



PRE - QUALIFYING REQUIREMENTS

PROJECT: 1 X 800 MW HPGCL YAMUNANAGAR

PACKAGE: NDCT

CRITERIA FOR EVALUATION - FINANCIAL :

	Amount (in Rs.)
Average annual financial turnover value during any three out of last six Financial Years as on tender due date should not be less than	28,94,00,000

Rs. Twenty Eight Crore Ninety Four Lakh only

Notes:-

a) The bidder has to submit financial accounts (audited, if applicable comprising of Audit report, Balance Sheet, Profit & Loss A/c Statement and Notes/Schedules pertaining to Turnover/Sales/Revenue), for any three out of last six Financial Years (or from the date of incorporation, whichever is less) as on tender due date to review the above criteria. In case the incorporation of vendor is less than 3 years, average annual financial turnover shall be calculated based on available information as below:-

i) If the accounts are available for ≤ 1 Financial Year, the Average Annual Turnover shall be calculated based on available information divided by 1 (One).

ii) If the accounts are available for >1 but ≤ 2 Financial Years, the Average Annual Turnover shall be calculated based on available information divided by 2 (Two).

iii) If the accounts are available for >2 but ≤ 3 Financial Years, the Average Annual Turnover shall be calculated based on available information divided by 3 (Three).

b) Foreign bidder is to submit a latest report from reputed third party business rating agency like Dun & Bradstreet, Credit reform etc. in addition to the documents mentioned at point (a) above for review of above criteria.

c) Other Income shall not be considered for arriving at Annual Turnover/Sales. For evaluation purpose, turnover figure excluding taxes shall be considered.

d) For evaluation of foreign bidder, exchange rate (TT selling rate of SBI) as on scheduled date of tender opening (Part-I bid in case of two part bid) shall be considered.

e) Bidder who is 50% or above subsidiary of any other company including those registered outside India and does not meet any of the above Financial Criteria, such bidder may be qualified based on credentials of its holding company provided such holding company meets the above PQR criteria. In such case, the Bidder would be required to furnish a Letter of Support from its Holding Company, pledging unconditional and irrevocable financial support for the execution of the Contract by the Bidder in case of award.

f) In cases where audited results for the last financial year as on the date of Techno Commercial bid opening are not available, a Certificate would be required from CEO/CFO stating that the financial results of the Company are under audit as on the date of Techno-commercial bid opening and are not available.

PROJECT GROUP I-2
POWER SECTOR – PROJECT ENGINEERING MANAGEMENT
BHARAT HEAVY ELECTRICALS LIMITED

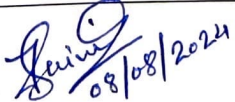
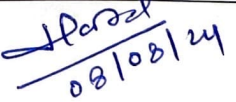
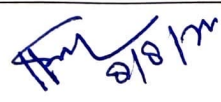
SPECIAL CONDITIONS OF CONTRACT (SCC) Rev.00
1 X 800 MW Ultra Supercritical Expansion Unit DCRTTP Yamuna Nagar

These Conditions shall be read and construed along with latest applicable General Conditions of Contract (GCC/ATC) enclosed along with the tender enquiry. In case of any conflict or inconsistency, the conditions given tender/NIT shall prevail over SCC and conditions given in SCC shall prevail over the GCC/ATC.

S. No.	Title	Description
1.	Project Name	1 X 800 MW Ultra Supercritical Expansion Unit DCRTTP Yamuna Nagar
2.	BHEL's Customer	Haryana Power Generation Corporation Ltd (HPGCL)
3.	Customer Consultants	Project Consultant: M/s Desein, New Delhi Review Consultant: M/s DCPL, Kolkata
4.	Buyer and Paying Authority	For packages where BHEL PEM will issue the Purchase Order - BHEL PEM will be the paying authority. For packages where BHEL-PEM will issue only the LOA and Purchase Order shall be issued by BHEL PSNR - BHEL PSNR Site will be the paying Authority.
5.	Consignee Address (Bill To)	FOR SUPPLY PACKAGES: BHEL, Power Sector-Project Engineering Management, BHEL SADAN, 3 rd FLOOR, Sector-16A, Noida, Uttar Pradesh-201301. BHEL-PEM GSTIN: 09AAACB4146P2ZC FOR TURNKEY PACKAGES (where BHEL-PEM will issue only the LOA and Purchase Order shall be issued by BHEL-PSNR): Construction Manager, BHEL site office, 1 X 800 MW Ultra Supercritical Expansion Unit DCRTTP Yamuna Nagar Kalanaur, Distt - Yamuna Nagar, Haryana BHEL-PSNR - GSTIN No.- 09AAACB4146P2ZC
6.	Delivery Address (Ship To)/BHEL Site office address	Construction Manager, BHEL site office, 1 X 800 MW Ultra Supercritical Expansion Unit DCRTTP Yamuna Nagar Kalanaur, Distt - Yamuna Nagar, Haryana BHEL-PSNR - GSTIN No.- 09AAACB4146P2ZC
7.	Location of Plant	The project is located in Kalanaur town in Yamuna Nagar District of Haryana State. Nearest Airport: Chandigarh (110 Kms) Nearest Railway Station: Kalanaur Railway Station at (02 Kms)
8.	Mode of Dispatch	By Rail/Road/Sea on door delivery and freight pre-paid basis
9.	BHEL GSTIN Details	For supply packages: BHEL-PEM is registered in the State of Uttar Pradesh with GSTIN 09AAACB4146P2ZC For Turnkey packages: BHEL-PSNR – GSTIN - 09AAACB4146P2ZC
10.	Transit Insurance	As per Notice Inviting Tender (NIT). For each dispatch, vendor shall inform the following to the Underwriter under intimation to BHEL-PEM and BHEL Site office: <ul style="list-style-type: none">• Policy No.



		<ul style="list-style-type: none"> • Consignee Name. • Consignment Details (items with their weights and value (in INR). • Project Name and P.O. No. • LR No. and date, Dispatch origin and destination details, Invoice No. • Vendors to intimate the underwriters quoting the insurance details.
11.	Unloading, Storage & Movement of material at site	<ul style="list-style-type: none"> • By BHEL site office for supply packages (where only supply is in vendor's scope). • By vendors for Turnkey (where Supply and E&C is in vendor scope) <p>Note: The Supplier shall furnish LR wise Gross Wt. of the consignment for the purpose of handling the consignment by BHEL Site Contractor. No claim on a/c of delay in unloading before this period shall be entertained.</p>
12.	Taxes & Duties (For Domestic Vendor)	As per Notice Inviting Tender (NIT/ATC).
13.	Taxes & Duties (For Order Directly to Foreign Bidders)	As per Notice Inviting Tender (NIT/ATC). Taxes & Duties in the country of dispatch shall be borne by Foreign vendor.
14.	Inspection Agency	Shall be informed at later stage.
15.	Inspection procedure	As per Notice Inviting Tender (NIT/ATC).
16.	Material Dispatch Clearance Certificate (MDCC) Issuing Agency	MDCC shall be issued by BHEL. It is the responsibility of vendor to furnish all requisite documents like Material Test Certificates, Inspection Reports etc. required for obtaining of HPGCL MDCC by BHEL.
17.	Mandatory Spares	Delivery of mandatory spares shall be as per NIT.
18.	Construction Facilities to Vendor	<p>Construction Power: Construction Power is available on chargeable basis at single point source. Further distribution is to be done by concerned vendor.</p> <p>Construction water: Construction water is available on chargeable basis at single point source. Further distribution is to be done by concerned vendor.</p>
19.	Storage space by BHEL for Mandatory spare	For BOP Turnkey package – Open storage space will be provided by BHEL at free of cost. Construction of the storage facility is vendor's responsibility.
20.	Safety Officer and Quality Engineer by Vendor	For Turnkey packages - Vendor is required to deploy safety and quality engineers.
21.	Submission of Final Drgs/ Docs along with O&M Manual,	As per applicable GCC / Tender documents/Kick-off meeting. In case the same is not specified anywhere, then, vendor to submit final approved dwgs/docs and O&M Manual in 10 sets of Hard copies and 04 Nos of CD ROMs/DVDs/Pen drive.

	Prepared by	Checked / Reviewed by	Approved by
Name	JITENDER SAINI	HASEEN AHMED	I P SINGH
Designation	Manager/ PG-I-2-2	DGM & SH/ PG-I-2-2	AGM & DH/ PG-I-2
Signature	 08/08/2024	 08/08/24	 08/08/24

PRICE ADJUSTMENT-PVC payment terms and conditions

The price adjustment provisions shall be applicable separately for **EACH ORDER** price components relating to Supply of Equipment/Mandatory spare, Civil and E&C Works, as per price break-up furnished by the Contractor in price schedule.

Price adjustment amounts towards aforesaid components of Contract Price shall be paid in the respective currencies of Contract(INR).

Vendor shall submit L2 schedule along with BID and detailed L3 schedule after award of work. PVC payment shall be linked to approval of L3 schedule.

The Contract price shall be subject to price variations during execution of the Contract to reflect changes in the cost of labour and material components etc. in accordance with the provisions described below:

(Note-The total amount of PVC payable shall not exceed 10 % of the BASIC contract value for respective order. Negative price variation (without any limit) shall be passed on to BHEL.)

A) PRICE ADJUSTMENT FORMULA FOR SUPPLY AND MANDATORY SPARES –

The amount of price adjustment towards variable portion payable/recoverable on each shipment/despatch shall be computed as under:

$$EC = EC1 - EC0$$

EC1 will be computed as follows:

$$EC1 = EC0 \{F + a \times A_1 / A_0 + L_b \times L_1 / L_0\}$$

Above formula, is further expressed as follow considering all component.

$$EC1 = EC0 \{F + a \times (0.7 \times AP_1 / AP_0 + 0.2 \times AS_1 / AS_0 + 0.1 \times AE_1 / AE_0) + L_b \times L_1 / L_0\}$$

Where

EC = Adjustment to Ex-Works supply and mandatory spare Price Component expressed in the currency of The Contract (INR) payable to the contractor for each shipment/despatch.

EC1 = Adjusted Amount of Ex-Works supply and mandatory spare Price Component expressed in the currency of the Contract (INR) payable to the Contractor for each shipment/despatch.

EC0 = Ex-Works supply and mandatory spares Price expressed in the currency of the Contract (INR), shipment/despatch wise.

- “F” shall be fixed portion of the Ex-Works Component of the Contract and shall be considered as 0.15.

- “a” shall be co-efficient of major materials/items involved in the Ex-Works Component of the Contract Price and shall be considered as 0.6.

-A shall be 'AP, AS, AE', as per published price indices of corresponding major materials/items. For this purpose, indices available for Plastics, Steel and Electrical equipment respectively, based on RBI bulletin Whole Price Index (https://rbi.org.in/Scripts/BS_ViewBulletin.aspx?Id=20964).

and

'L' shall be per Other consumer price index number for industrial workers (All India Monthly Average) as published (https://rbi.org.in/Scripts/BS_ViewBulletin.aspx?Id=21024)

Price Indices to be considered (As per RBI)

Material (A)	RBI Index
Plastics-AP	Table No 21, Sl.no 1.3.12.3
Steel -AS	Table No 21,Sl.no 1.3.14.3
Electrical equipment - AE	Table No 21, Sl.no 1.3.17
Industrial labour -L	Table No. 19, Sl. no.1

- 'Lb" shall be co-efficient for labour component in the Ex-Works Component of the Contract Price which shall be considered as 0.25.

For the indices,

**Subscript '0' refers to indices, as on the month of the 'last date of submission of Tender'.
Subscript '1' refers to indices as on month before actual delivery date/month of Shipment / despatch.**

B) PRICE VARIATION COMPENSATION FOR ERECTION & COMMISSIONING

1. Formula for calculation of price variation:

$$ER = ER1 - ER0$$

ER1 will be computed as follows

$$ER1 = ER0 (0.15 + 0.85 L1/L0)$$

Where,

ER = Adjustment to Erection & commissioning component of contract price expressed in the currency of contract (INR) payable to the contractor for each billing.

