

E - TENDER SPECIFICATION

NO: BHE/PW/PUR/RGMT ESP R&M U-4-5-6-MMS/2375

FOR

THE WORK RECEIPT, UNLOADING, VERIFYING, SHIFTING, STACKING, PRESERVATION, HANDLING AND HANDING OVER OF COMPONENTS OF ESP, COMPLETE ELECTRICAL, CONTROLS AND INSTRUMENTATION EQUIPMENTS, PANELS, CABLES / CABLE TRAYS, AND OTHER RELATED ITEMS, BHEL T & P & OTHER MATERIALS; COMPONENTS & EQUIPMENT OF VARIOUS OTHER SYSTEMS, CEMENT,STRUCTURAL & REINFORCEMENT STEEL AND PROVIDING SERVICES FOR MATERIALS MANAGEMENT.

AT

**3X500 MW NTPC RAMAGUNDAM ESP R & M (UNIT # 4, 5 & 6)
PROJECT**

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 II	Price Bid



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

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THE WORK RECEIPT, UNLOADING, VERIFYING, SHIFTING, STACKING, PRESERVATION, HANDLING AND HANDING OVER OF COMPONENTS OF ESP, COMPLETE ELECTRICAL, CONTROLS AND INSTRUMENTATION EQUIPMENTS, PANELS, CABLES / CABLE TRAYS, AND OTHER RELATED ITEMS, BHEL T & P & OTHER MATERIALS; COMPONENTS & EQUIPMENT OF VARIOUS OTHER SYSTEMS, CEMENT,STRUCTURAL & REINFORCEMENT STEEL AND PROVIDING SERVICES FOR MATERIALS MANAGEMENT **AT 3X500 MW NTPC RAMAGUNDAM ESP R & M (UNIT # 4, 5 & 6) PROJECT.**

EARNEST MONEY DEPOSIT: Refer Notice Inviting Tender

LAST DATE FOR Refer Notice Inviting Tender
TENDER SUBMISSION

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

M/s.

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

For Bharat Heavy Electricals Limited

AGM (Purchase)

Place: Nagpur
Date:

2375

NOTICE INVITING TENDER

Bharat Heavy Electricals Limited



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E-Tender Specification No: BHE/PW/PUR/RGMT ESP R&M U-4-5-6-MMS/2375

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Date: 12/02/2021

NOTICE INVITING E-TENDER (NIT)

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

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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/RGMT ESP R&M U-4-5-6-MMS/2375	
ii	Broad Scope of job	THE WORK RECEIPT, UNLOADING, VERIFYING, SHIFTING, STACKING, PRESERVATION, HANDLING AND HANDING OVER OF COMPONENTS OF ESP, COMPLETE ELECTRICAL, CONTROLS AND INSTRUMENTATION EQUIPMENTS, PANELS, CABLES / CABLE TRAYS, AND OTHER RELATED ITEMS, BHEL T & P & OTHER MATERIALS; COMPONENTS & EQUIPMENT OF VARIOUS OTHER SYSTEMS, CEMENT, STRUCTURAL & REINFORCEMENT STEEL AND PROVIDING SERVICES FOR MATERIALS MANAGEMENT AT 3X500 MW NTPC RAMAGUNDAM ESP R & M (UNIT # 4, 5 & 6) PROJECT.	
iii	DETAILS OF TENDER DOCUMENT		
A	Volume-IA	<i>Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc</i>	<i>Applicable</i>
B	Volume-IB	<i>Special Conditions of Contract (SCC)</i>	<i>Applicable</i>
C	Volume-IC	<i>General Conditions of Contract (GCC)</i>	<i>Applicable</i>
D	Volume-ID	<i>Forms and Procedures</i>	<i>Applicable</i>
E	Volume-IE	<i>Technical Specifications</i>	<i>Applicable</i>
F	Volume-II	<i>Price Bid as specified in E-Procurement Portal</i>	<i>Applicable</i>

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S No.	ISSUE	DESCRIPTION	
iv	Issue of Tender Documents	<p>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:</p> <p>Start : 12/02/2021, Time : 12:00 Closes : 05/03/2021, Time : 10:00</p> <p>Brief information of the tenders shall also be available at central public procurement portal. (https://eprocure.gov.in/epublish/app)</p>	<i>Applicable</i>
v	DUE DATE & TIME OF OFFER SUBMISSION	<p>Date: 05/03/2021, Time: 11.00 Hrs • Place: on E-Tender Portal https://eprocurebhel.co.in</p> <p>Date: 05/03/2021, Time: 17.00 Hrs</p>	<i>Applicable</i>
vi	OPENING OF TENDER (Techno-Commercial Bid)	<p><i>Notes:</i></p> <p>(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.</p> <p>(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.</p>	<i>Applicable</i>
vii	EMD AMOUNT	<p>₹ 2,14,000/- (Rupees Two Lakhs Fourteen Thousand Only).</p> <p>Important Note: Bidders kindly to take note that EMD (Earnest Money Deposit) shall be furnished by MSE bidders as well, as per the amount and procedure indicated in the NIT/GCC.</p>	<i>Applicable</i>
viii	COST OF TENDER	<p><i>Free</i></p> <p>One day before due date of offer submission.</p> <p>Along with soft version also, addressing to undersigned & to others as per contact address given below:</p>	
ix	LAST DATE FOR SEEKING CLARIFICATION	<p>1) Name: P R Chiwarkar Designation:AGM Dept: Purchase Address: Floor no. 5 & 6,Shree Mohini Complex, 345 Kingsway, Nagpur-440001 Phone: Landline: +91-712-2858-633 Email :prchiwarkar@bhel.in Fax:+91-712-2858600</p> <p>2) Name: Tapish Kumar Designation: Dy Manager Dept: Purchase Address: Floor no. 5 & 6,Shree Mohini Complex,</p>	<i>Applicable</i>

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S No.	ISSUE	DESCRIPTION	
		345 Kingsway, Nagpur-440001 Phone: Land Line: +91-712-2858732 Email :tapishkhandelwal@bhel.in Fax:+91-712-2858600	
x	SCHEDULE OF Pre Bid Discussion (PBD)		Not Applicable
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	--	Not Applicable
xii	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com -->Tender Notifications →View Corrigendum), Central Public Procurement portal (https://eprocure.gov.in/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	SHREE MOHINI COMPLEX 345, KINGSWAY, NAGPUR
NAME OF BANK	STATE BANK OF INDIA
NAME OF BANK BRANCH AND BRANCH CODE	SBI, KINGSWAY BRANCH, BRANCH CODE-00432
CITY	NAGPUR
ACCOUNT NUMBER	31380025872
ACCOUNT TYPE	CURRENT A/C
IFSC CODE OF THE BENEFICIARY BANK BRANCH	SBIN0000432
MICR CODE OF THE BANK BRANCH	440002002

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

5.0 Procedure for Submission of Tenders:

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

Documents Comprising the e-Tender

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

a. Technical Tender (UN priced Tender)

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

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

b. Price Bid:

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

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>)

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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

0120-4001 002

0120-4200 462

0120-4001 005

0120-6277 787

1. Peter Raj, NIC, Ph: 9942069052

Email Support: support-eproc@nic.in

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 <http://www.mca.gov.in/> →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):**

Sl. no.	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:- i. Covering letter/Offer forwarding letter of Tenderer. ii. Duly filled in 'No Deviation Certificate' as per prescribed format to be placed after document under sl no (i) above. Note: a. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be placed after	

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	<p>document under sl no (i) above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained.</p> <p>b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding.</p> <p>i). In case of acceptance of the deviations, appropriate leading shall be done by BHEL</p> <p>ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender</p>	
iii.	<p>Supporting documents/ annexure/ schedules/ drawing etc. as required in line with Pre-Qualification criteria.</p> <p>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.</p>	
iv.	All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc. pertinent to this NIT.	
v.	Integrity Pact Agreement (Duly signed by the authorized signatory)	If applicable
vi.	Duly filled in annexures, formats etc. as required under this Tender Specification/NIT	
vii.	Notice inviting Tender (NIT)	
viii.	Volume – I A : Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc.	
ix.	Volume – I B : Special Conditions of Contract (SCC)	
x.	Volume – I C : General Conditions of Contract (GCC)	
xi.	Volume – I D : Forms & Procedures	
xii.	Volume – II (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item	
xiii.	Any other details preferred by bidder with proper indexing.	

