS 591	L6	1970		SAFETY CODE FOR CONSTRUCTION INVOLVING USE OF HOR BITUMINOUS MATERIALS
IS 598	33	1980		SPECIFICATION FOR EYE PROTECTORS – FIRST REVISION
IS 623	34	1986		PORTABLE FIRE EXTINGUISHERS WATER TYPE ( STORED PRESSURE)

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IS 692	1994		CRITERIA FOR SAFETY AND DESIGN OF STRUCTURES SUBJECTED TO UNDERGROUND BLASTS				
IS 6994	1973		SPECIFICATION FOR SAFETY GLOVES				
IS 7155	1986		CODE OF RECOMMENDED PRACTICE FOR CONVEYOR SAFETY (PART 1 TO 8)				
IS 7205	1974		SAFETY CODE FOR ERECTION OF STRUCTURAL STEEL WORK				
IS 7293	1974		SAFETY CODE FOR WORKING WITH CONSTRUCTION MACHINERY				
IS 7323	1994		GUIDELINES FOR OPERATIONS OF RESERVOIRS				
IS 7812	1975		CODE OF SAFETY FOR MERCURY				
IS 7969	1975		SAFETY CODE FOR HANDLING AND STORAGE OF BUILDING MATERIALS				
IS 8089	1976		CODE OF SAFE PRACTICE FOR LAYOUT OF OUTSIDE FACILITIES IN AN INDUSTRIAL PLANT				
IS 8091	1976		CODE OF PRACTICE FOR INDUSTRIAL PLANT LAYOUT				
IS 8095	1976		ACCIDENTS PREVENTION TAGS				
IS 818	1968	1997	CODE OF PRACTICE FOR SAFETY AND HEALTH REQUIREMENTS IN ELECTRIC AND GAS WELDING, AND CUTTING OPERATIONS				
IS 8448	1989		AUTOMATIC LINE VOLTAGE CORRECTOR (STABILISER)				
IS 8519	1977		GUIDE FOR SELECTION OF INDUSTRIAL SAFETY EQUIPMENT FOR BODY PROTECTION				
IS 8520	1977		GUIDE FOR SELECTION OF INDUSTRIAL SAFETY EQUIPMENT FOR EYE, FACE AND EAR PROTECTION				
IS 875	1987		STRUCTURAL SAFETY OF BUILDING: LOADING STANDARD PART 1 TO 5				
IS 8807	1978		GUIDE FOR SELECTION OF INDUSTRIAL SAFETY EQUIPMENT FOR PROTECTION OF ARMS AND HANDS				
IS 8978	1985		INSTANTANEOUS WATER HEATERS				
IS 8989	1978		SAFETY CODE FOR ERECTION OF CONCRETE FRAMED STRUCTURES				
IS 940	1989		PORTABLE FIRE EXTINGUISHERS WATER TYPE ( GAS CARTRIDGE)				
IS 9457	1980		SAFETY COLOURS AND SIGNS				
IS 9679	1980		CODE OF SAFETY FOR WORK ENVIRONMENTAL MONITORING				
IS 9706	1997		CODE OF PRACTICE FOR THE CONSTRUCTION OF AERIAL RPEWAYS FOR THE TRANSPORTATION OF MATERIAL				

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IS 9759	1981	GUIDELINES FOR DEWATERING DURING CONSTRUCTION
IS 9815	1989	 SERVO MOTOR OPERATED LINE VOLTAGE CORRECTOR (SERVO STABILISER)
IS 9944	1992	 RECOMMENDATIONS ON SAFE WORKING LOAD FOR NATURAL AND MAN-MADE FIBRE ROPE SLINGS
IS 996	1979	SINGLE PHASE ELECTRIC MOTORS
ISO 3873	1977	SAFETY HELMET

#### 7.8 NON PERFORMANCE OF BIDDER:

IF WORK GETS DELAYED DUE TO NON-AVAILABILITY OF CONSTRUCTION MATERIALS, LABOURS, ELECTRICIANS & OTHER INPUTS REQUIRED TO COMPLETE THE WORK, BHEL RESERVES THE RIGHT TO GET THE WORK DONE AT THE RISK AND COST OF CONTRACTOR WITHOUT PREJUDICE TO RIGHTS OF BHEL AS IN GENERAL CONDITIONS OF CONTRACT. OVERHEADS WILL BE CHARGED ON DIFFERENTIAL AMOUNT AS PER GCC.