ER1 = Adjusted amount of Erection & commissioning component of contract price expressed in the currency of contract (INR) at the time of billing to the Contractor.

ER0 = Value of the Erection & commissioning work in INR done.

L: Labour indices shall be Other consumer price index number for industrial workers (All India Monthly Average) as published by Labour Bureau, RBI.

(https://rbi.org.in/Scripts/BS_ViewBulletin.aspx?Id=21024)

For the indices,

**Subscript '0' refers to indices as on the month of the 'last date of submission of Tender'.
Subscript '1' refers to indices as on the billing month under consideration.**

Price Indices to be considered (As per RBI)

Material	RBI Index
Industrial labour	Table No. 19, Sl. no.1

C) PRICE VARIATION COMPENSATION FOR CIVIL WORK PORTION

1. Formula for calculation of Price variation for civil works :

$$CV = CV1 - CV0$$

CV1 will be computed as follows:

$$CV1 = CV0 (F + m \times M1/M0 + d \times D1/D0 + s \times S1/S0 + Lb \times L1/L0)$$

Where,

CV = Adjustment to civil works Price component in the currency of (INR) of the contract payable to the contractor for the work done.

CV1 = Adjusted amount of Civil Works Price Component of contract price (INR)

CV0 = Value of Civil Works executed in billing period (INR)

F = Fixed portion of the contract price which will not be subjected to any adjustment under this formula or otherwise which will be **0.20**.

m = Coefficient of material (excluding cement & reinforcement steel) content in the cost of civil portion of the work which will be **0.30**.

d = Coefficient of High Speed Diesel Oil content in the cost of civil portion of the work which will be **0.05**.

s = Coefficient of structural steel content in the cost of civil portion of work which will be **0.05**

Lb = Coefficient of labour (for all categories) content in the cost of civil portion of the work which will be **0.40**

The component in civil work formula shall be taken from Indices published by GOI and RBI from monthly basis. Details mentioned below.

- “M “and “D” shall be published price indices of corresponding major materials/items. For this purpose, indices available for Material index under head of “ all commodities” and HSD based on office of economic adviser, GOI, Whole Price Index (All India Monthly Average) as published on (https://eaindustry.nic.in/display_data_201112.asp) (path to be followed - [Whole price Index \(WPI\) --- WPI press release.](#))
- “S” shall be published price indices of corresponding major materials/items. For this purpose, indices available for Steel, other non-metallic mineral product, based on RBI bulletin Whole Price Index (https://rbi.org.in/Scripts/BS_ViewBulletin.aspx?Id=20964).

and

- ‘L’ shall be per Other consumer price index number for industrial workers (All India Monthly Average) as published (https://rbi.org.in/Scripts/BS_ViewBulletin.aspx?Id=21024)

Price Indices to be considered (As per RBI / Office of Economic adviser, GOI)

Material	Office of Economic adviser Index
Material Index “ All commodities” M	Annexure -III, Sl.no 1
HSD -D	Annexure –III, Fuel & power Sl. no.3
Material	RBI Index
Mild Steel Long product - S	Table No 21, Sl.no 1.3.14.4
Industrial labour - L	Table No. 19, Sl. no.1

For the indices,

Subscript '0' refers to indices as on the month of the ‘last date of submission of Tender’.
Subscript '1' refers to indices as on the billing month under consideration.

T&Ps TO BE DEPLOYED BY CONTRACTOR

Below given Nos are tentative for planning purposes by the bidder. At the time of start of work, BHEL and contractor shall jointly make MOM about deployment period of each of following T&P.

Sl. No.	Description	
A	Major T&Ps for Civil Works	
A.1	Concrete Batching Plant (30 Cum/Hr.) with two Nos. of Silos of 100 MT capacity each.	1 No. minimum
A.2	Concrete Transit Mixer	3 No. or as per requirement
A.3	Concrete Mixer	As per Requirement
A.4	Concrete Pump of Suitable Capacity with Sufficient lift / Concrete Boom Placer of sufficient boom length	As per Requirement
A.5	Hydraulic Excavator /Poclain	2 nos. - As per Requirement
A.6	JCB	01 No. Additional 01 No. as per Requirement
A.7	Dumper	5 Nos- as per requirement.
A.8	Tower Crane of suitable capacity for height of approx. 200m and bottom radius 75m along with operator and necessary spares	1 No. for each NDCT
A.9	Jump Form for Shell Concreting along with all accessories etc. complete required for smooth operation of jump form	1 No. for each NDCT
A.10	Suitable Passenger Hoist/Lift with cabin for carrying of minimum 8 Passenger along with all accessories	1 No. for each NDCT
A.11	Suspended Platform of suitable size	As per Requirement
A.12	Scissor Platform/ Ladder	As per Requirement
A.13	D Coiling Machine-	As per requirement
B	Major T&Ps for Structural Work	
B.1	FARANA crane (12/14 MT Capacity)	As per Requirement
C	Other T&Ps for Civil & Structural Works	
C.1	Electrical Winch (of required capacity)	As per Requirement
C.2	Vibrators (electrical/diesel)	As per Requirement
C.3	Welding Machine with all accessories	As per Requirement
C.4	Self-priming Dewatering pump of various capacity (Diesel/Electric) From 7.5 HP to 10 HP	Minimum 1 nos -As per Requirement
C.5	Curing / dewatering pump 1.5 / 2 HP	As per Requirement
C.6	1. Ply Shuttering board with adequate supporting structure (Old steel shuttering plates will not be allowed). 2. Steel shuttering (fare face)	Lot (As per requirement)

C.7	Trailer (20MT Capacity)	As per Requirement
C.8	Tractor with Trolley	As per Requirement
C.9	Pipe Scaffolding, Clamps / Swivel Couplers (One/Two Way), Props, Jacks, Screw Heads, MS Pipes, Wooden Battens, Planks, Bullies, H Frames, Tie Rods with Nuts, Adjustable Achro Span (Considering Individual Areas)	Minimum 1000 set of scaffolding pipe and clamp.
C.10	Reinforcement bending machine	As per Requirement
C.11	Reinforcement cutting machine	As per Requirement
C.12	MS scaffolding pipe with matching Couplers	As per Requirement
C.13	Optical/laser plumb	As per Requirement
C.14	Total Station	3 Nos.
C.15	Auto level & staff	As per Requirement
C.16	Water Tanker	As per Requirement
C.17	All Equipment for area Lightning like halogen bulbs and Portable light Towers etc.	As per Requirement
C.18	Computer with printing/photocopy & CD writing facility	As per Requirement
C.19	DG Set of Suitable Capacity	As per Requirement
D	Installation of Chiller Plant along with Batching Plant.	In case ambient temperature is greater than 32 Degree Celsius, Placement temperature should be controlled with necessary temperature correction of concrete
E	Min. Ten (10) sets of shuttering materials shall be available for Racker Column.	
F	Min Twenty (20) sets of shuttering material shall be available for Grillage column.	
G	Min. Two (02) set of shuttering material shall be made available for Ring beam/Raft.	

All the tools and plants required for this scope of work are to be arranged by the contractor within the quoted rates. The list is suggestive in nature. Any additional T&Ps required is to be arranged by the contractor only.

A. Tentative Manpower Requirement

1. Project manager – with 10 Years' experience in Industrial Foundation, Building & Power Plant Civil & Architectural Works/Power plants civil work.

2. Experienced Civil Engineers – 1 heads
3. Experienced Structural/Mechanical Engineer - 1 Head
4. Experienced Foreman / Supervisors –2 heads
5. Planning & Billing Engineer – 02 heads
6. Stores, Gate Pass – 01 heads
7. Accounts & Administration- 01 heads
8. Quality Control Engineer/Chemist – 1 head
9. Safety Engineer – 1 head
10. Operator, Licensed Electrician, Mechanic - As per requirement
11. Experienced Carpenters & Helpers – lot for similar nature of work
12. Experienced Bar Benders & Helpers – lot for similar nature of work
13. Security Guards (Round The Clock) – As per requirement.

B-1 Deputation of above man-power shall be jointly decided at site in line with construction Schedule.

- 2 Engineer/supervisor for other functions like store & purchase, material management, planning, finance, administration etc. are to be provided as per site requirement and not considered in above list.
- 3 In the event of non-deputation of engineer/ supervisor by the bidder as per above agreed schedule, BHEL shall reserve the right to deduct Rs. 50,000.00 per man-month for engineer, Rs. 35,000.00 per man-month for the supervisor from RA bills. Further induction of manpower regarding site supervisor & site engineer will be decided at site as per requirement without any financial implication to BHEL.
- 4 BHEL reserves the right to reject or approve the list of personnel proposed by the contractor. The persons whose bio-data have been approved by BHEL will have to be posted at site and deviation in this regard will not be permitted unless specific & reasonable justification is made.
- 5 The contractor should also submit the fitness/calibration certificate for T&Ps regularly and renew it as per applicable IS standards and statutory requirements. The tools & tackles shall not be removed from site without written permission of BHEL.

SPECIAL CONDITIONS OF CONTRACT (SCC)- Civil & Structural

Chapter – VI: Material Handling, Storage & Preservation

6.0	MATERIAL HANDLING, STORAGE AND PRESERVATION ETC
6.1	MATERIAL HANDLING AND STORAGE
6.1.1	All the equipments/materials furnished under this contract shall be received from the project stores, sheds / storage yards and transported to pre assembly area / erection site and stored in the storage spaces in a manner so that they are easily retrievable till the contractor erects them. While drawing/lifting material from BHEL / customer stores, the contractor shall ensure that the balance / other materials are stacked back immediately. No claim is admissible on this account
6.1.2	While BHEL will endeavor to store / stack / identify materials properly in their open / close / semi closed / tarpaulins covered storage yard / shed, it shall be contractor's responsibility to assist BHEL in identifying materials well in time for erection. They should take the delivery of the same, following the procedure indicated by BHEL, and transport the material safely to pre-assembly yard / erection site in time, according to program.
6.1.3	The contractor shall take delivery of Construction material/ consumables (as specified in tender conditions) from storage area after getting the approval of BHEL Engineer on standard indent forms. All the construction material/consumables shall be handled carefully by contractor to prevent any damage or loss.
6.1.4	The contractor shall identify and deploy necessary Engineers / supervisors / workmen for the above work in sufficient number as may be needed by BHEL, for areas covering their scope.
6.1.5	All the equipment shall be handled very carefully to prevent any damage or loss. No untested wire ropes / slings etc. shall be used for unloading / handling. Valid fitness/load test certificate need to be submitted before execution of erection/lifting/handling work. The equipment shall be properly protected to prevent damage either to the equipment or to the floor where they are stored.
6.1.6	Contractor shall ensure that while lifting slings shall be put over the points indicated on the structure/ erection component or as indicated in the manufacturer's drawings. Slings / shackles of proper size shall be used for all lifting and rigging purposes. All care shall be taken to safe guard the structure/ erection component against any damage. Dragging of piping / erection component should be avoided. In case of any damage the cost shall be recovered from the contractor, for those structure/ erection component which are issued, stored, erected by contractor.

30/03/22

SPECIAL CONDITIONS OF CONTRACT (SCC)- Civil & Structural

Chapter – VI: Material Handling, Storage & Preservation

6.1.7	Approach road conditions from the stores / yards to the erection/ construction site may not be equipped and ideal for smooth transportation of the material. Contractor may have to be adequately prepared to transport the materials under the above circumstances without any extra cost. The contractor may familiar himself with soil conditions at site.
6.1.8	Contractor shall be responsible for examining all the plant and materials issued to him and notify the Engineer immediately of any damage, shortage, discrepancy etc. before they are moved out of the stores / storage area. The contractor shall be solely responsible for any shortages or damages in transit, handling, storage, theft and erection of the material once received by him. Materials once taken over will be deemed to have been received in good condition and in correct quantities except for intrinsic defects which cannot be observed by visual and dimensional inspection and weighing. As the erection work will be spread in different areas / locations of the project, contractor has to arrange sufficient number of watch / ward personal to avoid any pilferage of materials which are under custody of the contractor.
6.1.9	The contractor shall maintain an accurate and exhaustive record-detailing out the list of all equipment received by him for the purpose of erection and keep such record open for the inspection of the engineer at any time.
6.1.10	All the material in the custody of contractor and stored in the open or dusty locations must be covered with suitable weather proof / fire retardant covering material wherever applicable and shall be stacked up on raised level above ground. All covering materials including blocks and sleeper shall be arranged by the contractor at his cost.
6.1.11	If the material belonging to the contractor are stored in area other than those earmarked for his operation the engineer will have the right to get it moved to the area earmarked for the contractor at the contractor's risk and cost.
6.1.12	The contractor shall be responsible for making suitable indoor storage facilities to store all material & equipment (drawn by the contractor from BHEL / customer stores), which require indoor storage till the time of their utilization. The Engineer will direct the contractor in this regard, which item in his opinion will require indoor storage, and the contractor shall comply with Engineer's decision.