	PART-I B	
	<p>ENVELOPE – II superscribed as: PART-I (EMD) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:</p> <p>CONTAINING THE FOLLOWING:-</p>	
	Earnest Money Deposit (EMD) in the form as indicated in this Tender	

	PART-II	
	PRICE BID consisting of the following shall be enclosed	
	ENVELOPE-III	

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

	OUTER COVER	
	<p>ENVELOPE-IV (MAIN ENVELOPE / OUTER ENVELOPE) superscribed as: TECHNO COMMERCIAL BID, PRICE BID & EMD TENDER NO: NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION:</p> <p>CONTAINING THE FOLLOWING:</p>	
i	<ul style="list-style-type: none"> o Envelopes I o Envelopes II o Envelopes III 	

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

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

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

9.0 Assessment of Capacity of Bidders:

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

- 1 **LOAD:** Load takes into consideration **ALL** the contracts of the Bidder under execution with BHEL Regions, irrespective of whether they are similar to the tendered scope or not. The cut off month for reckoning 'Load' shall be the 3rd Month preceding the month corresponding to the 'latest date of bid submission', in the following manner -
(Note: For example, if latest bid submission is in Jan 2017, then the 'load' shall be calculated up to and inclusive of Oct 2016)

Total number of Packages in hand = Load (P)

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

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

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

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

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

- a) $P_1, P_2, P_3, P_4, P_5, \dots, P_N$ etc. be the packages (under execution/ executed during the 'Period of Assessment' in all Regions of BHEL) **SIMILAR** to the packages covered under the tendered scope, excepting packages not commenced. Total number of similar packages for all Regions = P_T (i.e. $P_T = P_1 + P_2 + P_3 + P_4 + \dots + P_N$)
- b) Number of Months 'T₁' for which 'Monthly Performance Evaluation' as per relevant formats, should have been done in the 'Period of Assessment' for the corresponding similar package P₁. Similarly T₂ for package P₂, T₃ for package P₃, etc. for the tendered scope. Now calculate cumulative total months 'T_T' for total similar Packages 'P_T' for all Regions (i.e. $T_T = T_1 + T_2 + T_3 + T_4 + \dots + T_N$)
- c) Sum 'S₁' of 'Monthly Performance Evaluation' Scores (S₁₋₁, S₁₋₂, S₁₋₃, S₁₋₄, S₁₋₅.... S_{1-T1}) for similar package P₁, for the 'period of assessment' 'T₁' (i.e. $S_1 = S_{1-1} + S_{1-2} + S_{1-3} + S_{1-4} + S_{1-5} + \dots + S_{1-T1}$). Similarly, S₂ for package P₂ for period T₂, S₃ for package P₃ for period T₃ etc. for the tendered scope for all Regions. Now calculate cumulative sum 'S_T' of 'Monthly Performance Evaluation' Scores for total similar Packages 'P_T' for all Regions (i.e. ' $S_T = S_1 + S_2 + S_3 + S_4 + S_5 + \dots + S_N$ ')
- d) **Overall Performance Rating 'R_{BHEL}' for the Similar Package/Packages** (under execution/ executed during the 'Period of Assessment') in all the Power Sector Regions of BHEL

Aggregate of Performance scores for all similar packages in all the Regions

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S_T
 $=$
 ---Aggregate of months for each of the similar packages for which
 performance
 should have been evaluated in all the Regions
 T_T
 $=$

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

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

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Sl. No.	Item Description	Details for all Regions							Total
		(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)	
(i)	(ii)								(x)
4	Sum of Monthly Performance scores of the corresponding Package for the corresponding period (as in row-3)	S ₁	S ₂	S ₃	S ₄	S ₅	...	S _N	Sum (Σ) of columns (iii) to (ix) = S _T

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

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

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

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

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

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

3 'Assessment of Capacity of Bidder':

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

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

Note:

- In case the value of P_{Max} results in a fraction, the value of P_{Max} is to be rounded off to next whole number

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- ii). For $R_{BHEL} = 60$, $P_{Max} = '1'$
- iii). For $R_{BHEL} \geq 80$, there will be no upper limit on P_{Max}

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

4 Explanatory note:

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

Table-1

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

- iii). Bidders who have not been evaluated for at least six package months in the last 24 months preceding and including the Cut-off month in the online BHEL system for

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contractor performance evaluation in BHEL PS Regions, shall be considered “NEW VENDOR”.

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

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

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

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

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

iv). Consequent upon applying the criteria of ‘Assessment of Capacity of Bidders’ detailed above on all the bidders qualified against Technical and Financial Qualification criteria, if the number of qualified bidders reduces to less than minimum no. of bidders required for conducting RA as per extant RA Guidelines, then for further processing of the Tender, BHEL at its discretion reserves the right to also consider the bidders who are “not qualified” as per criteria of ‘Assessment of Capacity of Bidders’ and for this, procedure described in following three options shall be followed:

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

Note:- In case, the number of bidders qualified against Technical and Financial Qualification criteria itself is less than minimum no. of bidders required for conducting RA as per extant RA Guidelines, then all bidders (a)- having Overall Performance Rating

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(‘RBHEL’) ≥60, (b)- “First timer” bidders having average of available performance scores ≥60 upto and including the Cut Off month, (c)- “First timer” bidders for whom no performance score is available in the system upto and including the Cut Off month, shall be considered qualified against criteria of ‘Assessment of Capacity of Bidders’ for further processing of tender.

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

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

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

vi). Contractor shall provide the latest contact details i.e. mail-ID and Correspondence Address to SCT Department, so that same can be entered in the Contractor Performance Evaluation System, and in case of any change/discrepancy same shall be informed immediately. Login Details for viewing scores in Contractor Performance Evaluation System shall be provided to the Contractor by SCT Department.

vii). Performance Evaluation for Activity Month shall be completed in Evaluation Month (i.e. month next to Activity Month) or in rare cases in Post Evaluation Month (i.e. month next to Evaluation Month) after approval from Competent Authority. In case scores are not acceptable, Contractor can submit Review Request to GM Site/ GM Project latest by 25th of Evaluation Month or 3 days after approval of score, whichever is later. However, acceptance/rejection of ‘Review Request’ solely depends on the discretion of GM Site/GM Project. After acceptance of Review Request, evaluation score shall be reviewed at site and the score after completion of review process shall be acceptable and binding on the contractor.

viii). Project on Hold due to reasons not attributable to bidder -

- a. **Short hold:** Evaluation shall not be applicable for this period, however Loading will be considered.
- b. **Long hold:** Short hold for continuous six months and beyond or hold on account of Force Majeure shall be considered as Long Hold. Evaluation as well as Loading shall not be considered for this period.

ix). Performance evaluation 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.

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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 be deemed to be in compliance with tender including PBD.

15.0 Void

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

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

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

19.0 **Reverse Auction:** Applicable. "BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com on "supplier registration page".) for this tender. RA shall be conducted among all the techno-commercially qualified bidders.

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

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

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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 www.bhel.com on "supplier registration page".

28.0 The offers of the bidders who are on the banned/ hold list and also the offer of the bidders, who engage the services of the banned/ hold firms, shall be rejected. The list of **banned/ hold firms** is available on BHEL web site www.bhel.com.

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

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

28.1.2 **Commitment by Bidder/ Supplier/ Contractor:**

- (i) The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.
- (ii) The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.
- (iii) The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the prices or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in

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

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

31.0 PREFERENCE TO MAKE IN INDIA:

For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/Non-Local Supplier and purchase preferences to Class I local supplier, is as defined in 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

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- 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:

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

Explanation

- 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 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.

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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.

35.0 **Order of Precedence:**

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

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

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

For BHARAT HEAVY ELECTRICALS LTD

(Addl. General Manager - Purchase)

Enclosure:

- 1) Annexure-1: Pre Qualifying Requirements.
- 2) Annexure-2: Check List.
- 3) ~~Annexure-3: Certificate by Chartered Accountant~~
- 4) Annexure-4: Reverse Auction Process Compliance Form
- 5) Annexure-5: Authorization of representative who will participate in the online Reverse Auction Process
- 6) Annexure-6: RA Price Confirmation and Breakup
- 7) Annexure-7: Integrity Pact
- 8) Annexure-8: Undertaking as per PQR C4 of Annexure-1 i.e. PQR
- 9) Annexure-9: Declaration reg. Related Firms & their areas of Activities
- 10) Annexure-10 Declaration regarding minimum local content
- 11) Annexure-11: Declaration regarding compliance to restrictions under rule 144 (xi) of GFR 2017
- 12) Annexure 12: Important information.