#### 7.9 MOBILIZATION OF SITE

AFTER RECEIPT OF FAX/MAIL LOI, CONTRACTOR SHALL DISCUSS WITH PROJECT MANAGER / CONSTRUCTION MANAGER REGARDING INITIAL MOBILISATION. CONTRACTOR SHALL MOBILIZE NECESSARY RESOURCES WITHIN 03 DAYS AFTER ISSUE OF FAX / MAIL / LETTER OF INTENT OR AS PER THE DIRECTIVE OF PROJECT MANAGER / CONSTRUCTION MANAGER. SUCH RESOURCES SHALL BE PROGRESSIVELY AUGMENTED TO MATCH THE SCHEDULE OF MILESTONES ACTIVITIES AS INTIMATED BY PROJECT MANAGER/SITE ENGINEER. THE START DATE OF WORK FOR REDEVELOPMENT OF OPEN YARDS BY THE CONTRACTOR AS DEFINED IN SCOPE OF THIS CONTRACT & AS CERTIFIED BY BHEL ENGINEER, SHALL BE RECKONED AS THE START OF THE CONTRACT PERIOD.

IN CASE OF DISCREPANCY, THE DECISION OF BHEL ENGINEER IS FINAL.

#### 7.10 AUGMENTATION OF MOBILISATION

CONTRACTOR SHALL SUBSEQUENTLY AUGMENT HIS RESOURCES IN SUCH A MANNER THAT DAILY ERRANDS/ACTIVITIES SHALL BE COMPLETED ON DAILY BASIS AND THE ENTIRE WORK IS COMPLETED WITHIN THE TIME SCHEDULE/CONTRACT PERIOD. MOBILIZATION OF CONTRACTOR'S RESOURCES SHALL BE MADE AND AUGMENTED FROM TIME TO TIME IN SUCH A MANNER THAT THE WORK IN SCOPE IS CARRIED OUT IN AN UNINTERRUPTED MANNER.

#### 7.11 TOOLS & PLANTS

BIDDER TO DEPLOY ALL REQUIRED T&P TO COMPLETE THE WORK WITHIN SCHEDULE IN CONSULTATION WITH BHEL ENGINEER..

#### 7.12 MEASURING AND MONITORING DEVISES (MMD)

BIDDER TO DEPLOY ALL REQUIRED MMDs TO COMPLETE THE WORK WITHIN SCHEDULE IN CONSULTATION WITH BHEL ENGINEER...

#### 7.13 COMPLETION PERIOD

THE COMPLETION PERIOD FOR REDEVELOPMENT WORK OF OPEN YARD UNDER SCOPE SHALL BE 20 DAYS FROM THE DATE OF START OF WORK TO COMPLETION OF REDOVELOPMENT WORK.

#### 7.14 TERMS OF PAYMENT OF SECTION B

PAYMENT SHALL BE MADE IN THREE PARTS AS FOLLOWS:-

- (1) 50% PAYMENT AGAINST REDEVELOPMENT WORK OF OPEN YARD SHALL BE PAID AFTER MOBILIZATION, PREPARATION & SUPPLY OF REQUIRED MATERIAL (ELECTRIFICATION MATERIAL, FENCING MATERIAL ETC) INCLUDING T&P AT SITE.
- (2) 40% PAYMENT AGAINST REDEVELOPMENT WORK OF OPEN YARD SHALL BE PAID AFTER COMPLETION OF ALL REDEVELOPMENT WORK AS PER SCOPE.
- (3) FINAL 10% PAYMENT AGAINST REDEVELOPMENT WORK OF OPEN YARD SHALL BE PAID AFTER INSPECTION & CERTIFICATION BY BHEL ENGINEER & CLEARING OF ALL PUNCH POINTS.

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## TECHNICAL CONDITIONS OF CONTRACT (TCC) Chapter – VIII: Tree Plantation, Watering & Caring

#### **SECTION - C**

## SECTION C: SCOPE OF WORK: TREE PLANTATION, WATERING & CARING (INCLUDING DEPLOYMENT OF MALI)

Bidder shall have to Supply, Plantation of **2230** or more plants & take care (i.e. tree plantation, guarding, regular watering etc) of tree / plats up to completion of E&C Work. The supplied tree plats shall be Mango Tree, Neem Tree, Banyan Tree, Peepal tree, Gulmohar Tree, Garmalo Tree, Deodar Tree, Ashoka Tree, Saag Tree, Sandal Wool, Sheesham Tree, Jamun Tree, Chickoo Tree, Guava Tree, Custer Apple Tree etc. The said tree shall be planted at the place (land within the power plat premises) as per instruction of BHEL Engineer.

- (a) TWO (02) separate worker (Mali) to be deployed by bidder for plantation, guarding & watering of plants.
- (b) The plantation shall be started along with the date of E&C of Second unit. The tentative duration of caring & watering of plant shall be 06 months from the date of plantation.
- (c) The number of alive plants shall be counted at the end of E&C work, it should not be less than **2230**.