30/03/22

SPECIAL CONDITIONS OF CONTRACT (SCC)- Civil & Structural

Chapter – VI: Material Handling, Storage & Preservation

6.1.13	All materials issued by BHEL shall be utilized as directed by Engineer-in-Charge or most economically in the absence of such direction. The contractor shall ensure that all surplus / damaged / scrap / unused material, packing wood / containers/ special transporting frames etc. are returned to BHEL at a place in project area identified by the Engineer. The contractor will maintain an account for all items received and returned to BHEL. Any shortage in returning such items shall be chargeable to the contractor except allowable wastage as specified in SCC/TCC.
6.1.14	The contractor shall hand over all parts / materials remaining extra over the normal requirement with proper identification tags to the stores as directed by the concerned BHEL engineer.
6.1.15	It shall be the responsibility of the contractor to keep the work / storage areas in neat, tidy and working conditions. All surplus/unusable packing and other materials shall be removed and deposited at location(s) specified by BHEL within the project premises. If required weighing of the same within the project premises will have to be carried out.
6.2	PRESERVATION OF COMPONENTS
6.2.1	After taking delivery from BHEL / customer's stores, plant materials storage shall be subjected to the following protection besides other provisions indicated in these specifications elsewhere.
6.2.1.1	Items stored outdoors shall be stacked up at least six inches (6") off the ground. Items should not be stored in a low lying area where water logging is a possibility. Contractor should have sufficient numbers of wooden / concrete / steel sleepers for the job.
6.2.1.2	Insulation materials shall be stored indoors or otherwise protected against getting wet/ damaged, using suitable measures and should be protected from direct rain.
6.2.2	The contractor shall effectively protect the finished work from action of weather and from damage or defacement and shall cover the finished parts then and there for their protection.
6.2.3	Any failure on the part of contractor to carry out works according to above clauses will entail BHEL to carry out the job from any other party and recover the cost from contractor.



SPECIAL CONDITIONS OF CONTRACT (SCC)- Civil & Structural

Chapter – VI: Material Handling, Storage & Preservation

6.3	<u>HANDLING OF MATERIALS ISSUED BY BHEL:</u>
6.3.1	Materials shall be issued by BHEL based on the weighment basis/linear measurements & sectional weight. However, on specific request of the contractor “as a special case to expedite the job” the consignment received at BHEL stores can directly be diverted to the work site following issuance procedure of BHEL. Quantity of such direct issues shall be as per the Challan/dispatch document/LR received with the consignment. In such cases, Contractor shall do unloading of materials from trucks/lorry at their own cost.
6.3.2	<p>All materials issued by BHEL shall be stacked, stored above ground level by use of concrete or wooden sleepers. No materials shall remain on ground at any time. All concrete or wooden sleepers required for stacking the materials shall be arranged by contractor (successful bidder of this package) at his own cost within the quoted rates. All other equipments like winches, D-Shackles, slings of various sizes, max puller, pulley blocks, jacks, trucks, trailers etc. required for such handling of steel from BHEL stores/storage yard etc. shall be arranged by contractor within quoted/accepted rates.</p> <p>All materials stored by contractor shall be in accordance to standards/specifications and instruction of BHEL. Utilization of these material shall also be done in such a manner so that wastage on account of long storage/storage beyond shelf life can be avoided. Any loss/damage of material on this account will be attributable to the contractor.</p>


30/03/22

SPECIAL CONDITIONS OF CONTRACT (SCC)- Civil & Structural

Chapter – VI: Material Handling, Storage & Preservation

6.3.3	The contractor shall take delivery of the materials from the designated place within the project premises at his own cost and store the same at his stores as per standard norms. Open land for such purposes as available shall be provided by BHEL on free of cost basis. Temporary barbed wire fencing of the open storage yard is to be done by the contractor and is included under the scope of his work. Contractor shall also remove grass, bushes, trees etc. wherever required off the land provided to him and shall make proper continuous up keeping of the open yard /land by removing grass, bushes trees etc. and same is included under the scope of his work & No extra payment shall be made to the contractor in this regard. The bidder shall make complete arrangement of necessary security personnel to safeguard all such materials in his custody. Materials issued will be used only for construction of permanent works. The contractor shall take care of material issued by BHEL and shall protect the same from theft, damage and weathering. Excessive rusting of steel in custody of agency/contractor must be avoided. In case, due to any cause attributable to the contractor, such rusting of steel occurs rendering the same unusable, then such quantity of steel shall be recovered from the interim payment at the penal rate specified in the tender.
6.3.4	<u>ISSUE OF STEEL:</u>
6.3.4.1	The steel shall be issued to the contractor on the following basis: <ul style="list-style-type: none">i. Structural Steel: Weighment basis (Unit – MT)ii. Reinforcement Steel and Earthing Rod: Weighment basis (Unit-MT)iii. MS Rails: Weighment Basis (Unit-MT)
6.3.4.2	All the steel (structural, reinforcement, earthing rod/GI flats, GI foundation bolts, etc.) issued by BHEL shall be properly accounted for. The total quantity of steel required for the work will be calculated from the approved Bar Bending schedule, fabrication drawings, approved laps, chairs and lugs etc. The measurement for payment as well as for accounting shall be based on the sectional weights as indicated in the following IS/BS/EN specifications.


30/03/22

SPECIAL CONDITIONS OF CONTRACT (SCC)- Civil & Structural

Chapter – VI: Material Handling, Storage & Preservation

6.3.4.3	Sr No	Name of Standard	Name of Section
	1	IS: 808-1964	Beams, Channels and Angles
	2	IS: 1730-1961	Plates, Sheets and Strips/Flats
	3	BS4-1: 1993	UB/UC sections
	4	IS: 12778/equivalence with EN-19-57	For NPB sections
	5	IS: 12778/equivalence with EN-53-62	For HE/WPB sections
	6	IS: 1786 or grade -1 of IS432 (Part-I)	Rounds including deformed high yield strength bars.
	7.	IS:4923-1997	Hollow section
In case any such sectional weights are not available in the above documents, the manufacturer recommendation/BHEL instruction shall be binding.			
6.3.4.4	The steel issued to the contractor shall be mainly in standard length and sections as received from the supplier. However, the contractor shall be bound to accept the steel in length as available in the project stores and no claims for extra payment because of issue of non-standard length will be entertained.		
6.3.4.5	The contractor shall satisfy himself of the quality and quantity of the materials at the time of taking delivery from BHEL stores. No claims whatsoever will be entertained by BHEL because of quality or quantity after the materials are taken by the contractor from BHEL stores.		
6.3.4.6	The contractor shall submit to BHEL well in advance of before Three month from requirement, a statement indicating estimated quantity of cement and steel required during a quarter. In addition, the contractor shall also furnish the estimated requirement of steel during a month by the third week of the previous month indicating his requirement.		
6.3.4.7	Bidders shall ensure that no lamination material is taken over by them from BHEL. The contractor must note that cement and steel required for the contractor's enabling job like store/ site office/batching plant/temporary works etc. shall be arranged by the contractor at his own cost. All temporary structures constructed/installed/erected are to be dismantled and removed as per instruction of BHEL		



SPECIAL CONDITIONS OF CONTRACT (SCC)- Civil & Structural

Chapter – VI: Material Handling, Storage & Preservation

6.3.4.8	Bidder to give requirement of Material in BHEL Scope well in advance of before Three month from requirement. Any delay in raising the requirement of these item leading to delay in placement of order, will be Contractor responsibility and its attributable delay in erection will be responsibility of Bidder only.
6.4	<u>RETURN OF MATERIALS (BHEL Free Issued Material)</u>
6.4.1	Return of Cement: Sealed cement bags remaining unused and in perfectly good condition at the time of completion or termination of the contract shall be returned promptly, (within 15 days from assessment) if BHEL/ engineer is satisfied of the physical condition of the cement. Return of such cement to the project stores / place as identified within the project area by engineer/ BHEL will not entitle contractor to handling and incidental charges. Surplus sealed and good conditioned cement bags will be taken back on weighment basis.
6.4.2	Return of Reinforcement Steel and Structural Steel including Scrap: All surplus steel and all wastage materials will be taken back on weighment basis. Surplus, unused and untampered steel shall be sorted section-wise and returned separately at a place directed by BHEL/Engineer within the project area. For return of such materials, contractor will not be entitled to any handling and incidental charges. All wastage / scrap (including melting scrap, wastage, and unusable scrap) shall be promptly returned to the stores and a receipt obtained for material accounting purposes. Scrap for reinforcement steel and structural steel shall be returned separately.
6.4.3	<u>Scrap and Serviceable Materials:</u>
6.4.3.1	All structural steel of length above 2 Meter except M.S Plate shall be considered as serviceable materials provided the materials is in good and acceptable condition. Structural steel in length less than 2 Meter Shall be treated as scrap.
6.4.3.2	Plates having both side greater than 1 Meter OR if any side is less than 1 Meter but greater than 0.5 Meter and the total area is equal or greater than 2 sq. Meter shall be considered as serviceable material .
6.4.3.3	All pipe measuring 2 Meter and above in length shall be treated serviceable materials provided they are in good and acceptable condition. Pipe in less than 2 Meter length shall be treated as Scrap.
6.4.3.4	All TMT measuring 3 Meter and above in length shall be treated as serviceable material provided they are in good acceptable condition. TMT in less than 3 Meter shall be treated as scrap.

30/03/22

SPECIAL CONDITIONS OF CONTRACT (SCC)- Civil & Structural

Chapter – VI: Material Handling, Storage & Preservation

6.4.4	<u>Cement, Steel Consumption and wastage:</u>												
6.4.4.1	Cement Consumption: The theoretical consumption of cement shall be based on the following: <div><div>a.</div><div>b.</div><div>c.</div><div>d.</div></div> <div>For design mix concrete as per approved design mix. For nominal mix concrete work, as per minimum cement as specified or as approved by engineer-in-charge. For item of works, where volume mix is permitted in writing by the BHEL, for masonry works, plaster other miscellaneous items, the cement consumption shall be governed by the “Statement of cement consumption” attached to the latest version of Delhi Schedule of Rates (DSR) unless otherwise specified in the specifications or the drawing of contract or mutually agreed by engineer-in-charge and the contractor. Actual consumption = Issue – Surplus/ unused quantity of cement returned in good condition by the contractor to store. (No sweep cement will be taken back by BHEL).</div>												
6.4.4.2	Cement Wastage: <div><div>a.</div><div>b.</div></div> <div>Allowable wastage: One and half percent (+1.5%) of theoretical consumption of cement. For any material issued by BHEL to the contractor free of cost, and which is not accounted for by the contractor to BHEL, then recovery for such material shall be affected at penal rates.</div> <table><tr><th>Sl no.</th><th>Cement consumption</th><th>Basis of issue & penal recovery</th></tr><tr><td>C1</td><td>Theoretical consumption (without considering any wastage or loss).</td><td>Free</td></tr><tr><td>C2</td><td>Actual consumption being Limited to one and half percent (+1.5%) of aforesaid theoretical consumption towards allowable wastage.</td><td>Free</td></tr><tr><td>C3</td><td>Actual consumption beyond one and half percent (+1.5%) of above (C1).</td><td>Penal rate</td></tr></table>	Sl no.	Cement consumption	Basis of issue & penal recovery	C1	Theoretical consumption (without considering any wastage or loss).	Free	C2	Actual consumption being Limited to one and half percent (+1.5%) of aforesaid theoretical consumption towards allowable wastage.	Free	C3	Actual consumption beyond one and half percent (+1.5%) of above (C1).	Penal rate
Sl no.	Cement consumption	Basis of issue & penal recovery											
C1	Theoretical consumption (without considering any wastage or loss).	Free											
C2	Actual consumption being Limited to one and half percent (+1.5%) of aforesaid theoretical consumption towards allowable wastage.	Free											
C3	Actual consumption beyond one and half percent (+1.5%) of above (C1).	Penal rate											