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ANNEXURE - 1

PRE QUALIFYING CRITERIA

JOB	THE WORK RECEIPT, UNLOADING, VERIFYING, SHIFTING, STACKING, PRESERVATION, HANDLING AND HANDING OVER OF COMPONENTS OF ESP, COMPLETE ELECTRICAL, CONTROLS AND INSTRUMENTATION EQUIPMENTS, PANELS, CABLES / CABLE TRAYS, AND OTHER RELATED ITEMS, BHEL T & P & OTHER MATERIALS; COMPONENTS & EQUIPMENT OF VARIOUS OTHER SYSTEMS, CEMENT, STRUCTURAL & REINFORCEMENT STEEL AND PROVIDING SERVICES FOR MATERIALS MANAGEMENT AT 3X500 MW NTPC RAMAGUNDAM ESP R & M (UNIT # 4, 5 & 6) PROJECT		
		Bidders claim in respect of fulfilling the PQR Criteria	
SL NO	PRE QUALIFICATION CRITERIA	Applicability	
A	<p>Submission of Integrity Pact duly signed (if applicable)</p> <p>(Note: To be submitted by Prime Bidder & Consortium /Technical Tie up partner jointly in case Consortium bidding is permitted, otherwise by the sole bidder)</p>	NOT APPLICABLE	
TECHNICAL PQR:			
	<p>B.1) Not Applicable</p> <p>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 OR B.2.5) in last seven years as on the latest date of offer Submission:</p> <p>B.2.1) Completed the work of Material* unloading for 190 MW or above rating Thermal Power Project in a single work order.</p> <p style="text-align: center;">OR</p> <p>B.2.2) "One job of Material* unloading of 16162 MT or higher in a single Work Order" OR "One job of Material* unloading of value of Rs.85.6 Lakhs or higher in a single Work Order in any Industry, Industrial or Infrastructure project or Thermal Power Project.</p> <p style="text-align: center;">OR</p> <p>B.2.3) "Two jobs of Material* unloading each of 10101 MT or higher" OR Two jobs of Material* unloading each of value Rs. 53.5 Lakhs or higher in any Industry, Industrial or Infrastructure project or Thermal Power Project.</p> <p style="text-align: center;">OR</p> <p>B.2.4) "Three jobs of Material* unloading each of 8081 MT or higher" OR Three jobs of Material* unloading each of value Rs. 42.8 Lakhs or higher in any Industry, Industrial or Infrastructure project or Thermal Power Project.</p> <p style="text-align: center;">OR</p> <p>B.2.5) Bidder must have Executed Erection & Commissioning of At</p>	APPLICABLE	
B			

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	least One Boiler (Consisting of "Pressure Parts" and "Structure" of the same unit) as standalone Bidder of a Unit of rating ≥ 190 MW. (*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).		
C.1	FINANCIAL TURNOVER: Bidders must have achieved an average annual financial turnover (audited) of Rs 32.10 Lakhs or more over last three Financial Years (FY) i.e. '2016-17, 2017-18 & 2018-19' OR '2017-18, 2018-19 & 2019-20'* *To consider last three financial years as '2016-17, 2017-18 & 2018-19', bidder must provide a declaration that they do not have financial (audited) statements for FY 2019-20.	APPLICABLE	
C.2	NETWORTH (only in case of Companies) Net worth of the Bidder based on the latest Audited Accounts as furnished for 'C-1' above should be positive.	APPLICABLE	
C.3	PROFIT Bidder must have earned profit in any one of the three Financial Years as applicable in the last three Financial Years as furnished for 'C-1' above.	APPLICABLE	
C-4	Bidder must not be under Bankruptcy Code Proceedings (IBC) by NCLT or under Liquidation / BIFR, which will render him ineligible for participation in this tender, and shall submit undertaking (Annexure-8) to this effect.	APPLICABLE	
D	Assessment of Capacity of Bidder: The "Assessment of Capacity of Bidders" for this Tender shall be carried out by considering the identified similar packages as ' Material Management '.	APPLICABLE	
E	Approval of Customer (if applicable) Note: Names of bidders (including consortium/Technical Tie up partners in case consortium bidding is permitted) who stand qualified after compliance of criteria A to D shall be forwarded to customer for their approval	APPLICABLE	
F	Price Bid Opening Note: Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria A to E		BY BHEL
G	Consortium tie-ups	NOT APPLICABLE	
	Explanatory Notes for the POR (unless otherwise specified in the POR): Explanatory Notes for PQR B.2.2, B.2.3 & B.2.4 (Technical)		
	<ul style="list-style-type: none"> • For the criteria, actual executed value shall be considered. • Value of work is to be updated with indices for "All India Avg. Consumer Price index for 		

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industrial workers" and "Monthly Whole Sale Price Index for All Commodities" with base month as per last month of work execution and indexed up to three (3) months prior to the month of latest due date of bid submission as per following formula-

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

Where

P = Updated value of work

R = Value of executed work

X_N = All India Avg. Consumer Price index for industrial workers for three months prior to the month of latest due date of bid submission (e.g. If latest bid submission date is 02-Mar-17, then bid submission month shall be reckoned as March'17 and index for Dec'2016 shall be considered).

X_0 = All India Avg. Consumer Price index for industrial workers for last month of work execution

Y_N = Monthly Whole Sale Price Index for All Commodities for three months prior to the month of latest due date of bid submission (e.g. If latest bid submission date is 02-Mar-17, then bid-submission month shall be reckoned as March'17 and index for Dec'2016 shall be considered).

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.
 - l. "SPINNING" in respect of HTG.
 - m. "GAS IN" in respect of FGD
3. Boiler means HRSG or WHRB or any other types of Steam Generator.
4. Power Cycle piping means Main Steam, Hot Reheat, Cold Reheat, HP Bypass.
5. For the purpose of evaluation of the PQR, one MW shall be considered equivalent to 3.5 TPH where ever rating of HRSG/BOILER is mentioned in MW. Similarly, where ever rating of Gas Turbine is mentioned in terms of Frame size, ISO rating of the same in terms of MW shall be considered for evaluation.

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Explanatory Notes for PQR -C (Financial):

C-1:

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

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

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

$$\text{Net worth} = \text{Paid up share capital} + \text{Reserves}$$

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

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

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

Common Explanatory Notes:

1. Void
2. Completion date for achievement of the technical criteria specified in the Common QR should be in the last 7 years ending on the 'latest date of Bid Submission' of Tender irrespective of date of the start of work.
3. "Executed" means the bidder should have achieved the technical criteria specified in the Common QR even if the Contract has not been completed or closed.
4. In case the Experience/PO/WO certificate enclosed by bidders do not have separate break up of prices for the E&C portion for Electrical and C&I works (i.e. the certificates enclosed are for composite order for supply and erection of Electrical and C&I and other works if any), then value of Erection & Commissioning for the Electrical and C&I portion shall be considered as 15% of the price for supply & erection of Electrical and C&I.
5. Following shall be complied with in case of consortium:
 - a. The Prime Bidder and Consortium Partner(s) are required to enter in to a consortium agreement and certify to BHEL regarding existence and validity of their consortium agreement in line with validity period mentioned in NIT.
 - b. Prime Bidder and Consortium partners shall be approved by Customer for being considered for the tender (applicable if customer approval is required).
 - c. Number of partners including prime Bidder shall be NOT more than 3 (three).
 - d. Prime Bidder alone shall necessarily comply with "B1 Technical Criteria" except for mechanical package where B1 criteria is not applicable.
 - e. Prime Bidder and Consortium Partner shall together comply with the 'Pre-Qualification Requirements' specified for the respective category of technical requirement as per "B2 technical criteria".

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	<ul style="list-style-type: none">f. Prime Bidder shall comply with all other Pre Qualifying criteria for the Tender unless otherwise specified.g. All other conditions shall be read in conjunction with clause no 23.0 of NIT.h. Prime Bidder shall be the Bidder who has a major share of work.i. Prime Bidder shall be responsible for the overall execution of the Contract.j. Performance shall be evaluated for Prime Bidder and the Consortium partner for their respective scope of work.k. In case the Consortium partner backs out, another consortium partner meeting the QRs, has to be engaged by Prime Bidder and if not, the respective work will be withdrawn and executed on risk and cost basis of the prime bidder.l. In case Prime Bidder withdraws or insolvency / liquidation / winding up proceedings have been initiated / admitted against the Prime Bidder, BHEL reserves the right to 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 BHELm. 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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ANNEXURE - 2

CHECK LIST

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

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

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

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

DATE :

AUTHORISED SIGNATORY

(With Name, Designation and Company seal)

ANNEXURE-3

Certificate by Chartered Accountant on letter head

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

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

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

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

(Strike off whichever is not applicable)

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

Or

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

Or

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

Date:

(Signature)

Name:

Membership Number:

Seal of the Chartered Accountant

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ANNEXURE-4

Reverse Auction Process Compliance Form

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

To

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

Sub: Agreement to the Process related Terms and Conditions

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the RFQ document for {Items} against BHEL enquiry/ RFQ no.{ BHE/PW/PUR/RGMT ESP R&M U-4-5-6-MMS/2375} dt. {.....}

This letter is to confirm that:

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

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

With regards

Signature with company seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

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

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ANNEXURE – 5

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

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

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ANNEXURE - 6

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

To

- *M/s. Service provider*
- *Postal address*

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

Sub: Final price quoted during Reverse Auction and price breakup

Dear Sir,

We confirm that we have quoted.