#### 8.1 NON PERFORMANCE OF BIDDER:

IF WORK GETS DELAYED DUE TO NON-AVAILABILITY OF INPUTS REQUIRED TO COMPLETE THE WORK, BHEL RESERVES THE RIGHT TO GET THE WORK DONE AT THE RISK AND COST OF CONTRACTOR WITHOUT PREJUDICE TO RIGHTS OF BHEL AS IN GENERAL CONDITIONS OF CONTRACT. OVERHEADS WILL BE CHARGED ON DIFFERENTIAL AMOUNT AS PER GCC.

#### 8.2 AUGMENTATION OF MOBILISATION

CONTRACTOR SHALL SUBSEQUENTLY AUGMENT HIS RESOURCES IN SUCH A MANNER THAT THE ENTIRE WORK IS COMPLETED WITHIN THE TIME SCHEDULE/CONTRACT PERIOD. MOBILIZATION OF CONTRACTOR'S RESOURCES SHALL BE MADE AND AUGMENTED FROM TIME TO TIME IN SUCH A MANNER THAT THE WORK IN SCOPE IS CARRIED OUT IN AN UNINTERRUPTED MANNER.

#### 8.3 TOOLS & PLANTS

BIDDER TO DEPLOY ALL REQUIRED RESOURCES TO COMPLETE THE WORK WITHIN SCHEDULE IN CONSULTATION WITH BHEL ENGINEER..

#### 8.4 MEASURING AND MONITORING DEVISES (MMD)

BIDDER TO DEPLOY ALL REQUIRED RESOURCES TO COMPLETE THE WORK WITHIN SCHEDULE IN CONSULTATION WITH BHEL ENGINEER.

#### 8.5 COMPLETION PERIOD

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## TECHNICAL CONDITIONS OF CONTRACT (TCC) Chapter – VIII: Tree Plantation, Watering & Caring

THE COMPLETION PERIOD FOR TREE PLANTATION, WATERING & CARING (INCLUDING DEPLOYMENT OF MALIS) UNDER SCOPE SHALL BE 06 MONTHS (SIX MONTHS) FROM THE DATE OF PLANTATION & START OF SECOND UNIT E&C WORK.

#### 8.6 MOBILIZATION OF SITE

BIDDER TO MOBILIZE THE SITE WITHIN **07 DAYS** AFTER RECEIPT OF FAX / MAIL OR AS PER THE DIRECTIVE OF PROJECT MANAGER / CONSTRUCTION MANAGER. THE START DATE OF TREE PLANTATION, WATERING & CARING UNDER SCOPE SHALL BE COUNTED FROM THE DATE OF PLANTATION & START OF SECOND UNIT E&C WORK...

IN CASE OF DISCREPANCY, THE DECISION OF BHEL ENGINEER IS FINAL.

#### 8.7 TERMS OF PAYMENT FOR SECTION C

PAYMENT SHALL BE MADE IN TWO PARTS AS FOLLOWS:-

- (1) 50% PAYMENT AGAINST TREE PLANTATION, WATERING & CARING (INCLUDING DEPLOYMENT OF MALI) SHALL BE PAID AFTER SUPPLY & PLANTATION OF 2230 OR MORE PLANTS AT DEFINED AREA WITHIN PLANT.
- (2) FINAL 50% PAYMENT AGAINST TREE PLANTATION, WATERING & CARING (INCLUDING DEPLOYMENT OF MALIS) SHALL BE PAID AFTER WATERING & CARING OF PLANTS FOR 06 MONTHS, COUNTING OF 2230 PLANTS & HAND OVER THESE PLANTS TO GSECL.

Note: BHEL at its sole discretion reserves the right to re-shuffle the work allocation of the personnel deployed.

In case the contractor does not deploy or delays deployment of above said manpower with reference to specific instructions from BHEL, BHEL will levy penalty for delay in the following manner:

A. Mali services @ Rs 300 per service-day

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### 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.

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

- 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

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the extent of goods and service tax will be retained till BHEL avails the credit of GST. Further, transporter shall issue tax invoice which inter alia—includes gross weight of the consignment, name of the consigner and the consignee, registration number of vehicle in which the goods are transported, details of goods transported, details of place of origin and destination, GSTIN of the person liable for paying tax whether as consigner, consignee or goods transport agency, and also containing other information as mentioned under rule 46.

- 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 1<sup>st</sup> 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.

#### **ANNEXURE-1**

#### State wise GSTIN no.s of BHEL

SI. 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		

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9	Telangana	36AAACB4146P1ZG

#### **ANNEXURE-2**

#### **BOCW Act & Cess Act**

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

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

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payment of all statutory payments & compensation under the Employees' Compensation Act, 1923.