30/03/22

SPECIAL CONDITIONS OF CONTRACT (SCC)- Civil & Structural

Chapter – VI: Material Handling, Storage & Preservation

6.4.4.3	Reinforcement Steel, MS earthing rod, GI gratings, Foundation bolts and MS Rails Consumption The theoretical consumption of various sections and/or diameter of reinforcement and earthing rod steel shall be based on approved construction drawing and bar bending schedule. Weight shall be calculated considering the sectional weights as per Indian standards. No extra cost shall be payable to the contractor for any deviation in weights for the different procedures adopted for issue and calculation of the theoretical consumption including rolling tolerances. <div><div>a. Actual consumption = Issue – Surplus.</div><div>b. Surplus = un-tampered, unused, uncut QTY of steel including serviceable material returned by the contractor to BHEL store along-with relevant documents.</div><div>c. Wastage = Actual consumption – Theoretical consumption.</div></div>																		
6.4.4.4	Reinforcement Steel, MS earthing rod, Foundation bolts and MS Rails Wastage <div>a. Allowable Wastage: (+3%) of the theoretical consumption shall be considered as allowable wastage.</div> <table><tr><th colspan="3">Wastage and scrap shall be as per actual weight basis.</th></tr><tr><th>Sl. no.</th><th>Reinforcement steel & MS earthing rod</th><th>Basis of issue & penal recovery</th></tr><tr><td>R1</td><td>Theoretical consumption (without considering wastage and scrap or loss)</td><td>Free</td></tr><tr><td>R2a</td><td>Wastage limited to plus three percent (+3%) of aforesaid theoretical consumption (R1) towards allowable wastage and returned to BHEL Store.</td><td>Free</td></tr><tr><td>R2b</td><td>Wastage limited to plus three percent (+3%) of aforesaid theoretical consumption (R1) towards allowable wastage but not returned to BHEL Store.</td><td>Penal Rate</td></tr><tr><td>R3</td><td>Wastage beyond THREE percent (+3%) of the theoretical consumption above (R1).</td><td>Penal rate</td></tr></table>	Wastage and scrap shall be as per actual weight basis.			Sl. no.	Reinforcement steel & MS earthing rod	Basis of issue & penal recovery	R1	Theoretical consumption (without considering wastage and scrap or loss)	Free	R2a	Wastage limited to plus three percent (+3%) of aforesaid theoretical consumption (R1) towards allowable wastage and returned to BHEL Store.	Free	R2b	Wastage limited to plus three percent (+3%) of aforesaid theoretical consumption (R1) towards allowable wastage but not returned to BHEL Store.	Penal Rate	R3	Wastage beyond THREE percent (+3%) of the theoretical consumption above (R1).	Penal rate
Wastage and scrap shall be as per actual weight basis.																			
Sl. no.	Reinforcement steel & MS earthing rod	Basis of issue & penal recovery																	
R1	Theoretical consumption (without considering wastage and scrap or loss)	Free																	
R2a	Wastage limited to plus three percent (+3%) of aforesaid theoretical consumption (R1) towards allowable wastage and returned to BHEL Store.	Free																	
R2b	Wastage limited to plus three percent (+3%) of aforesaid theoretical consumption (R1) towards allowable wastage but not returned to BHEL Store.	Penal Rate																	
R3	Wastage beyond THREE percent (+3%) of the theoretical consumption above (R1).	Penal rate																	

30/03/22

SPECIAL CONDITIONS OF CONTRACT (SCC)- Civil & Structural

Chapter – VI: Material Handling, Storage & Preservation

6.4.4.5

Structural Steel (Rolled Sections and Plates etc.)

Consumption

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

a.

Actual consumption = Issue – Surplus.

b.

Surplus = un-tempered, unused, uncut quantity of steel **including serviceable material** returned by the contractor to BHEL store.

c.

Wastage = Actual consumption – Theoretical consumption.

6.4.4.6

Structural Steel Wastage

a.

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

SI no	Structural steel including SS plate	Basis of issue & penal Recovery
S1	Theoretical consumption (without considering any wastage, scrap or loss) as per specification & drg.	Free
S2a	Wastage limited to plus four percent (+4%) of aforesaid theoretical consumption (S1) towards allowable wastage (including invisible wastage limited to 0.5%) and return to BHEL Store.	Free
S2b	Wastage limited to plus four percent (+4%) of aforesaid theoretical consumption (S1) towards allowable wastage (including invisible wastage limited to 0.5%) but not returned to BHEL Store.	Penal Rate
S3	Wastage beyond four percent (4%) of the aforesaid theoretical consumption (S1).	Penal rate

30/03/22

SPECIAL CONDITIONS OF CONTRACT (SCC)- Civil & Structural

Chapter – VI: Material Handling, Storage & Preservation

6.4.4.7	<p><u>Reconciliation of Materials:</u></p> <ul style="list-style-type: none">a. The contractor shall submit a reconciliation statement of cement and steel issued to the contractor with each RA Bill.b. At the time of submission of bills, the contractor shall properly account for the material issued to him as specified herein to the satisfaction of BHEL certifying that the balance material is available in the contractor custody at site.c. At the time of submission of bills, if it is noticed by BHEL that the wastage is high and calls recovery at the penal rate, then, BHEL will proceed for recovery for the excess wastage as per penal recovery rates as specified.d. If at any point of time, BHEL finds there is a difference in physical and theoretical balance, where the contractor fails to provide necessary reconciliation, the decision of penal recovery/withhold of amount at penal rate by BHEL shall be final and binding to the contractor till proper records are submitted to and verified by BHEL.e. The reference drawings for actual material consumption to be used for the purpose of reconciliation shall be drawings prepared by the BHEL and drawings approved by BHEL for fabrication works and such other drawings approved by BHEL. This shall also include the bar bending schedule prepared by the contractor and approved by BHEL.
---------	---


30/03/22

Annexure-IV to NIT

8.4 BOCW Act & Cess Act

8.4.1 BOCW Cess is not to be borne by contractor.

Bidder may please note that the sub-contractor/bidder of BHEL engaging building or construction worker in connection with building or other construction work, are required to follow the procedures enumerated below:	
1.	It shall be the sole responsibility of the contractor as employer to ensure compliance of all the statutory obligations under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.
2.	It shall be sole responsibility of the contractor engaging Building Workers in connection with the building or other construction works in the capacity of employer to apply and obtain registration certificate specifying the scope of work under the relevant provisions of the Building and Other

	Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 from the appropriate Authorities.
3.	It shall be responsibility of the contractor to furnish a copy of such Registration Certificate within a period of one month from the date of commencement of Work.
4.	It is responsibility of the contractor to register under the Building and other Construction Workers' Welfare Cess Act, 1996 and deposit the required Cess for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 at such rate as the Central Government may, by notification in the Official Gazette, from time to time specify. However, before registering and deposit of Cess under the Building and other Construction Workers' Welfare Cess Act, 1996, the contractor will seek written prior approval from the Construction Manager.
5.	It shall be sole responsibility of the contractor as employer to get registered every Building Worker, who is between the age of 18 to 60 years of age and who has been engaged in any building or other construction work for not less than ninety days during the preceding twelve months as Beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996.
6.	It shall be sole responsibility of the contractor as employer to maintain all the registers, records, notices and submit returns under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.
7.	It shall be sole responsibility of the contractor as employer to provide notice of poisoning or occupation notifiable diseases, to report of accident and dangerous occurrences to the concerned authorities under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the rules made thereunder and to make payment of all statutory payments & compensation under the Employees' Compensation Act, 1923.
8.	<p>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:</p> <ul style="list-style-type: none"> i) Number of Building Workers employed during preceding one month. ii) Number of Building workers registered as Beneficiary during preceding one month. iii) Disbursement of Wages made to the Building Workers for preceding wage month. iv) Remittance of Contribution of Beneficiaries made during the preceding month

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

Annexure-VI to NIT

Annexure-VI (For Better Understanding Only)

Globalization of free issue items such as cement & steel quantities means that any individual free issue item can vary and vendor should not be penalized in case total value of free issue item does not change. There will be no penalty on excess quantity as long as total cost of free issue items remain unchanged i.e. quantity of one item can go up and quantity of other item can go down within total cost of free issue arrived based on the quantity quoted by the bidders.

EXAMPLE-1

1) The value of the quoted quantities of the free issue items by a bidder for the project is as below:

Cement: 20,000 tons @ Rs. 7,000.00 per ton =	Rs. 1400 Lakh
Reinforced steel: 6,000 tons @ Rs. 60,000 per ton =	Rs. 3600 Lakh
Total	Rs. 5000 Lakh

Assuming that the actual reinforcement steel requirement goes down to 5000 tons and actual cement quantity goes up to 25000 MT, final evaluated value of free issue item will be as under:

Cement - 25000 tons @ Rs. 7,000.00 per ton =	Rs. 1750 Lakh
Reinforcement Steel- 5000 tons @ Rs. 60,000 per ton =	Rs. 3000 Lakh
Total	Rs. 4750 Lakh

Since actual value of free issue item (Rs. 4750 Lakh) is less than the value of quoted free issue item (Rs. 5000 Lakh), there will be no penalty on account of excess quantity of cement 5000 Tons i.e. (25000-20000).

EXAMPLE-2

1) The value of the quoted quantities of the free issue items by a bidder for the project is as below:

Cement: 20,000 tons @ Rs. 7,000.00 per ton =	Rs. 1400 Lakh
Reinforced steel: 6,000 tons @ Rs. 60,000 per ton =	Rs. 3600 Lakh
Total	Rs. 5000 Lakh

Assuming that the actual reinforcement steel requirement goes down to 5000 tons and actual cement quantity goes up to 30000 MT, final evaluated value of free issue item will be as under:

Cement - 30000 tons @ Rs. 7,000.00 per ton =	Rs. 2100 Lakh
Reinforcement Steel- 5000 tons @ Rs. 60,000 per ton =	Rs. 3000 Lakh
Total	Rs. 5100 Lakh

Since actual value of free issue item (Rs. 5100 Lakh) is more than the value of quoted free issue item (Rs. 5000 Lakh), there will be penalty on cement quantity on account of excess amount i.e. 100 Lakhs (5100-5000). Quantity of excess cement for penalty= 100 Lakhs / 7000= 1428.57 ton

Penalty amount= 1428.57 * Rs 7000 per Ton

Annexure -VII to NIT

3.0	FACILITIES IN THE SCOPE OF CONTRACTOR/BHEL (SCOPE MATRIX)			
Sl. No	Description PART I	Scope		Remarks
		BHEL	Bidder	
3.1.	Establishment:			
3.1.1.	For Construction Purpose:			
a.	Open space for office	Yes		BHEL shall provide limited open space for contractor's office and store as and where made available (inside / outside plant premises). Location will be finalized after joint survey with Owner/BHEL. For details refer relevant clause as mentioned below.
b.	Open space for storage	Yes		
c.	Construction of contractor's office, canteen and storage building including supply of materials and other services		Yes	
d.	Contractor's all office equipment, office / store / canteen consumables		Yes	
e.	Canteen facilities for the contractor's staff, supervisors and engineers etc.		Yes	
f.	Firefighting equipment like buckets, extinguishers etc.		Yes	
g.	Fencing of storage area, office, canteen etc. of the bidder		Yes	
h.	Development of land provided for office, storage, fabrication yard, etc.		Yes	
3.1.2.	For living purpose of the contractor:			