Rs. _____ (in value) &

_____ (in words)

for item(s) covered under tender enquiry No. BHE/PW/PUR/RGMT ESP R&M U-4-5-6-MMS/2375

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

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

Yours sincerely,

For _____

Name:

Company:

Date:

Seal:

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ANNEXURE - 7

Not Applicable

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ANNEXURE - 8

UNDERTAKING

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

To,

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

Dear Sir/Madam,

**Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY
PROCEEDINGS**

Ref: NIT/Tender Specification No: BHE/PW/PUR/RGMT ESP R&M U-4-5-6-MMS/2375

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

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

Place:

Date:

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Annexure-9

DECLARATION

Date: _____

To: _____

BHEL, _____

Email: _____

Sub: Details of related firms and their area of activities

Dear Sir/ Madam,

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

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

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

Regards,
(_____)

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

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Annexure-10

**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 be typed and submitted in the Letter Head of the Entity/Firm providing certificate as applicable)

To,

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

Dear Sir,

Sub: 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:
2) All other pertinent issues till date

We hereby certify that the items/works/services offered by.....
(specify the name of the organization here) has a local content of _____ % and this meets the local content requirement for '**Class-I local supplier**' / '**Class II local supplier**' ** as defined in Public Procurement (Preference to Make in India), Order 2017-Revision dated 04.06.2020 issued by DPIIT and subsequent order(s).

The details of the location(s) at which the local value addition is made are as follows:

1. _____ 2. _____
3. _____ 4. _____

...

Thanking you,
Yours faithfully,

**(Signature, Date & Seal of
Authorized Signatory of the Bidder)**

**** - 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 a practising cost accountant or practicing chartered accountant (in respect of suppliers other than companies).
3. 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

**DECLARATION REGARDING COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (xi)
OF GFR 2017**

(To be typed and submitted in the Letter Head of the Entity/Firm providing certificate as applicable)

To,

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

Dear Sir,

Sub: Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017

Ref : 1) NIT/Tender Specification No:,
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*), is not from such a country / 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)*); 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)**

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:

AGM /Purchase BHEL PSWR,
SRIMOHINI COMPLEX, Floor No. 5 & 6, 345 KINGSWAY, NAGPUR 440001,
INDIA

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

AGM Purchase, Email: prchiwarkar@bhel.in, Ph: +91 - 712 - 2858 - 633
Dy Manager Purchase, Email: svm@bhel.in Ph: +91 - 712 - 2858 -715
Dy Manager Purchase, Email: nktiwari@bhel.in, Ph: +91 - 712 - 3048 - 713
Asst. Engineer Purchase, Email: bajnath@bhel.in, Ph: +91 - 712 - 3048 - 652

- 1. Refer Chapter XII of Volume IB Special Conditions of Contract regarding Suspension of Business Dealings: The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' has now been uploaded on www.bhel.com on "supplier registration page" at the following link: http://www.bhel.com/vender_registration/pdf/Suspension_guidelines_abridged.pdf**
- 2. All Statutory Requirements as applicable for this project shall be complied with.**
- 3. Following clause shall form part of the HSE documents issued under Chapter IX of Volume IB 'Special Conditions of Contract'**

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

- 4. Void**
- 5. Void**
- 6. The following paragraph has been added in clause 2.7.1 under clause 2.7 "Rights of BHEL" of General Conditions of Contract (Volume-IC GCC):**

In case of inadequate manpower deployed by contractor, BHEL reserves the right to deploy additional manpower through any other agency for expediting activities in the interest of the project. Supplied manpower shall be put on job by the contractor and payments and other statutory compliances related to

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manpower shall be the contractor's responsibility. In case of contractor's failure to fulfil his obligations in respect of such manpower, BHEL reserves the right to take necessary action as per contract conditions

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

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

8. Compensation in case of Death/ Permanent Incapacitation of Person: BHEL shall recover the amount of compensation paid to victim (s) by BHEL towards loss of life/ permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employee as detailed below:

- a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.
- b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/ operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works/ during working at BHEL Units/ Offices/ townships and premises/ Project sites.
- c) Compensation in respect of each of the victims:
 - (ii) In the event of death or **permanent disability** resulting from **Loss of both limbs**: Rs 10,00,000/- (**Rs Ten Lakh**)
 - (iii) In the event of **other permanent disability**: Rs 7,00,000/- (**Rs Seven Lakh**)
- d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2(I) of the Employee's Compensation Act, 1923.

9. 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

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Deutsche Bank
HDFC Bank Ltd.
The Hongkond and Shanghai Banking Corporation Ltd
ICICI Bank Ltd.
IDBI Ltd.
Punjab National Bank
Standard Chartered Bank
State Bank of Travancore
State Bank of Hyderabad
Syndicate Bank

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

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

10. Broad Terms & Conditions of Reverse Auction:

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

"BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) (http://www.bhel.com/vender_registration/pdf/Guidelines%20for%20Reverse%20Auction-2020.pdf) for this tender. RA shall be conducted among all the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking."

Note:-

- 1. No benefits to MSE bidders w.r.t Reverse Auction Guidelines as available on www.bhel.com.***
- 2. In case of enquiry through e-procurement the sealed electronic price bid (e-bid) is to be treated as sealed envelope price bid.***

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

12. Clause no. 2.24 of GCC PERFORMANCE GUARANTEE FOR WORKMANSHIP: Not Applicable.

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13. RETENTION AMOUNT (Clause no 2.22 of GCC): Applicable. Clause 2.22.2 of GCC is Amended as given below:
Refund of Retention Amount: 100% of retention amount along with 'Final Bill'

14. OVER RUN COMPENSATION Clause no. 2.12 of Vol I C GCC: Not applicable for Section A2 (Cranes) & A3 (Manpower) of Schedule of Rates & Quantities in Chapter XIV.

15. PRICE VARIATION COMPENSATION Clause no. 2.17 of Vol I C GCC : Not applicable for Section A2 (Cranes) & A3 (Manpower) of Schedule of Rates & Quantities in Chapter XIV.

16. Bidder to strictly follow all the necessary guidelines issued by Customer, District Magistrate, State Government and Central government to control Covid-19 outbreak. The related towards quarantine Centre/Medical expenses etc., if any, shall be in the bidder's scope

17. Cl 1.2.1 of '1.2 Submission of Tenders' of Chapter -1 of VOL IC- GCC (General Conditions of Contract) is amendment as below:

Existing	Amended/To be read as
1.2.1) The tenderers must submit their tenders to Officer inviting tender (Or upload on E portal website https://bhel.abcprocure.com in case of E tender) as per instructions in the NIT.	1.2.1) The tenderers must submit their tenders to Officer inviting tender (Or upload on E portal website https://eprocurebhel.co.in in case of E tender) as per instructions in the NIT.

NOTE / New:

E procurement portal for E tendering is: E portal website -

<https://eprocurebhel.co.in> All relevant clauses shall be read accordingly.

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TECHNICAL CONDITIONS OF CONTRACT (TCC)

BHARAT HEAVY ELECTRICALS
LIMITED



Sl No	DESCRIPTION	Chapter
Volume-IA	Contract specific details & Technical Specifications	
1.	Project Information	Chapter-I
2.	Scope of Works	Chapter-II
3.	Facilities in the scope of Contractor/BHEL (Scope Matrix)	Chapter-III
4.	T&Ps and MMEs to be deployed by Contractor	Chapter-IV
5.	T&Ps and MMEs to be deployed by BHEL on sharing basis	Chapter-V
6.	Time Schedule	Chapter-VI
7.	Terms of Payment	Chapter-VII
8.	Taxes and other Duties	Chapter-VIII
9.	General	Chapter-IX
10.	Material Handling & Material Management of Material Received by Road	Chapter-X
11.	Material Handling & Material Management of Material Received by Rail	Chapter-XI
12.	Re-shifting & Restacking	Chapter-XII
13.	Material Handling & Material Management of Material Collections/Dispatches	Chapter-XIII
14.	Schedule of rates & quantities	Chapter-XIV

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - I: Project Information

Project Information		
1.0 Project Title		
1.1	Project Name	3X500 MW NTPC Ramagundam ESP R & M (UNIT # 4, 5 & 6) PROJECT
1.2	Rating/Plant Capacity	Stage-II (3X500MW)
1.3	Owner	National Thermal Power Corporation (NTPC)
2.0 Location and approaches		
2.1	Nearest Town/City	Ramagundam
2.2	State Capitol	Hyderabad
2.3	Nearest Railway Station	Ramagundam
2.4	Nearest Airport	Hyderabad
2.5	Nearest Road Access	SH-1 is connected with Hyderabad-Karimnagar-Peddapalli-Ramagundam Highway.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - II: Scope of Works

SCOPE OF WORK

2.0 The Scope of work of this tender specification of Materials Handling & Material Management services for 3X500 MW NTPC Ramagundam ESP R & M (UNIT # 4, 5 & 6) Project, shall broadly as under:

1. The work receipt, unloading, verifying, shifting, stacking, preservation, handling and handing over of components of ESP, complete electrical, controls and instrumentation equipments, panels, cables / cable trays, and other related items, BHEL T & P & other materials; components & equipment of various other systems, structural & reinforcement steel and providing services for materials management.
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.
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.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - II: Scope of Works

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.