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

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### TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-X: Bill of Quantities and % Weightage of Individual Items

### Table for Weightages/ Factors and BOQ

SECTIO	SECTION A: MATERIAL HANDLING AND MANAGEMENT							
SN	DESCRIPTION OF WO	RK	BOQ(MT) (A)	Factors/Weightage for 'Total for Calculation purpose only' w.r.t total lumsump price quoted by bidder				
Section A	<b>\1</b>							
A1.1	Material Handling and Management for Mate through Trucks/Traile	erials received	6600	0.403241870446				
A1.2	Material Handling and Management for Mat through Railway Wago Siding/Station/Godov	erials received ons at Railway	100	0.012511038129				
A1.3	Material Handling and Management for Mat Transporters Godown of 50 KM from Projec	erials received at s within a radius	100	0.014130626579				
A1.4	Material resifting and project premises	re stacking within	100	0.005152695454				
A1.5	Dispatch/Outgoing m	aterials	100	0.005089259896				
Section A	A2: Crane and Pick and	Carry Crane	<u> </u>					
New generation Pick & carry type tyre  A2.1 mounted mobile crane 12/14 MT or above (In Months)			12 Month	0.162559162675				
A2.2	New generation Pick of mounted mobile cran above (In Months)		12 Month	0.171658164377				
	A3: Menial and Secreta		I.					
•	e Fixed as per GSECL \			T =				
SI no.	Description	Man-months	Unit Ra					
A3.1	Menial Services	24	17216	6.94 413206.56				
A3.2 Secretarial Services 24 1				431627.04				
	Total Section A	3		8,44,833.60				

NOTE: 1. The quantity indicated in the BOQ is approximate only and is liable for variation. Payment will be as per actual quantity executed as certified by BHEL Engineer considering above Unit rate of individual items of BOQ.

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### TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-X: Bill of Quantities and % Weightage of Individual Items

SEC1	SECTION B: REDEVELOPMENT WORK OF OPEN YARD						
SN	DESCRIPTION OF WORK	UOM	QTY	Factors/Weightage for 'Total for Calculation purpose only' w.r.t total lumsump price quoted by bidder			
В	REDEVELOPMENT WORK OF OPEN YARD AS PER SCOPE OF WORK	LS	01	0.130481380809			
SEC1	SECTION C: TREE PLANTATION, WATERING & CARING (INCLUDING						
DEPL	OYMENT OF MALI)						
SN	DESCRIPTION OF WORK	UOM	QTY	Factors/Weightage for 'Total for Calculation purpose only' w.r.t total lumsump price quoted by bidder			
С	TREE PLANTATION, WATERING & CARING (INCLUDING DEPLOYMENT OF MALIS) AS PER SCOPE OF WORK	LS	01	0.095142254729			

<u>Instructions to the bidders regarding Price Bid (Bill of Quantities and % Weightage of Individual Items) and its Calculations:</u>

- 1. Schedule of Rates and Quantities consist of the followings:-
- a. Section A:
  - Section-A-1: Material Handling and Management
  - Section-A-2 : Crane and Pick and Carry Crane
  - Section-A-3: Menial and Secretarial Services (Prices Fixed by BHEL)
- b. Section-B: Redevelopment work of open yard (LS)
- c. Section-C: Tree Plantation, Watering & Caring(including deployment of Mali) (LS)

### TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-X: Bill of Quantities and % Weightage of Individual Items

- 2. Bidder has to quote Total Lump-sum price for Section-A1, Section-A2, Section-B & Section-C in VOL II PRICE BID at BHEL E-procurement Portal.
- 3. Prices for Section-A-3: Menial and Secretarial Services are already fixed by BHEL.
- 4. Offer evaluation (L-1, L-2 status) of the bidders shall be done based on the Total Lumpsum Price of Section-A1+A2+B+C as quoted in the Volume II Price Bid.
- 5. Final awarded price shall be based on Total summation of prices of **Section A1 + A2 + A3+ Section B + Section C**
- 6. BHEL has pre-fixed Weightage Factors for 'Total for Calculation purpose only' of individual items of/falling under Section A1, Section A2, Section-B & Section-C. 'Total for Calculation purpose only' for each item falling under these sections are derived by Multiplying Weightage Factors and Grand total amount quoted by the bidder. Further to calculate Item Rate, 'Total for Calculation purpose only' shall be divided by respective quantities, rounding down to two decimal places.
- 7. These item wise Weightage Factors and Quantities allocations are as detailed in above Table.
- 8. Actual Total amount for individual items shall be obtained by multiplying Unit rate of each item as derived in sl no. 6 above to the respective quantities.
- 9. Grand Total of Section-A1, A2, B & C shall be derived by summing up the actual total amount individual items thus derived for (as per SI No 8 above), i.e. Section-A1 + A2 +B+C rounding off to zero decimal places.
- 10. Total Section A1 + A2 +A3+ Section B + Section C shall be considered for award of the work.
- 11. For the convenience of bidders, BHEL has issued an excel sheet 'Excel sheet for calculation purpose only-' with all requisite formulae as detailed above. However, this excel sheet shall not form part of contract document.

BHEL-PSWR (VOL-I-A- TECHNICAL BID)

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