3.0	FACILITIES IN THE SCOPE OF CONTRACTOR/BHEL (SCOPE MATRIX)			
Sl. No	Description PART I	Scope		Remarks
		BHEL	Bidder	
a.	Open space for labour colony	Yes		BHEL shall provide Open space for Labour colony outside the plant boundary within the leased land premises of BHEL on chargeable basis. For details refer relevant clause as mentioned below.
b.	Labour Colony with internal roads, sanitation, complying with statutory requirements		Yes	
3.2.	Electricity:			
3.2.1.	Electricity for construction purposes		Yes	
a.	Single point source		Yes	Contractor has to arrange construction power at his own cost including DG Sets to meet the power requirement. BHEL may provide single point source for construction works during execution stage on chargeable basis.
b.	Further distribution for the work to be done which include supply of materials and execution		Yes	At contractor's own cost
c.	Distribution of Electricity for the office, stores, canteen, of the contractor which include supply of materials and execution		Yes	At contractor's own cost
d.	Supply, installation and connection of energy meter including operation and maintenance		Yes	At contractor's own cost . Calibration certificate to be provided.
e.	Duties and deposits including statutory clearances for the above		Yes	At contractor's own cost
f.	Demobilization of all the facilities after completion of works		Yes	At contractor's own cost

3.0	FACILITIES IN THE SCOPE OF CONTRACTOR/BHEL (SCOPE MATRIX)			
Sl. No	Description PART I	Scope		Remarks
		BHEL	Bidder	
3.2.2.	Electricity for living accommodation for the contractor's staff, engineers, supervisors, labour Hutment etc.			
a.	Single point source		Yes	At contractor's own cost
b.	Further distribution including all materials, Energy Meter, Protection devices and its service		Yes	At contractor's own cost
c.	Payment/Duties and deposits including statutory clearances if applicable		Yes	At contractor's own cost
3.3.	Water Supply:			
3.3.1.	For construction purposes:			
a.	Making the water available at single point	Yes	Yes	<p>Single Point Source for Construction Water within the plant premises shall be provided at a location as approved by Owner.</p> <p>Contractor shall construct necessary pond and provide piping network, gate valves, water meter etc. for construction water arrangement.</p> <p>Construction Water shall be provided on chargeable basis.</p> <p>Construction Water source for outside plant boundary shall be arranged by contractor at his own cost.</p>
b.	Further distribution as per the requirement of work including supply of materials and execution		Yes	At contractor's own cost

3.0	FACILITIES IN THE SCOPE OF CONTRACTOR/BHEL (SCOPE MATRIX)			
Sl. No	Description PART I	Scope		Remarks
		BHEL	Bidder	
3.3.2.	Water supply for contractor's office, stores, canteen etc.			Contractor has to make his own arrangement at his own cost.
a.	Making the water available at single point		Yes	At contractor's own cost
b.	Further distribution as per the requirement of work including supply of materials and execution		Yes	At contractor's own cost
3.3.3.	Water supply for Living Purpose			Contractor has to make his own arrangement at his own cost.
a.	Making the water available at single point		Yes	At contractor's own cost
b.	Further distribution as per the requirement of work including supply of materials and execution		Yes	At contractor's own cost
3.4.	Lighting			
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	At contractor's own cost
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	At contractor's own cost
c.	Providing the necessary consumables like bulbs, switches, etc. during the course of project work		Yes	At contractor's own cost
d.	Lighting for the living purposes of the contractor at the colony / quarters		Yes	At contractor's own cost
3.5.	Communication facilities for site operations of the bidder			

3.0	FACILITIES IN THE SCOPE OF CONTRACTOR/BHEL (SCOPE MATRIX)			
Sl. No	Description PART I	Scope		Remarks
		BHEL	Bidder	
a.	Telephone, Fax, Internet, Intranet, E-mail, etc.		Yes	At contractor's own cost
3.6.	Demobilization of all the above facilities		Yes	At contractor's own cost
3.7.	Erection Facilities			
3.7.1.	Engineering works for construction:			
a.	Providing the erection/constructions drawings for all the scope/equipment covered under the scope of this tender	Yes		
b.	Drawings for construction methods	Yes	Yes	In consultation with BHEL
c.	As-built drawings where ever deviations observed and executed and also based on the decisions taken at site		Yes	Changes are to be marked in drawing & handover to BHEL on completion of work.
d.	Preparation of site execution schedules and other input requirements as per Form-14.	Yes	Yes	In consultation with BHEL
e.	Review of performance and revision of site execution schedules in order to achieve the end dates and other commitments	Yes	Yes	In consultation with BHEL
f.	Weekly construction / erection schedules based on Sl. No. d		Yes	In consultation with BHEL
g.	Daily work plan based on Sl. No. d		Yes	In consultation with BHEL
h.	Periodic visit of the senior official of the contractor to site to review the progress so that works is completed as per schedule. It is suggested this review by the senior official of the contractor should be done once in every two months.		Yes	

3.8.	Land/Open Space:
3.8.1.	<p>Availability of land is very limited and the contractor has to plan and use the existing land considering the use of land by other Civil /mechanical/ electrical contractors and the storage of plant machineries and materials. The existing land shall be shared by all erection agencies.</p> <p>Land for labour colony, laydown area for storage of equipment, fabrication yard or any other construction related activities is not available within the plant boundary. Therefore, BHEL is taking the Land on Lease basis within a distance of 03 Kms (Approx.) from the Plant Boundary.</p> <p>BHEL shall provide such Land (including necessary filling, levelling, grading and compaction) to the contractors for construction of their office, storage sheds, laydown area, labour colony, setting up of Batching Plant and other construction related activities.</p> <p>The Land shall be allotted to the contractor on chargeable basis @ Rs. 73,000 per acre per month (1Acre = 4046 SQM). Recovery shall be made from monthly RA Bill of contractor for the actual land allotted as per recovery rates mentioned above on pro-rata basis.</p> <p>In case Land is provided by customer within the plant boundary for specific purpose (i.e. space for reinforcement bar cutting – bending, storage etc.) same shall be provided to contractor on free of cost basis.</p> <p>For this Tender, Land requirement is envisaged as approx. 2.5 Acres for the purpose of contractor's labour colony, batching plant, storage sheds, Laydown area etc. Land requirement shall be finalized at site in consultation with BHEL Engineer In-charge and the decision of BHEL in this regard shall be final and binding on the contractor.</p> <p>Land shall be allotted to contractor till completion period of the contract and subsequent extensions (if any) and recovery of the land charges shall be done accordingly.</p> <p>In case the Land is not required for the complete contract period / extended period (if any), contractor may hand over the such unutilized land to BHEL cleared from all constructions, encumbrances, debris etc. in consultation with BHEL. In such case, further recovery of the Land handed over by the contractor to the satisfaction of BHEL shall not be made. However, recovery shall be made from the contractor till the time land is cleared from all constructions and handed over satisfactorily to BHEL.</p> <p>It is the responsibility of the contractor to construct office, sheds, fabrication yard, establish batching plant, micro levelling and grading of the land, roads and drains (internal, approach), make necessary drainage arrangements, provide all utilities and dismantle and clear the site after completion of work or as and when required, as a part of his scope of work.</p> <p>It is contractor's responsibility to provide watch and ward, security (including fencing/ boundary wall) for their equipment, material, stores etc. kept inside the land allotted for the scope of work under this tender. Although, BHEL will secure the complete leased land premises through peripheral boundary wall yet, BHEL shall not be responsible for any theft / loss of contractor's properties from within the allotted land to contractor and no claim shall be entertained in this regard.</p>

	<p>It will be mandatory for the contractor to hand over the land, cleared from all constructions, encumbrances, debris etc. to BHEL and take a satisfactory handing over certificate from BHEL Engineer. In case of default by contractor and expenses (if any) incurred by BHEL for clearing the land provided to the contractor shall be recovered from the contractor with overheads @ 5%.</p>
3.8.2.	<p>Contractor shall maintain one centralized store cum bar bending yard at his own cost. Hard surfacing of this yard and all around drains shall be carried out by the contractor at his own cost within the quoted rate. The construction of cement storage sheds for unloading of cement bags, stacking properly in the storage sheds shall be carried out by the contractor at his own cost within the quoted rate.</p>
3.9.	<p>Labour and Staff Colony:</p> <p>Following are in the contractor's scope of work for labour & staff colony:</p>
3.9.1.	<p>BHEL shall provide limited open space outside the plant boundary (Approx. 3 KM from plant boundary) within leased land premises for construction and development of contractor's labour colony in line with clause no. 3.8.1.</p> <p>Labour colony is to be developed by bidder for all the labourers required to be deployed for the works. All labour colony set-up is to be developed as per attached drawing and in compliance of statutory requirements. Minimum 02 sets of labour hutments as per drawing shall be completed within 3 months from the date of start of work.</p> <p>Contractor shall construct/arrange Labour Hutment as per minimum specifications mentioned in the attached drawing, for which no separate payment shall be made by BHEL.</p> <p>Ownership of the labour hutment shall be of the contractor and contractor shall keep BHEL indemnified from any statutory obligations / legal compliances w.r.t. labour hutment establishment during as well as after the completion of contract.</p> <p>Contractor as per work requirement shall assess labour colony requirement, and labour hutments more than 02 sets, if required shall be constructed by contractor as per requirement without any cost implication to BHEL.</p>
3.9.2.	<p>All arrangement for electricity and drinking/service water to be arranged by the contractor within his quoted price. The contractor shall provide adequate water arrangement for drinking/ washing/ bathing with required toilets, drainage system, and electrification etc. in labour colony at his own cost.</p>
3.9.3.	<p>Development of contractor's temporary staff colony and labour colony having adequate no. of rest rooms along with toilets & fencing etc.</p>

3.9.4.	All Civil and Structural work associated with drinking and service water for contractor's labour and other personnel at the work site/colony/offices including pump houses, pipes, overhead tank, tube wells etc.
3.9.5.	Providing and maintaining facilities for safety, welfare, drinking water and sanitation, hygiene, biennial health check-up etc. for construction workers at their workplaces as well as at labour & staff colonies.
3.9.6.	Development and maintenance of above facilities for construction workers deployed by the contractor shall solely rest with the Contractor.
3.9.7.	<p>Contractor shall comply with the following for workmen accommodation</p> <ul style="list-style-type: none"> • General Layout of Sheds at Worker's Establishment • Standard guidelines for labour colony or worker accommodation. • Typical layout for workmen sheds. <p>For above documents refer Chapter-XI: TECHNICAL SPECIFICATIONS AND DRAWINGS</p>
3.10.	<p>Installation of necessary amenities- and temporary infrastructure for construction activities at Project site locations.</p> <p>Following are the minimum amenities to be provided by the contractor within the quoted price including removal/disposal of the same in environment friendly manner after its intended use/completion of scope of work:</p> <ol style="list-style-type: none"> Labour rest sheds near work spot. Canteen facility creation. Drinking water facility with suitable capacity water tanks near all work locations. Labour Bio toilets near work spot in sufficient nos. with regular cleaning & maintenance arrangement. Labour colony should have all hygienic condition, dining hall, toilets, proper sewerage system, good drinking water arrangements.
3.11.	Construction Power:
3.11.1.	<p>Construction power shall be arranged by the contractor at his own cost within the quoted price including services for removal/disposal of the same in environment friendly manner after its intended use/ completion of scope of work.</p> <p>Contractor shall be responsible for fulfilment of all requirements including statutory requirements in this regard. Any duty, deposit involved in getting the Electricity connection shall be borne by the contractor. As regards to contractor's office, stores also, all such expenditure shall be borne by the contractor.</p> <p>Contractor to note that BHEL is in the process of obtaining the construction power connections through State Electricity Distribution Board (UHBVN / HVPN) for inside / outside the plant premises. The process may take time of about 06 months from the commencement of contract period of this tender.</p>