Scope of work is further detailed in various clauses hereafter.

2.1 Major packages to be handled are as under (for existing modified ESPs of Unit # 4 to 6):

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

1. Structural & Reinforcement Steel
2. Other BHEL supplied (manufactured/bought out items).
3. Cement (received in bags or bulkers).
4. Construction equipments of BHEL sent in dismantled condition and other items received from other sites/locations.
5. Materials and consumables required for erection & commissioning of plant.
6. Casing wall
7. Bottom diagonal bracings
8. ESP inlet casing support structure
9. Pyramidal ash collection hoppers for new additional field made of 5 mm thick plate, outlet flanges, poke holes, access doors and heaters.
10. Ash level indicator
11. Set of gas distribution screens
12. Rapping system for emitting and collecting system
13. Support insulators, bushing insulator for direct connection to the transformer/rectifier.
14. High voltage emitting system consisting of frame work supported from insulators, emitting electrodes of spiral type made out of stainless steel wires and rapping mechanism including rapping shafts, shaft insulators, angularly displaced tumbling hammers, drives arrangements and geared motor.
15. Collecting electrode LXBH(M) (16.5mX1.76mX2.02m) system consisting of supporting arrangement, collecting electrodes rapping mechanism including shock bars, rapping shafts, angularly displaced tumbling hammers, drive arrangement and geared motor.
16. Set of Insulator housings complete with ducting to each transformer.
17. High voltage bus duct
18. Gas screening plates for casing and hoppers.
19. Slide supports
20. ESP supporting structure consisting of pre-fabricated columns, cross ties, foot plates and foundation bolts

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - II: Scope of Works

21. Longitudinal roof beams and transverse roof beams
22. Outlet funnel fabricated from 5 mm thick mild steel plate reinforced with beams, stiffeners and complete with splitters.
23. ESP outer roof fabricated from chequered plate of 5 mm thickness
24. 95 kV (peak) / 1000 mA (56 Nos.) Silicon oil immersed transformer rectifier units with conservator and with oil pan and associated control cubicles.
25. Roof covered sheet 0.6 mm color coated sheet
26. Panel type heating element
27. Tubular type electrical heating elements for support insulators along with thermostat and tubular type electrical heating element alone for shaft insulators.
28. Electrically operated hoist for lifting & handling of Transformer rectifier sets
29. LTMSB of single / double Panel
30. ACP
31. Mechanical Interlock system consisting of key exchange boxes and interlocks
32. LT power and control cables of XLPE/PVC insulation, PVC-FRLS type, armoured, cable tray and tray supports
33. Electronic control panel and the field mounted electrical components of ESP.
34. 6 mm MS plate & Structural steel of 80 MT per Unit (i.e. 240 MT for three Units) for repair of existing duct work from APH outlet flange to Inlet of expansion joints at ID fan(s) inlet, ESP casing, inlet & outlet cone, hoppers based on condition assessment.
35. Thermal insulation for precipitator walls, roof panels, hoppers and funnels, ducts with 75 mm thick lightly resin bonded mineral wool mattress of 100 kg/m³ bulk density, Insulation cladding material made up of 0.71 mm thick (22 SWG) plain Aluminum sheet and other fixing materials like studs, retainers etc. for complete ESP.
36. ESP Integrated Operating System (IOS)
37. Special tools and tackles for operation and maintenance of ESP.
38. Mandatory Spares
39. Commissioning Spares.
40. Ducting Material with supporting structure
41. Metallic type expansion joints
42. Guillotine gates with electrical actuator
43. BHEL T & Ps

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.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - II: Scope of Works

2.2 Bill of Quantity:

Summary of Weight of BOQ under the Scope:-

General idea of weights to be handled for MM works

Weight Schedule For NTPC Ramagundam Stage-II ESP R&M		
Sl no	Unit	Weight (MT)
1	Jhansi	115.2
2	RPT	13731
3	PEM	44.7
4	EPD	58.26
5	PSWR	
5.a	TMT	831
5.b	Structural Steel	35
5.c	Shop Fabricated Structure	1286
5.d	Cement	3200
6	Other (Re-shifting)	901
		20202.16

Note:

1. The product list and the manufacturing units mentioned above are indicative for estimation purpose only. The weight mentioned above is approximate and liable to vary as per design consideration of the manufacturing unit.
2. The payment will be made at the quoted / accepted rates for the tonnage actually handled.
 - a. Total Approx. Weight to be received (including cement supplied in bulkers): **20202.16 MT**
 - b. Total Approx. Weight to be received of Structural steel & TMT: **866 MT**
 - c. Total Approx. Weight to be received of Cement (Bulkers & Bags): **3200 MT**

The weight indicated above 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.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - II: Scope of Works

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 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.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

Sl. No	Description Part I	Scope / to be taken care by		Remarks
		BHEL	Bidder	
3.1	Establishment			
3.1.1	For Construction Purpose:			
a	Open space for office (as per availability)	Yes		Location will be finalized after joint survey with owner.
b	Open space for storage (as per availability)	Yes		Location will be finalized after joint survey with owner Note: There can be more than one location of open storage yard, Closed shed/ Semi Closed shed. Bidder shall make his establishment accordingly for material handling and MM services.
c	Construction of bidder's office, canteen and storage building including supply of materials and other services		Yes	
d	Bidder's all office equipments, office / store / canteen consumables		Yes	
e	Canteen facilities for the bidder's staff, supervisors and engineers etc		Yes	
f	Fire fighting equipments like buckets, extinguishers etc		Yes	
g	Fencing of storage area, office, canteen etc of the bidder		Yes	
3.1.2	For living purposes of the Bidder			
a	Open space for labour colony (as per availability)		Yes	
b	Labour Colony with internal roads, sanitation, complying with statutory requirements		Yes	
3.2.0	Electricity			
3.2.1	Electricity For construction purposes			

TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

Sl. No	Description Part I	Scope / to be taken care by		Remarks
		BHEL	Bidder	
a	Single point source (415 V, A.C., 3 Phase, 50 Hz)	Yes		<p>The contractor shall be provided with free supply of electricity for the purpose of execution of the contract at one point only at work site at 415 V voltage level. The contractor shall make his own further distribution arrangement and shall maintain a minimum drawal power factor of 0.8 and all such devices for maintaining power factor of 0.8 or better shall be under the scope of contractor.</p> <p>The free supply of power will not be provided for the use in the labour and staff colony.</p>
b	Further distribution including all materials, Energy Meter, Protection devices and its service		Yes	
c	Duties and deposits including statutory clearances if applicable		Yes	
3.2.2	Electricity for the office, stores, canteen etc of the bidder			

TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

Sl. No	Description Part I	Scope / to be taken care by		Remarks
		BHEL	Bidder	
a	Single point source	Yes		<p>The contractor shall be provided with free supply of electricity for the purpose of execution of the contract at one point only at work site at 415 V voltage level. The contractor shall make his own further distribution arrangement and shall maintain a minimum drawal power factor of 0.8 and all such devices for maintaining power factor of 0.8 or better shall be under the scope of contractor.</p> <p>The free supply of power will not be provided for the use in the labour and staff colony.</p>
b	Further distribution including all materials, Energy Meter, Protection devices and its service		Yes	
c	Duties and deposits including statutory clearances if applicable		Yes	
3.2.3	Electricity for living accommodation of the bidder's staff, engineers, supervisors etc		YES	
a	Single point source		Yes	
b	Further distribution including all materials, Energy Meter, Protection devices and its service		Yes	
c	Duties and deposits including statutory clearances if applicable		Yes	
3.3.0	Water supply			
3.3.1	For construction purposes:			
a	Making the water available at single point	Yes		<p>Free supply of service water will be made available for construction and drinking purposes at a single point at work site will be provided by owner and its location will be also decided by the owner</p>

TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

Sl. No	Description Part I	Scope / to be taken care by		Remarks
		BHEL	Bidder	
b	Further distribution as per the requirement of work including supply of materials and execution		Yes	
3.3.2	Water supply for Bidder's office, stores, canteen etc..			
a	Making the water available at single point	Yes		Free supply of service water will be made available for construction and drinking purposes at a single point at work site will be provided by owner and its location will be also decided by the owner
b	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	
b	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 and premises shall be in the scope of BHEL.
a.	For construction work (supply of all the necessary materials) 1. At office/storage area 2. At the preassembly area 3. At the construction site /area		Yes	
b	For construction work (execution of the lighting work/ arrangements) 1. At office/storage area 2. At the preassembly area 3. At the construction site /area		Yes	
c	Providing the necessary consumables like bulbs, switches, etc during the course of project work		Yes	
d	Lighting for the living purposes of the bidder at the colony / quarters		Yes	
3.5.0	Communication facilities for site operations of the Bidder			
a	Telephone, fax, internet, wi-fi, e-mail services etc		Yes	

TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

Sl. No	Description	Scope / to be taken care by		Remarks
		BHEL	Bidder	
3.6.0	Compressed air wherever required for the work		Yes	
3.7.0	Demobilization of all the above facilities		YES	
3.8.0	Transportation			
a	For site personnel of the bidder		Yes	
b	For bidder's equipments and consumables (T&P, Consumables etc)		Yes	

Note: There can be more than one location of open storage yard, Closed shed/ Semi Closed shed. Bidder shall make his establishment accordingly for material handling and MM services.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – IV: T&Ps and MMEs to be deployed by Contractor

LIST OF TOOL & PLANTS TO BE DEPLOYED BY THE CONTRACTOR –

SN	DESCRIPTION OF EQUIPMENTS	CAPACITY (MINIMUM)	MINIMUM QUANTITY	REMARKS
1.1	New generation Pick & carry type tyre mounted mobile crane. (Farana). Hydra is not allowed.	14 MT	01	To be deployed as per requirement and as per instruction of BHEL Engineer (Service period in months: 20 months).
1.2	New generation Pick & carry type tyre mounted mobile crane. (Farana). Hydra is not allowed.	14 MT	01	To be deployed as per requirement and as per instruction of BHEL Engineer (Service period in months: 32 months).
2	Truck	Adequate Capacity	As Required	To be deployed as per instruction of BHEL Engineer.
3	Wooden sleepers(*)	Assorted Sizes (3' Ft X 6" X 6")	200 Nos	From the date of start of contract
4	Slings, 'd' -shackles, max puller.	01 MT To 10MT	As Required	To be deployed as per instruction of BHEL Engineer.
5	Spanner sets ring/d	Up To 56 mm	As Required	To be deployed as per instruction of BHEL Engineer.
6	Tarpaulin (**)	Assorted Size	50No.	Size to be decided at Site in consultation with BHEL Engineer

No separate payment will be made for supply of Tarpaulins. Contractor has to provide required number of Tarpaulins 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.

NOTE:

1. The age of the contractor deployed cranes upto SN No 1.1 & 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.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – IV: T&Ps and MMEs to be deployed by Contractor

2. Considering operational safety , the use of material handling equipment “HYDRA” is banned, agencies has to deploy the New generation Pick & carry tyre mounted mobile crane (Farana of required capacity).
3. 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 (MOM) duly signed for deployment..
4. 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.
- 5. 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.**

5.1 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**.

5.2 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.

6. In case of non-compliance if any as listed below in sl. No. 6.1, the charges as mentioned below shall be deducted in the running bills of the respective months.

6.1. 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.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – IV: T&Ps and MMEs to be deployed by Contractor

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”.

7. All the T & Ps deployed by the Bidders shall have valid test certificates. The documentary proof shall be submitted to BHEL Engineer along with applicable valid certificates.
8. 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.
9. 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 engage those T & Ps for which separate monthly rates are being paid as per **“Table for Weightages/ Factors and BOQ of Chapter XIV 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.
10. 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.
11. The wooden sleepers shall be taken back by the contractor on as is where basis is. No claim on account of damage /loss shall be payable by BHEL.
12. The required concrete sleepers, wherever deemed necessary, will be arranged by BHEL free of cost on returnable basis. However, the wooden sleepers shall be provided by the contractor.
13. (*) 100% wooden slippers shall be mobilized from the date of start of contract. In case of non-mobilization of 100% wooden slippers, 20% amount of each RA bill (monthly) shall be withheld till mobilization of the same.
14. (**) The first RA bill will be released only after receipt of 50% of Tarpaulins (25 nos) at site. Balance Tarpaulins shall be supplied as per requirement/as directed by BHEL Engineer.
15. Duration for deployment of major T & P for which separate monthly hiring rates are being paid (Sr no 1.1 and 1.2) as per **“Table for Weightages/ Factors and BOQ of Chapter XIV Schedule of Rates & Quantities”** is tentative and may change as per requirement.
16. Mobilization and demobilization 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-mobilize any/all of these cranes within the contract period/extended contract period with 60 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.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – IV: T&Ps and MMEs to be deployed by Contractor

17. The commencement date of deployment period for each crane may be mutually agreed upon and duly signed minutes of meeting (MOM). However total duration of deployment shall be accommodated within original contract period.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – V: T&Ps and MMEs to be deployed by BHEL on sharing basis

List of T & P to be provided by BHEL free of hire charges on sharing basis:

SN	Description	Quantity	Remarks
1	Crane above 14 MT	01	All cranes (except from contractors scope required for the mentioned work will be arranged by the BHEL as per requirements)

Note:

1. The cranes may be BHEL owned or may be obtained on hiring basis including operating and maintenance crew.
2. Operator and O&M for BHEL owned crane will be provided by BHEL.
3. Operator and O&M for hired crane will be provided by the hiring agency.
4. Contractor shall provide the fuel for BHEL provided cranes (Hired/owned) for his use.
5. Contractor shall provide necessary manpower assistance for initial and final assembly & dismantling and for subsequent operations of boom extension and reduction during execution of work. Contractor shall also make necessary arrangements like laying of special sleeper beds and steel pates (all arranged by contractor) for movement and operation of the crane.
6. Above crane will be provided by BHEL for unloading of only major ODC consignment where contractor's crane or combination of cranes are not capable of doing the mentioned scope of work.

Cranes provided by BHEL will be on sharing basis with other agencies / contractors of BHEL. The allocation of cranes shall be the discretion of BHEL engineer, which shall be binding on the contractor. Cranes will be deployed at appropriate time as decided by BHEL for suitable duration and intended purpose. Augmentation of BHEL T & P under special circumstances shall be discretion of BHEL.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – VI: Time Schedule

6.1 Initial Mobilization

After receipt of fax/mail LOI, contractor shall discuss with Project Manager / Construction Manager regarding initial mobilization. Contractor shall mobilize necessary resources within one week of issue of fax /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.

6.2 Augmentation of Mobilization

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.

6.3 Contract Period

The Contract Period for completion of entire work under scope shall be **32 Months (thirty two) from the "Start of Contract Period".**

The date of receipt / unloading the very first consignment 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.

If work is not completed within contract period the same may be extended for 18 months or less depending upon requirement at the discretion of BHEL & shall be binding on the contractor. Further extension beyond 18 months shall be given upon mutual agreement between BHEL and contractor at the existing terms and conditions.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VII: Terms of Payment

7.1 Terms of Payment

The work receipt, unloading, verifying, shifting, stacking, preservation, handling and handing over of components of ESP, complete electrical, controls and instrumentation equipments, panels, cables / cable trays, and other related items, BHEL T & P & other materials; components & equipment of various other systems, cement, structural & reinforcement steel and providing services for Materials Management at 3X500 MW NTPC Ramagundam ESP R & M (Unit # 4, 5 & 6) Project

ITEM NO	DESCRIPTION OF ACTIVITY	UNIT	% BREAK UP
Section A1			
A.1.1	Material Handling and Material Management for Materials received through Trucks/Trailers at Project Site		100%
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%
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 insurance 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. 7.5 (7.5.1, 7.5.2, 7.5.3, 7.5.4 and 7.5.5)		3%
A.1.2	Material Handling and Material Management for Materials received at Transporters Godowns within a radius of 50 KM from Project Site		100%
1	Unloading from Railway wagons or collection from godowns, Re-loading, 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 insurance claims Etc, and preparation of material receipt certificates in prescribed formats where ever applicable	MT	25%

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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. 7.5 (7.5.1, 7.5.2, 7.5.3, 7.5.4 and 7.5.5)	MT	3%
		MT	100%
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%
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 insurance 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. 7.5 (7.5.1, 7.5.2, 7.5.3, 7.5.4 and 7.5.5)	MT	3%
		MT	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. 7.5 (7.5.1, 7.5.2, 7.5.3, 7.5.4 and 7.5.5)	MT	3%
		MT	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 onward 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. 7.5 (7.5.1, 7.5.2, 7.5.3, 7.5.4 and 7.5.5)	MT	3%
		MT	100%
A.1.6	Material Handling and Material Management for Cement received through Bulker at project Site	MT	100%

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1	Unloading, Shifting to Open/Covered Stores	MT	0%
2	Updation of Receipt details, in store Material Registers/BHEL MM Package system	MT	30%
3	Stacking and Verification	MT	30%
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 insurance 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. 7.5 (7.5.1, 7.5.2, 7.5.3, 7.5.4 and 7.5.5)	MT	3%
A.1.7	Material Handling and Material Management for Cement received in bags at project Site		100%
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%
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 insurance 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. 7.5 (7.5.1, 7.5.2, 7.5.3, 7.5.4 and 7.5.5)	MT	3%
A.1.8	Material re-shifting and re-stacking for Cement 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. 7.5 (7.5.1, 7.5.2, 7.5.3, 7.5.4 and 7.5.5)	MT	3%
A.1.9	Despatch/Outgoing materials for cement materials		100%
1	Identification of Material, Tagging, Packing if required, Preparation of Gate passes etc.	MT	40%

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2	Loading of materials, including T&P of BHEL, into trucks/Carriers at site stores/ erection site for onwrdrd 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. 7.5 (7.5.1, 7.5.2, 7.5.3, 7.5.4 and 7.5.5)	MT	3%

Section-A2

SN	Crane description	Qty	Total crane months
A.2.1	New generation Pick & carry type tyre mounted mobile crane. (Farana)- 14 MT	1	20
A.2.2	New generation Pick & carry type tyre mounted mobile crane. (Farana)-14 MT	1	32

Section-A3

SN	Description	Qty	Total Man months
A.3.1	Menial Services	32	
A.3.2	Secretarial Services	64	100

Note: The quantities mentioned above are tentative in nature and may vary to any extent.