	Till such arrangement is made available by BHEL, the contractor should make his own arrangement for alternative source of power supply through power connection / deployment of adequate number of DG sets/usage of diesel operated machines, at their cost. No separate payment shall be applicable on account of the same.
3.11.2.	Construction power whenever made available by BHEL, the same shall be provided to the contractor on chargeable basis* at one single point (inside and outside plant premises). However, based on request of Contractor and requirement of project, BHEL Site in charge, at his discretion, may provide construction power at multiple point, if feasible. If, BHEL provides electricity at more than one point, it will be responsibility of the contractor to provide all the support necessary for enabling BHEL for extending such provision to contractor.
3.11.3.	Contractor shall deploy and install required cables, fuses, distribution boards, switchboards, bus bars, earthing arrangements, protection devices and any other installation as specified by statutory authority/act.
3.11.4.	Contractor shall make necessary arrangements for onward distribution of construction power taking due care of surrounding construction activities like movement of cranes & vehicles, civil work, fabrication/construction/assembly/ erection etc. and safety of personnel. It may become necessary to relocate some of the installations to facilitate work by other agencies or by him.
3.11.5.	Distribution of supply shall be done by the contractor using underground cables. The contractor shall be responsible to provide complete LT distribution with Fuseless system including the supply of all materials like cables, necessary isolators/LCB, Switch boards, industrial receptacles/sockets, pipes, etc. observing the safety rules laid down by electrical authority of the State / BHEL / their customer with appropriate statutory requirements. All cables being used for construction power shall be armoured only. Buried cable shall be suitably identified by the route markers.
3.11.6.	It shall be the responsibility of Contractor to provide, maintain the complete installation on the load side of the supply with due regard to the safety requirements at site. All cabling and installations shall comply with the appropriate statutory requirements in all respects. The installation and maintenance of this shall be done by licensed and experienced electrician.
3.11.7.	The contractor shall also take the approval/ permission of statutory authorities for his DG set installation. The Contractor has to make his own arrangement for the same as required to carry out the job under the scope of work within the quoted rate. Nothing extra shall be paid on this account of DG set up and running for construction and office maintenance etc.
3.11.8.	Contractor himself shall be responsible for any loss or damage to their equipment as a result of variations in voltage or frequency or interruptions in power supply.
3.11.9.	The contractor will have to Procure & install General mobile illumination system during construction right from start of his work. This system will include temporary pole lighting, portable lighting towers with DG back up, within the quoted price. The illumination should

	be such that minimum illumination requirement as specified by Indian standards for general illumination is maintained.
3.11.10.	Further, as there are bound to be interruptions in regular power supply, power cut/load shedding as in any construction sites, contractor should make his own arrangement for alternative source of power supply through deployment of adequate number of DG sets/usage of diesel operated machines, at their cost during the power breakdown /failure to get urgent and important work to go on without interruptions. No separate payment shall be made for any contingency arrangement made by contractor, due to delay / failure in providing electricity.
3.11.11.	The Construction Power consumed by the contractor shall be charged based on prevalent rate of DISCOM (UHBVN / HVPN). Recovery of Construction Power shall be made from the monthly RA bills of the contractor.
3.11.12.	The contractor has to Provide necessary meter for measuring the power consumption. In case of any dispute, BHEL engineer's decision shall be final and binding on contractor. The meter used by the contractors shall be duly calibrated.
3.11.13.	Necessary "Capacitor Banks" to improve the Power factor to a minimum of 0.9 shall be provided by the contractor at his cost. On account of the contractor's failure in maintaining the power factor as required by customer, penalty if any, levied by customer/ State Electricity Distribution Board will be recovered from contractor's bills.
3.11.14.	Contractor has to make their own arrangements for electricity requirement for labour colony at his own cost within quoted price.
3.12.	Construction water:
3.12.1.	<p>Within the Plant Premises:</p> <p>Construction Water (Raw water) required for site requirements within the plant premises shall be provided by BHEL / Owner at single point source on chargeable basis. Tentative location of construction water (single point source) is along the plant boundary of existing HPGCL plant. The construction water is from open stream at which a gate valve and metering arrangement is required to be installed by the contractor.</p> <p>For arrangement of Construction Water within the plant premises, contractor's scope shall include construction of approx. 1 Lakh Litre capacity underground water storage tank. Payment for water storage tank shall be made as per Item Rates in BOQ cum Rate Schedule. Contractor's scope shall also include the supply, installation and commissioning of gate valve, G.I. pipes, pumps, water meter etc. for connection of the open water channel with water storage tank. Contractor shall complete the construction of this storage tank within 02 months from the date of start of work. Typical Drawing of Water Storage Tank is enclosed with the Tender, however final drawing for the water storage tank shall be prepared by contractor in consultation with BHEL. Water storage tank shall be constructed at the location decided by BHEL-Site and as per approved drawings.</p> <p>Further distribution of water from storage tank including required pumps & accessories, pipes, water meter for drawing water shall be arranged by the</p>

	<p>contractor at their own cost to ensure supply of water without interruptions. No extra payment shall be made under this account.</p> <p>Note: Construction Water shall be provided at the same rate as charged by customer from BHEL.</p>
3.12.2.	The Contractor should make arrangements for storage of sufficient quantity of water required for work. The agency should also construct sumps (if required) of suitable size for storage of construction water as per their requirement for use for execution and construction purposes.
3.12.3.	Contractor to satisfy himself that the water drawn/ arranged by him is fit for construction/ consumption and adequately treat such water at his cost when it is not found fit for the said purposes.
3.12.4.	In case of non-availability of water, the contractor shall make his own arrangements of water suitable for construction purpose to have uninterrupted work. No separate payment shall be made for any contingency arrangement made by contractor.
3.12.5.	<p>CONTRACTOR'S OBLIGATION ON COMPLETION</p> <p>On completion of work or as and when required by BHEL, all the temporary buildings, structures, pipe lines, cables etc. shall be dismantled and levelled and debris shall be removed, as per instructions of BHEL, by the contractor at his cost. In the event of his failure to do so, the Engineer will get it done and expenses incurred shall be recovered from the contractor along with prevailing overheads. The decision of BHEL Engineer in this regard shall be final.</p>
3.12.6.	<p>DEWATERING:</p> <p>Contractor shall ensure at all times that his work area & approach/ access roads are free from accumulation of water, so that the materials are safe and the erection/ progress schedule are not affected. No separate claim in this regard shall be admitted by BHEL. No separate payments shall be considered by BHEL for dewatering of subsoil, surface water or catchments water, if required, at any time during execution of the work including monsoon period.</p>
3.13.	RECORDS TO BE MAINTAINED AT SITE
3.13.1.	Record of Quantity of free/Chargeable items issued by BHEL must be maintained during contract execution. Also, reconciliation statement to be prepared at regular intervals.
3.13.2.	<p>The below mentioned Records/ Log-books/ Registers applicable to be maintained.</p> <ol style="list-style-type: none"> Hindrance Register Site Order Book. Test Check of measurements. Steel and Cement Supply and Consumption Daily Register Records of Test reports of Field tests. Records of manufacture's test certificates.

	<ul style="list-style-type: none">g. Records of disposal of soil/ rock generated during and after the work completion.h. Records of disposal of scraps generated during and after the work completion.i. List of T&Ps and MMEs.
--	---

Annexure-VIII to NIT

CONCILIATION

Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in - "Procedure for conduct of conciliation proceedings" (as available in www.bhel.com)).

Note: Ministry of Finance has issued OM reference No. 1/2/24 dated 03.06.2024 regarding "Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement. In the said OM it has been recommended that Government departments/ Entities/agencies are to encourage mediation under the Mediation Act. 2023. The said Act has not yet been notified by the Government. Therefore, the clause "Settlement of Disputes" shall be modified accordingly as and when the Mediation Act 2023 gets notified.

ARBITRATION

- i. Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 2.21.1 herein above or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, refer the disputes to Arbitral Institution i.e. **"India International Arbitration Centre (IIAC) Delhi" for PSNR & PSER / "Mumbai Centre for International Arbitration (MCIA), Mumbai" for PSWR / "Nani Palkhivala Arbitration Centre (NPAC) Chennai" for PSSR** and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.
- ii. A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to arbitral institution. The Notice shall be addressed to the **Head of the Region, Power Sector/ Unit, BHEL, executing the Contract** and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any.
- iii. After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the Arbitral Institutions and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd. Judge having considerable experience in commercial matters to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.
- iv. The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.

- v. The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be Delhi for PSNR/ Kolkata for PSER/ Nagpur for PSWR/ Chennai for PSSR.
- vi. Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at Delhi for PSNR/ Kolkata for PSER/ Nagpur for PSWR/ Chennai for PSSR.
- vii. Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.
- viii. The Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores.
- ix. In case the disputed amount (Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.
- x. In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of above clause. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.

To be given on Letter head of Bidder

Ref:

Date:

To,

Bharat Heavy Electricals Limited

PEM, PPEI Building,

Plot No 25, Sector -16A

Noida (U.P)-201301

Reference:

Order no-F6/18/2019-PPD dated 23.07.2020 issued by Ministry of Finance.

Tender Enquiry No-.....

Offer No-.....

Name of Package:

Dear Sir,

I have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India. I hereby certify that Company name, is not from such a country and is eligible to be considered.

Thanking You,

Yours faithfully,

(Company director seal and signature)

To be given on statutory auditor / cost auditor of the company (in the case of companies) / from a practicing cost accountant / practicing chartered accountant Letter head

Ref:

Date:

To,
Bharat Heavy Electricals Limited
PEM, PPEI Building,
Plot No 25, Sector -16A
Noida (U.P)-201301

Reference: Tender Enquiry No-.....

Name of Package:

Dear Sir,

We hereby certify that items of(Package name) for.....(Project Name) offered by M/s(bidder's name) having its works/office at has local content of%. Further, it is also certified that the local content percentage (%) certified above is in line with definition of local content given in point no 2 of Public Procurement (Preference to Make in India), Order 2017- revision, having ref. no. P-45021/2/2017-PP(BE-II)-Part(4) Vol.II dated 04.06.2020 & 19.07.2024 and M/s..... qualifies as Class-I/Class-II (strike out whichever is not applicable) local supplier.

Further, cost of imported items (inclusive of taxes) sourced locally from resellers/ distributors is Rs and cost of licence/royalty paid/technical expertise cost etc. source from outside of India is Rs.....

Details of the location(s) at which the local value addition-

Yours very truly

..... (Signing Authority Name & Sign)

..... (Firm Name)

To be given on Letter head of Bidder

Mandatory declaration by Micro and Small Enterprise (MSE) bidders

Ref:

Date:

To,
Bharat Heavy Electricals Limited
PEM, PPEI Building,
Plot No 25, Sector -16A
Noida (U.P)-201301

Reference: Tender Enquiry No-.....

Name of Package:

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

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

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

Thanking You,

Yours faithfully,

(Authorized signatory seal and signature)

To be given on Letter head of Bidder

Mandatory declaration by bidders regarding conflict of interest

Ref:

Date:

To,
Bharat Heavy Electricals Limited
PEM, PPEI Building, Plot No 25, Sector -16A
Noida (U.P)-201301

Reference: Tender Enquiry No-.....

Name of Package:

Treatment of cases regarding conflict of interest:

The bidder notes that a conflict of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations:

i) If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly;

ii) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;

iii) Procurement of goods directly from the manufacturers/ suppliers shall be preferred. However, if the OEM/ Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorised distributor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate.

iv) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.

The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard. 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, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines.

Thanking You,

Yours faithfully,

(Authorized signatory seal and signature)

PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY

(On non-Judicial paper of appropriate value)

Bank Guarantee No.....

Date.....

To

(Employer's Name and Address)

.....

Dear Sirs,

In accordance with the terms and conditions of Invitation for Bids/Notice Inviting Tender No.....(Tender Conditions), M/s. having its registered office at(hereinafter referred to as the 'Tenderer'), is submitting its bid for the work of.....invited by(name of the Employer) through its Unit at(The Tender Conditions provide that the Tenderer shall pay a sum of Rs as Earnest Money Deposit in the form therein mentioned. The form of payment of Earnest Money Deposit includes Bank Guarantee executed by a Scheduled Bank.