7.2 VOID

7.3 VOID

7.4 VOID

7.5 Other payment terms & condition

7.5	OTHER payment terms & condition	
	% from every RA Bill to be paid only after satisfactory completion otherwise forfeited	
7.5.1	Removal of grass/weeds and other plant growth in the store area	0.5%
7.5.2	Housekeeping & cleaning of all closed sheds	0.5%
7.5.3	Preservation planned for the month	0.5%
7.5.4	Safe working & availability of adequate illumination at the place of work	0.5%
7.5.5	Implementation of E-stores for records/data	1%

7.6 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.

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Chapter-VII: Terms of Payment

7.7 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 A.3.1 & A.3.2 of rate schedule, 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 NTPC Ramagundam plant circular at the time of NIT and the same shall be revised at times when it is changed by the government.

Therefore, price variation compensation and overrun compensation will not be applicable for items in Section A3.

Payment against items in section A3 of price bid shall be calculated & paid based on the actual deployment of manpower, in following manner;

- Per service month rate= $1.41 \times$ minimum wages per month (rounded to next higher fifty value)

Minimum wages per month

Minimum wages per month = Daily rate min. Wage per day (rounded value) \times 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

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VIII: TAXES, DUTIES, LEVIES

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

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

The successful bidder shall furnish proof of GST registration .GST along with Cess (as applicable) legally leviable & payable by the successful bidder as per GST Law, shall be paid by BHEL. Hence Bidder shall not include GST along with Cess (as applicable) in their quoted price.
- 4) GST charged in the Tax Invoice/Debit note by the contractor shall be released separately to the contractor only after contractor files the outward supply details in GSTR-1 on GSTN portal and input tax credit of such invoice is matched with corresponding details of outward supply of the contractor and has paid the GST at the time of filing the monthly return
- 5) E-invoicing under GST has been implemented with effect from 1st October 2020 for all the taxable persons having turnover more than the threshold limit in any preceding financial year from 2017-18 onwards. Therefore, for all the taxable persons falling under the purview of E-invoice, it is mandatory to mention a valid unique Invoice Reference No. (IRN) and QR code as generated from E-Invoicing portal of the Government for the purpose of issuing a valid Tax Invoice. Only an E-invoice issued in the manner prescribed under rule 48(4) of CGST Rules shall be treated as valid invoice for reimbursement of GST amount.
If the successful Bidder is not falling under the purview of E-Invoicing then he has to submit a declaration in that respect along with relevant financial statements.
- 6) Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred there under) wherein the 'Bill To' details will as below:

BHEL GSTN – As per Annexure -1
NAME -- Bharat Heavy Electricals Limited
ADDRESS – Site address

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VIII: TAXES, DUTIES, LEVIES

7) Bidder to immediately intimate on the day of removal of Goods (in case of any supply of goods) to BHEL along with all relevant details and a scanned copy of Tax Invoice to below email ids to enable BHEL to meet its GST related compliances :-
Email id ---- to be intimated later on.
In case of delay in submission of the abovementioned documents on the date of dispatch, BHEL may incur penalty /interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from the successful bidder, 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

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VIII: TAXES, DUTIES, LEVIES

duly substantiated by documentary evidence in support of the same before opening of the price bids. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.

- 13) For transportation work, bidder shall declare in his quotation whether he is registered under GST, if yes, whether he intends to claim GST on forward charge basis. In absence of this declaration, BHEL will proceed further with the assumption that bidder intends not to claim GST on forward charge basis. However, in case of GST registered transporter, the amount to the extent of goods and service tax will be retained till BHEL avails the credit of GST. Further, transporter shall issue tax invoice which inter alia includes gross weight of the consignment, name of the consigner and the consignee, registration number of vehicle in which the goods are transported, details of goods transported, details of place of origin and destination, GSTIN of the person liable for paying tax whether as consigner, consignee or goods transport agency, and also containing other information as mentioned under rule 46.
- 14) **TDS under Income Tax shall be deducted at prevailing rates on gross invoice value from the running bills unless exemption certificate from the appropriate authority/ authorities is furnished.**
- 15) **TDS under GST shall be deducted at prevailing rates on applicable value from the running bills.**
- 16) **TCS under Income Tax 1961 has been implemented with effect from 1st October 2020 for every seller having turnover more than threshold limit during financial year immediately preceding financial year in which the sale of goods is carried out, who receives any amount as consideration for sale of any goods of the value or aggregate of such value exceeding threshold limit other than export of goods or who is already covered under other provision of section 206C, collect from the buyer, TCS as per applicable rates of the sale consideration exceeding threshold limit subject to following conditions**
 - i. Buyer shall be as per clause (a) of section 206C- (1H)
 - ii. Seller shall be as per clause (b) of section 206C- (1H)
 - iii. No TCS is to be collected, if the seller is liable to collect TCS under other provision of section 206C or the buyer is liable to deduct TDS under any provision of the Act and has deducted such amount.

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

TECHNICAL CONDITIONS OF CONTRACT (TCC)

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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

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

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.

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

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VIII: TAXES, DUTIES, LEVIES

paid towards the registration of establishment, fees paid towards registration of Beneficiaries and Contribution of Beneficiaries remitted.

10. It shall be responsibility of the Building Worker engaged by the Contractor and registered as a beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 to contribute to the Fund at such rate per mensem as may be specified by the State government by notification in the Official Gazette. Where such beneficiary authorizes the contractor being his employer to deduct his contribution from his monthly wages and to remit the same, the contractor shall remit such contribution to the Building and other construction Workers' Welfare Board in such manner as may be directed by the Board , within the fifteen days from such deduction.
11. Bidders may please note that though the quoted price is exclusive of BOCW (which will be reimbursed by BHEL as per sub-clause 9 above) , however, If at any point of time during the contract period, non-compliance of the provisions of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder is observed, BHEL reserves the right to deduct the applicable cess (1%) on the contract value and penalty (if any, imposed by Cess Authorities) from the payables on account of non-compliance.
12. The contractor shall declare to undertake any liability or claim arising out of employment of building workers and shall indemnify BHEL from all consequences / liabilities / penalties in case of non-compliance of the provisions of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-IX: General

9.1

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.

9.2

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.

9.3

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.

9.4

The contractor shall perform all required services which may not be specified herein but nevertheless required for the completion of work within quoted rates.

9.5

All necessary certificates and licenses required to carry out this work are to be arranged by the contractor expeditiously.

9.6

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.

9.7

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.

9.8

The contractor shall perform all required services which may not be specified herein but nevertheless required for the completion of work within quoted rates.

9.9

The distances indicated in these specifications are only approximate. However, 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.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-IX: General

9.10

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 available methodology to ensure removal of vegetation.

9.11

If the contractor or his workmen or employees break, deface, injure or destroy any part of a building, road, kerbs, fence, enclosures, water pipes, cables, drains, electric or telephone posts or wires, trees or any other property or to any part of erected equipments, stored components etc. Within the project premises or outside the contractor shall make the same good at his own expenses.

9.12

Wooden sleepers will be taken back by contractor after the completion of contract period on as is where is basis.

9.13

Housekeeping of closed sheds are also included in the scope of work. Contractor shall carry out the housekeeping works on regular intervals (once a week).

9.14

VOID

9.15

The tools and tackles 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 tackles to customer through BHEL and make necessary handing over protocols.

9.16

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.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-X MATERIAL HANDLING AND MATERIAL MANAGEMENT OF MATERIALS RECEIVED BY ROAD

10.1

Majority of consignments shall reach site directly for delivery. 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 relevant chapter

10.2

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.

10.3

The contractor shall remain in regular contact with the concerned transporters or based on the dispatch 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.

10.4

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.

10.5

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.

10.6

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.

10.7

Consignments are expected to arrive during any time of the day, and count down for detention/demurrage/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

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-X MATERIAL HANDLING AND MATERIAL MANAGEMENT OF MATERIALS RECEIVED BY ROAD

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.

10.8

Unloading at storage area/work site, stacking and restacking if necessity arises, of all materials including heavy/sophisticated equipments like tubed wall panels of boiler, heavy motors, heavy bearing pedestals, electrical panels and TG equipment like heavy turbine components, pumps, panels, etc. shall be done as per storage and preservation manual of relevant equipment/components of BHEL and/or as per directions of BHEL engineer.

10.9

The contractor shall verify the consignments in detail **within 12 days of receipt and report the discrepancies in prescribed formats not later than 14th 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.

10.10

The material shall be so stacked that it should facilitate easy identification, retrieval and handling for issue as and when need arises.

10.11

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.

The display boards shall be made with structural steel & MS 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.

10.12

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-X MATERIAL HANDLING AND MATERIAL MANAGEMENT OF MATERIALS RECEIVED BY ROAD

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.

10.13

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.

10.14 Handling Heavier Consignments:

10.14.1

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.

10.15

Since this contract is intended to be a complete package from material receipt through issue/transactions right upto material reconciliation, full 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.

10.16

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 - 06 Sets and Printer - 02 Sets.

Computers and printers are envisaged for various material management activities such as record keeping/data entry done by bidder's staff.

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2. Item rate obtained in the "**Table for Weightages/ Factors and BOQ of Chapter XIV SCHEDULE OF RATES & QUANTITIES**" has specific mention of "materials management" with sole purpose to emphasize the requirement of sufficient no. of adequately qualified manpower to ensure best obtainable quality of work. Accordingly, supervisors/manpower (apart from workmen on cranes and material handling purpose) as indicated against each activity in the table below, normally to work at (but not limited to) BHEL site office.

Responsibilities of the Contractor -

(1) Receipt & Issue

Scope includes execution of various activities as follows:

- (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

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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.

- 1) 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 all 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.

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- i. Manual Ledgers & Records.
- ii. Computerized database application: BHEL has developed a software application named ~~site operations management system (soms)~~ E-store 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.

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 NO	ACTIVITY/DESCRIPTION	MINIMUM NO. OF PERSONS	REMARKS
1	Material receipt/unloading, collection/bookings/preservation	2	To be deployed as per instruction of BHEL Engineer
2	Detailed verification	2	
3	Material issue	1	
4	Record keeping	2	

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 finalized 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/-

10.17 Void

10.18 Void

10.19

The unloading/handling of cement received through bulker facility is not in the scope of work. However, the receipt and issue records of cement received through bulker facility shall be maintained by contractor as per the instruction of BHEL Engineer. Payment for receipt and issue of cement received through bulker shall be made as per the instruction of BHEL Engineer.

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CHAPTER XI – MATERIAL HANDLING AND MATERIAL MANAGEMENT OF MATERIALS RECEIPT BY RAIL

11.1

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 from main storage yard to railway siding will be 4-5 km.

11.2

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 dispatch documents.

11.3

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.

11.4

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.

11.5

Contractor shall provide area lighting at railway siding for handling of materials during evening/ night.

11.6

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.

11.7

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 XIV 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 transport and the cost towards internal transportation to storage yard/ stores shed of BHEL/ CLIENT.

11.8

Quantum of work: one rake will contain approximately 1000 mts in 45 wagons (apprx.).

11.9

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

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CHAPTER XI – MATERIAL HANDLING AND MATERIAL MANAGEMENT OF MATERIALS RECEIPT BY RAIL

without demurrage and wharfage. The contractor has to deploy adequate number of cranes and trailers. Any demurrage and wharfage levied by railways will be to contractor's account.

11.10 Void

11.11

Prior notice time: shipping dept of BHEL units will intimate the contractor well in advance (atleast 4 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.

11.12

Railway receipt and preparation LR/GC while intercarting

11.12.1

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 3X500 MW NTPC Ramagundam ESP R & M (Unit # 4, 5 & 6) site 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-cartered consignments.

11.12.2

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 BHL site officials and payment will be made as per site unloading rate.

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CHAPTER XII – RESHIFTING AND RESTACKING

12.1 Re-shifting and Re-stacking

Owing to several project requirements, many components may have to be shifted from originally stacked locations to elsewhere within the project premises for the lead distance not exceeding 2.5 KM. 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 re-shifting and re-stacking of stacked materials and the payment will be regulated on pro-rata basis on the accepted unit **RATE AS PER “Table for Weightages/ Factors and BOQ of Chapter XIV SCHEDULE OF RATES & QUANTITIES”**

12.2 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 of “Table for Weightages/ Factors and BOQ of Chapter XIV SCHEDULE OF RATES & QUANTITIES”.

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CHAPTER XIII – Material Handling & Material Management of Material Collections/Dispatches

13.1 INCOMING MATERIALS (smalls etc)

13.1.1

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:

13.1.2

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

13.1.3

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.

13.1.4

Detention charges/ demurrage/ wharfage etc., which result due to contractor's fault, shall be recovered from the bill payment due to the contractor.

13.1.5

Payment will be regulated on pro-rata basis on the **accepted unit rate "Table for Weightages/ Factors and BOQ of Chapter XIV 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.

13.1.6

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.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

CHAPTER XIII – Material Handling & Material Management of Material Collections/Dispatches

13.2 Outgoing Materials/Dispatches

13.2.1

For varying reasons many a times, project materials/BHEL assets/scraps materials are to be dispatched to other BHEL sites/mfg. Units/other locations.

13.2.2

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 of "Table for Weightages/ Factors and BOQ of Chapter XIV SCHEDULE OF RATES & QUANTITIES".**

13.2.3

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 of **"TABLE FOR WEIGHTAGES/ FACTORS AND BOQ OF CHAPTER XIV SCHEDULE OF RATES & QUANTITIES"**

TECHNICAL CONDITIONS OF CONTRACT (TCC)
CHAPTER XIV – SCHEDULE OF RATES & QUANTITIES

Table for Weightages/Factors & BOQ

Sl. No.	Description of Item	UOM	Weightage	Quantity
Section A1: Material Handling				
A1.1	Material Handling and Material Management for Materials received through Trucks/Trailers at Project Site	MT	0.584718234	15236
A1.2	Material Handling and Material Management for Materials received at Transporters Godowns within a radius of 50 KM from Project Site	MT	0.000156439	1
A1.3	Material Handling and Material Management for Structural steel and Reinforcement steel received through trucks/trailers at project Site	MT	0.018452431	866
A1.4	Material reshifting and re stacking within project premises	MT	0.01322049	500
A1.5	Despatch/Outgoing materials	MT	0.002769037	100
A1.6	Material Handling and Material Management for Cement received through Bulker at project Site	MT	0.031576221	3200
A1.7	Material Handling and Material Management for Cement received in bags at project Site	MT	0.002682109	200
A1.8	Material re-shifting and re-stacking for Cement within project premises	MT	0.000458479	50
A1.9	Despatch/Outgoing materials for cement materials	MT	0.000468511	50
Section A2: Cranes				
A.2.1	New generation Pick & carry type tyre mounted mobile crane. (Farana)- 14 MT	Months	0.132883865	20
A.2.2	New generation Pick & carry type tyre mounted mobile crane. (Farana)-14 MT	Months	0.212614184	32
Section A3: Manpower				
A3.1	Menial Services (1 no)	Man months		32
A3.2	Secretarial Services (2 nos)	Man months		64

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CHAPTER XIV – SCHEDULE OF RATES & QUANTITIES

Note :

1. Total amount for **Section A3 : Manpower**** is prefixed and breakup for **Section A3 : Manpower** is as follows. Same is incorporated in “Vol-II- Price Bid” for calculation.

Section A3 : Manpower**					
Sl No	Description of Item	UOM	Quantity	Man Month Rate	Amount
a	Menial Services (1 no)	Man months	32	15397.20	492710.4
b	Secreterial Services (2 nos)	Man months	64	18036.72	1154350.08
Total amount for Part C: Manpower		16,47,060			

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.

Instructions to the bidders regarding Price Bid (Schedule of Rates & Quantities) and its Calculations:

1. Schedule of Rates and Quantities consist of the followings:
 - a. Section-A1 Material Handling and Management
 - b. Section-A2: Cranes
 - c. Section-A3: Menial and Secreterial Services (Prices Fixed by BHEL)

2. Bidder has to quote Total Lump-sum price for Section-A1 and Section-A2 in VOL II PRICE BID at BHEL E-procurement Portal.

3. Prices for Section-C: Menial and Secreterial 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+ Section-A2** as quoted in the Volume II Price Bid.
5. Final awarded price shall be based on Total summation of prices of **Section-A1+ Section-A2 + Section A3**
6. BHEL has pre-fixed Weightage Factors for ‘*Total for Calculation purpose only*’ of individual items of/falling under Section A1, Section A2. ‘*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.

TECHNICAL CONDITIONS OF CONTRACT (TCC) CHAPTER XIV – SCHEDULE OF RATES & QUANTITIES

10. Total of **Section-A1+ Section-A2 + Section A3** 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- 2375**' with all requisite formulae as detailed above. **However, this excel sheet shall not form part of contract document.**