In lieu of the stipulations contained in the aforesaid Tender Conditions that an irrevocable and unconditional Bank Guarantee against Earnest Money Deposit for an amount of is required to be submitted by the Tenderer as a condition precedent for participation in the said Tender and the Tenderer having approached us for giving the said Guarantee,

we, the[Name & address of the Bank] having our Registered Office at(hereinafter referred to as the Bank) being the Guarantor under this Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer without any demur, merely on your first demand any sum or sums of Rs.....(in words Rupees.....) without any reservation, protest, and recourse and without the beneficiary needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor/Contractor/Vendors in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment hereunder and the Tenderer shall have no claim against us for making such payment.

We Bank further agree that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender or to extend the time of submission of from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Tenderer and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Tenderer or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Tenderer or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Tenderer and notwithstanding any security or other guarantee that the Employer may have in relation to the Tenderer's liabilities.

This Guarantee shall be irrevocable and shall remain in force upto and including..... and shall be extended from time to time for such period as may be desired by the Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Tenderer but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms hereof. However, unless a demand or claim under this Guarantee is made on us in writing on or before the we shall be discharged from all liabilities under this Guarantee.

We, Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

This Bank Guarantee shall be governed, construed and interpreted in accordance with the laws of India.

Courts at shall alone have exclusive jurisdiction over any matter arising out of or in connection with this Bank Guarantee

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....
- b) This Guarantee shall be valid up to
- c) Unless the Bank is served a written claim or demand on or before _____ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank

We, _____ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of

(Name of the Bank)

Date.....

Place of Issue.....

¹ *Details of the Invitation to Bid/Notice Inviting Tender*

² *Name and Address of the Tenderer*

³ *Details of the Work*

⁴ *Name of the Employer*

⁵ *BG Amount in words and Figures*

⁶ *Validity Date*

⁷ *Date of Expiry of Claim Period*

Notes:

1. Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.
2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Contractor/sub-contractor /vendor/ Bank issuing the guarantee.
3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Deptt.

4. In Case of Bank Guarantees submitted by Foreign Vendors-

a. From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)

can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.

b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)

- b.1** In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
- b.2** In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.
- b.3** The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). The BG Format provided to them should clearly specify the same.

Proforma of Insurance Surety Bond towards Earnest Money Deposit

(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No.

Date.....

To

Bharat Heavy Electricals Limited,

.....

.....

Dear Sirs,

In accordance with Invitation for Bids under your Tender Ref. No., M/s..... [Bidder's Name] having its Registered/Head Office at (hereinafter called the 'Bidder') wish to participate in the said bid for [Name of Package] as an irrevocable Insurance Surety Bond against Earnest Money Deposit for an amount of(*) valid for(**) days from(***) required to be submitted by the Bidder as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies as mentioned under the Bidding Documents.

We, the [Name & address of the Insurer] having our Head Office at(#)..... guarantee and undertake to pay immediately on demand by **Bharat Heavy Electricals Limited** (hereinafter called the 'Employer') the amount of(*) without any reservation, protest, demand and recourse. Any such demand made by the 'Employer' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder and/or any right/remedy available to the bidder in terms thereof.

This Insurance Surety Bond shall be unconditional as well as irrevocable and remain in full force for a period of(**) days from the latest due date of bid opening and a claim period of(@).....days. If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s [Bidder's Name] on whose behalf this Insurance Surety Bond is issued.

In witness where of the Insurer, through its authorized officer, has set its hand and stamp on this.....day of..... 20..... at

(Signature)

.....

(Name)

.....

(Designation with Insurer Stamp)

Authorised Vide Power of Attorney

No.....

Date.....

Proforma of Insurance Surety Bond towards Earnest Money Deposit

(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No.

Date.....

NOTE :

1. (*) The amount as specified in the Notice inviting Tender (NIT).
(**) This shall be the duration of Offer Validity Date.
(***) This shall be the latest date of opening of Techno-Commercial bids.
(#) Complete mailing address of the Head Office of the Insurer to be given.
(@) This date shall be expiry of claim period & may be kept 3-6 months beyond the validity date
2. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.
3. The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
4. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state (s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.
5. While getting the Insurance Surety Bond issued, Bidders are required to ensure compliance to the points mentioned in Form of Bank Guarantee/Insurance Surety Bond Verification Check List enclosed in this Section of Bidding Documents. Further, Bidders are required to fill up this Form and enclose the same with the Insurance Surety Bond.

Proforma of Insurance Surety Bond towards Security Deposit

(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No.....

Date.....

To,

**Bharat Heavy Electricals Limited,
Power Sector xxxxxxxxx Region,
xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx**

Dear Sirs,

In consideration, to **Bharat Heavy Electricals Limited** (Hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns), for having awarded, **M/s ... (Contractor's name) ...** having its Registered /Head Office at **...xxxxxxxxxx...** (Hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Letter of Award No. **...xxxxxxxxxx...** dated **...dd/mm/yyyy...** and the same having been unequivocally accepted by the contractor, valued at **Rs. ...xxxxxxxxxx... (Rupees ...xxxxxxxxxx... only)** and the Contractor having agreed to provide Security Deposit towards fulfilment of any obligations in terms of the provisions of the contract equivalent to **...% (percent)** of the said value of the Contract to the Employer amounting **Rs. ...xxxxxxxxxx... (Rupees ...xxxxxxxxxx... Only).**

We **...[Name & Address of the Insurer]...** having its Head Office at **...xxxxxxxxxx...** (hereinafter referred to as the 'Insurer', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all amount payable by the Contractor in terms of the agreement to provide Security Deposit, to the extent of **Rs ...xxxxxxxxxx... (Rupees ...xxxxxxxxxx... Only)** as aforesaid at any time up to **...dd/mm/yyyy... [#]** without any condition, demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Insurer shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or the Insurer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Insurer undertakes not to revoke this Insurance Surety Bond during its currency and or any period extended under the contract, without prior consent of the Employer and further agrees that the guarantee herein contained shall be enforceable till **...dd/mm/yyyy... [@]**.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Insurer under this Insurance Surety Bond, from time to time to extend the performance of the Contract by the Contractor for the purpose of which, the Insurer shall be liable to extend the validity of the present Insurance Surety Bond without any demur, condition, protest and the Insurer shall at no point in time have an option of revoking the same, The

Proforma of Insurance Surety Bond towards Security Deposit

(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No.....

Date.....

Employer shall have the fullest liberty, without affecting this Insurance Surety Bond, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Insurer shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Insurer.

The Insurer also agrees and undertakes that the Employer at its option shall be entitled to enforce this Insurance Surety Bond against the Insurer as a Surety, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

Notwithstanding anything contained herein above our liability under this Insurance Surety Bond is restricted to **Rs.xxxxxxxxxx... (Rupeesxxxxxxxxxx... Only)** and it shall remain in force up to and including **...dd/mm/yyyy... [#]** and shall be extended from time to time for such period, as may be desired by **M/s ...(Contractor's name)...** on whose behalf this Insurance Surety Bond has been given.

Dated this..... day of..... 20 at.....

WITNESS :

- | | |
|-------------------------|-----------------------------------|
| 1. | |
| (Signature) | (Signature) |
| | |
| (Name) | (Name) |
| | |
| (Official Address) | (Designation with Insurer Stamp) |
| | Authorised Vide Power of Attorney |
| | No..... |
| | Date..... |
| 2.(Signature) | |
|(Name) | |
|(Official Address) | |

Notes:

- 1) **# Validity date:** The validity of Insurance Surety Bond towards Security Deposit shall be till actual completion work (Contract period) + Guarantee Period + 3 months.
- 2) **@ Date of Expiry of Claim Period:** The Claim period may be kept 3 to 6 months beyond the validity date.
- 3) The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
- 4) The Employer shall be the Creditor, the Contractor shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
- 5) The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

BANK GUARANTEE FOR ADVANCE

Bank Guarantee No: Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of Bharat Heavy Electricals Limited¹ (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____ through its Unit at.....(name of the Unit) having awarded to..... (Name of the Vendor / Contractor / Supplier), with its registered office at _____ (hereinafter called "the Vendor/Contractor/Supplier" which expression shall include its successors and permitted assigns) a contract Ref

No.....datedvalued at Rs.....(Rupees -----)/FC.....(in words.....) for(hereinafter called the 'Contract')

AND WHEREAS the Employer has agreed to advance to the Vendor/Contractor/Supplier, a sum of Rs..... (Rupees..... only), equivalent to _____% of the said value of the Contract (hereinafter called "the said Advance"), upon the condition, that the said Advance shall be secured by a guarantee for Rs/ FC ----- (Rupees/ FC -----) from a Bank as hereinafter appearing.

We,, (hereinafter referred to as the Bank), having registered/Head office at and a branch at being the Guarantor under this Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer any sum or sums upto a maximum amount but not exceeding Rs/FC ----- (Rupees/FC -----) without any demur, merely on your first demand and without any reservation, protest and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor/Contractor/Supplier in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment hereunder and the Vendor/Contractor/supplier shall have no claim against us for making such payment.

We, theBank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

We>>>> Bank further agree that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Vendor/Contractor/Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Vendor/Contractor/Supplier and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Vendor/Contractor/Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Vendor/Contractor/Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Vendor/Contractor/Supplier and notwithstanding any security or other guarantee that the Employer may have in relation to the Vendor/Contractor/Supplier's liabilities.

This Guarantee shall remain in force upto and including..... and shall be extended from time to time on the request of the Employer for such period as may be desired by the Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Vendor/Contractor/Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms hereof. However, unless a demand or claim under this Guarantee is made on us in writing on or before the we shall be discharged from all liabilities under this Guarantee.

We, BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

This Bank Guarantee shall be governed, construed and interpreted in accordance with the laws of India.

Courts at shall alone have exclusive jurisdiction over any matter arising out of or in connection with this Bank Guarantee

Notwithstanding anything to the contrary contained hereinabove:

- The liability of the Bank under this Guarantee shall not exceed.....
- This Guarantee shall be valid up to
- Unless the Bank is served a written claim or demand on or before _____ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank

We, _____ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of
(Name of the Bank)

Date.....

Place of Issue.....

¹ NAME AND ADDRESS OF THE EMPLOYER. i.e Bharat Heavy Electricals Limited

² NAME AND ADDRESS OF VENDOR /CONTRACTOR / SUPPLIER

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ CONTRACT VALUE AND PROJECT/SUPPLY DETAILS

⁵ BG AMOUNT IN FIGURES AND WORDS

⁶ VALIDITY DATE

⁷ DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.

2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.
3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Deptt.
4. In exceptional circumstances where advance payment is to be made to a vendor and the Unit has contractually agreed with the Contractor/ Vendor for periodic reduction in Advance Bank Guarantee, if required the following clause may be added in the BG Text-

"The liability under this Guarantee shall stand reduced proportionally on periodic basis, in accordance with the value of effected shipment/dispatches/services completed on written confirmation by BHEL."

5. **In Case of Bank Guarantees submitted by Foreign Vendors-**

- a. **From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
- b. **From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**
 - b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter-Guarantee by Foreign Bank in favour of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter-Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
 - b.2 **In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank** (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.
 - b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). The BG Format provided to them should clearly specify the same.



GUIDELINES FOR REVERSE AUCTION - 2024

(AA:SSP:RA:00 dated 05.12.2024)

ABRIDGED VERSION

BHEL, New Delhi

Guidelines for Reverse Auction – 2024

Doc. No. AA:SSP:RA:00
Dated: 05.12.2024

1.0 Scope

This document describes the guidelines to be followed by BHEL for conducting Reverse Auction (RA) for procurement of material/ works/ services. The RA shall follow the philosophy of English Reverse (No ties).

English Reverse (No ties) is a type of auction where the starting price and bid decrement are announced before start of online reverse auction. The interested bidders can thereupon start bidding in an iterative process wherein the lowest bidder at any given moment can be displaced by an even lower bid of a competing bidder, within a given time frame. The bidding is with reference to the current lowest bid in the reverse auction. All bidders will see the current lowest quoted price and their rank. The term 'No ties' is used since more than one bidder cannot give an identical price, at a given instant, during the reverse auction. In other words, there shall never be a tie in the bids.

3.0 Upfront declaration in NIT

Decision to go for RA would be taken before floating of the tender. In case it is decided to go for RA, same shall be declared upfront in NIT by inserting the following **clause**:

"BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno-commercially qualified bidders.

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

6.0 Business rules for RA

Model Annexure-I is attached.

7.0 Role of Service Provider

- (1) Acknowledge the receipt of mandate from BHEL.
- (2) Contact the bidders, provide business rules and train them, as required.
- (3) Get the process compliance form (annexure III) signed by all the

Guidelines for Reverse Auction – 2024

Doc. No. AA:SSP:RA:00
Dated: 05.12.2024

- participating bidders before RA event.
- (4) Conduct the event as per the contract and business rules.
- (5) Submit the Login Reports, Results, History sheet and authorized final bid from the bidders.
- (6) To obtain price breakup from successful bidder and submit the same to BHEL.

10.0 Reverse Auction Process

- 10.1. Reverse Auction will be conducted if two or more bidders are techno-commercially qualified.
- 10.2. Wherever RA is opted in a tender, the techno-commercially qualified H1 will not be allowed to participate in RA. In case more than one H1 bidder quote the same rate, the Price Offer received last, as per the time log of the Portal, shall be removed first, on the principle of last in, first out by the system.
- 10.3. However, H1 will be allowed to participate in RA in the following cases:
 - a) If number of techno-commercially qualified bidders are only 2 or 3.
 - b) In case Primary product of only one OEM is left in contention for participation in RA on elimination of H1.
 - c) For cases where there are more than 3 techno-commercially qualified bidders, if lowest bidder in sealed price bid is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE lowest bidder.
 - d) For cases where there are more than 3 techno-commercially qualified bidders, if lowest bidder in sealed price bid is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII lowest bidder.
- 10.4. Only those bidders who submit the online sealed bid within the scheduled time shall be eligible to participate further in the RA process.
- 10.7. During RA, all bidders will see their rank and current L1 price on the screen. Once the RA is done, the ranking status would be based on the last quoted price of the bidder(s) irrespective of the quote received in RA or sealed price bid.

Guidelines for Reverse Auction – 2024

Doc. No. AA:SSP:RA:00
Dated: 05.12.2024

- 10.8 No bidder shall be allowed to lower its bid below the current L1 by more than 5 decrements at one go.

13.0 Others

- 13.2 In case of enquiry through e-Procurement, the sealed electronic price bid (e-bid) is to be treated as sealed price bid.
- 13.3 BHEL will inform bidders the details of service provider who will provide business rules, all necessary training and assistance before commencement of online bidding.
- 13.4 Bidders will be advised to read the 'Business Rules' indicating details of RA event carefully, before reverse auction event.

---XXX---

ABRIDGED VERSION

Guidelines for Reverse Auction – 2024

Doc. No. AA:SSP:RA:00
Dated: 05.12.2024

Business Rules for Reverse Auction

Annexure – I

This has reference to tender no **{tender number....date...}**. BHEL shall finalise the Rates for the supply of **{item name}** through Reverse Auction mode. BHEL has made arrangement with M/s. **{Service provider}**, who shall be BHEL's authorized service provider for the same. Bidders should go through the instructions given below and submit acceptance of the same.

The technical & commercial terms are as per (a) BHEL Tender Enq. No. {...} dated {...}, (b) Bidders' technical & commercial bid (in case of two part bid) and (c) subsequent correspondences between BHEL and the bidders, if any.

1. Procedure of Reverse Auctioning

- i. Price bids of all techno-commercially qualified bidders shall be opened.
- ii. **Reverse Auction:** The 'bid decrement' will be decided by BHEL.
- iii. The lowest bidder in sealed price bid shall be shown as current L1 automatically by the system and no acceptance of that price is required. System shall have the provision to indicate this bid as current L1.
- iv. Bidders by offering a minimum bid decrement or the multiples thereof can displace a standing lowest bid and become "L1" and this continues as an iterative process. However, no bidder shall be allowed to lower its bid below the current L1 by more than 5 decrements at one go.
- v. After the completion of the reverse auction, the Closing Price shall be available for further processing.
- vi. Wherever the evaluation is done on total cost basis, after Reverse Auction, prices of individual line items shall be reduced on pro-rata basis.

2. Schedule for reverse auction: The Reverse Auction is tentatively scheduled on **{date}**: **{start time}**: **{Close Time}**: **}**.

3. Auction extension time: If a bidder places a bid in the last {...} minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another {...} minutes,

Guidelines for Reverse Auction – 2024

Doc. No. AA:SSP:RA:00
Dated: 05.12.2024

Business Rules for Reverse Auction

Annexure – I

for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. Please note that the auto-extension will take place only if a bid comes in those last {...} minutes and if that bid gets accepted as the lowest bid. If the bid does not get accepted as the lowest bid, the auto-extension will not take place even if that bid might have come in the last {...} minutes. In case, there is no bid in the last {...} minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.

The above process will continue till completion of Reverse Auction.

Complaints/ Grievances, if any, regarding denial of service or any related issue should be given in writing thru e-mail/ fax to M/s. {Service provider} with a copy to BHEL within 15 minutes prior to initial closing time of Reverse Auction.

4. **Bid price:** The Bidder has to quote the {...} Price inclusive of Packing & Forwarding charges, all the routine & type tests as per tender scope, taxes, duties, freight and insurance as specified in tender document, including loading (if indicated by BHEL due to deviations in technical/ commercial terms) for the Items specified. Details are as shown in Excel Sheet for calculation of total cost to BHEL (To be specified by Unit as per NIT conditions).
5. **Bidding currency and unit of measurement:** Bidding will be conducted in Indian Rupees per Unit of the material as per the specifications {...}

In case of foreign currency bids, exchange rate (TT selling rate of State Bank of India) as on scheduled date of tender opening (Part-I bid) shall be considered for conversion in Indian Rupees. If the relevant day happens to be a Bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken.

6. **Validity of bids:** Price shall be valid for {... days} from the date of reverse auction. These shall not be subjected to any change whatsoever.

Guidelines for Reverse Auction – 2024

Doc. No. AA:SSP:RA:00
Dated: 05.12.2024

Business Rules for Reverse Auction

Annexure – I

7. **Lowest bid of a bidder:** In case the bidder submits more than one bid, the lowest bid at the end of Reverse Auction will be considered as the bidder's final offer to execute the work.
8. Unique user IDs shall be used by bidders during bidding process. All bids made from the Login ID given to the bidders will be deemed to have been made by the bidders/ bidders' company.
9. **Post auction procedure:** BHEL will proceed with the Lowest Bid in the Reverse Auction for further processing.
10. Any commercial/ technical loading shall be separately intimated to respective bidders prior to RA. The excel sheet provided in this regard shall cover all these aspects. Commercial/ technical loading if any, shall be added by the respective bidder in its price during Reverse Auction. Modalities of loading & de-loading shall be separately intimated to the bidders. The responsibility for correctness of total cost to BHEL shall lie with the bidders.
11. Reverse auction shall be conducted by BHEL (through M/s {Service Provider}), on pre-specified date, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

During the RA process if a bidder is not able to bid and requests for extension of time by FAX/ email/ phone then time extension of additional 15 minutes will be given by the service provider provided such requests come before 5 minutes of auction closing time. However, only one such request per bidder can be entertained.

In order to ward-off contingent situation of connectivity failure bidders are requested to make all the necessary arrangements/ alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse auction cannot be the cause for not participating in the reverse auction. On account of this, the time for the auction cannot be extended and neither BHEL nor M/s. {Service provider} is responsible for such eventualities.

Guidelines for Reverse Auction – 2024

Doc. No. AA:SSP:RA:00
Dated: 05.12.2024

Business Rules for Reverse Auction

Annexure – I

12. Proxy bids: Proxy bidding feature is a pro-bidder feature to safe guard the bidder's interest of any internet failure or to avoid last minute rush. The proxy feature allows bidders to place an automated bid in the system directly in an auction and bid without having to enter a new amount each time a competing bidder submits a new offer. The bid amount that a bidder enters is the minimum that the bidder is willing to offer. Here the software bids on behalf of the bidder. This obviates the need for the bidder participating in the bidding process until the proxy bid amount is decrementally reached by other bidders. When proxy bid amount is reached, the bidder (who has submitted the proxy bid) has an option to start participating in the bidding process.

The proxy amount is the minimum amount that the bidder is willing to offer. During the course of bidding, the bidder cannot delete or change the amount of a proxy bid.

Bids are submitted in decrements (decreasing bid amounts). The application automates proxy bidding by processing proxy bids automatically, according to the decrement that the auction originator originally established when creating the auction, submitting offers to the next bid decrement each time a competing bidder bids, regardless of the fact whether the competing bids are submitted as proxy or standard bids. However, it may please be noted that if a manual bid and proxy bid are submitted at the same instant manual bid will be recognized as the L1 at that instant.

In case of more than one proxy bid, the system shall bid till it crosses the threshold value of 'each lowest proxy bid' and thereafter allow the competition to decide the final L1 price.

Proxy bids are fed into the system directly by the respective bidders. As such this information is privy only to the respective bidder(s).

13. Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, quantity being auctioned, tender value being auctioned etc from M/s {Service provider}.
14. M/s. {Service provider}, shall arrange to demonstrate/ train the bidder or bidder's nominated person(s), without any cost to bidders. M/s. {Service provider}, shall also explain the bidders, all the business rules related to the

Guidelines for Reverse Auction – 2024

Doc. No. AA:SSP:RA:00
Dated: 05.12.2024

Business Rules for Reverse Auction

Annexure – I

Reverse Auction. Bidders are required to submit their acceptance to the terms/ conditions/ modalities before participating in the Reverse Auction in the process compliance form as enclosed. Without this, the bidder will not be eligible to participate in the event.

15. Successful bidder shall be required to submit the final prices (L1) in prescribed format (Annexure – VI) for price breakup, quoted during the Reverse Auction, duly signed and stamped as token of acceptance without any new condition (other than those already agreed to before start of auction), after the completion of auction to M/s. {Service provider} besides BHEL within two working days of Auction without fail.
16. Any variation between the final bid value and that in the confirmatory signed price breakup document will be considered as tampering the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings (as available on www.bhel.com).
17. Bidders' bid will be taken as an offer to execute the work/ supplies the item as per enquiry no. {...} dt. {...}. Bids once made by the bidder, cannot be cancelled/ withdrawn and bidder shall be bound to execute the work as mentioned above at bidder's final bid price. Should bidder back out and not execute the contract as per the rates quoted, BHEL shall take action as per extant guidelines for suspension of business dealings (as available on www.bhel.com).
18. Bidders shall be able to view the following on their screen along with the necessary fields during Reverse Auction:
 - a. Leading (Running Lowest) Bid in the Auction (only total price of package)
 - b. Bid Placed by the bidder
 - c. Start Price
 - d. Decrement value
 - e. Rank of their own bid during bidding as well as at the close of auction.
19. BHEL's decision on award of contract shall be final and binding on all the Bidders.
20. BHEL reserves the right to extend, reschedule or cancel the Reverse Auction process at any time, before ordering, without assigning any reason, with

Guidelines for Reverse Auction – 2024

Doc. No. AA:SSP:RA:00
Dated: 05.12.2024

Business Rules for Reverse Auction

Annexure – I

intimation to bidders.

21. BHEL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of BHEL shall be binding on the bidders.
22. Other terms and conditions shall be as per bidder's techno-commercial offers and other correspondences, if any, till date.
23. If there is any clash between this business document and the FAQ available, if any, in the website of M/s. {Service provider}, the terms & conditions given in this business document will supersede the information contained in the FAQs. Any changes made by BHEL/ service provider (due to unforeseen contingencies) after the first posting shall be deemed to have been accepted if the bidder continues to access the portal after that time.
24. Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines for suspension of business dealings (as available on www.bhel.com), shall be initiated by BHEL.