

E-TENDER SPECIFICATION

E-Tender Specification no.

BHE/PW/PUR/NTPRT-MMS/2863

FOR

MATERIAL HANDLING AND MANAGEMENT WORK INVOLVING RECEIPT, UNLOADING, VERIFYING, SHIFTING, STACKING, PRESERVATION, HANDLING AND HANDING OVER OF COMPONENTS SUPPLIED BY THE VARIOUS BHEL MANUFACTURING UNITS AND FABRICATED STRUCTURES SUPPLY AND PROVIDING SERVICES FOR MATERIALS MANAGEMENT AT 3X 800 MW PVUNL STPP PATRATU, Distt.-RAMGARH RANCHI, JHARKHAND.

VOLUME I – TECHNICAL BID

THIS TENDER SPECIFICATION CONSISTS OF:

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



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

CONTENTS		
Volume No	Description	Hosted in website www.bhel.com (Briefly) and detailed in BHEL e-Procurement Portal as files titled
NIL	Tender Specification Issue Details	(Part of <u>Vol-I-A-2863</u>)
NIL	Notice Inviting Tender	(Part of <u>Vol-I-A-2863</u>)
I-A	Technical Conditions of Contract	Vol-I-A-2863
I-B	Special Conditions of Contract	(Part of Vol-I-BCD-2863)
I-C	General Conditions of Contract	(Part of Vol-I-BCD-2863)
I-D	Forms & Procedures	(Part of Vol-I-BCD-2863)
I-E	Technical Annexure	Vol-I-E-2863
II	Price Bid Specification as specified in E-Procurement Portal	Volume-II-PRICE-BID-2863

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EARNEST MONEY DEPOSIT: Refer Notice Inviting Tender

LAST DATE FOR TENDER SUBMISSION Refer Notice Inviting Tender

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

M/s.

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PLEASE NOTE:
THESE TENDER SPECS DOCUMENTS ARE NOT TRANSFERABLE.

For Bharat Heavy Electricals Limited

GM (Purchase)

Place: Nagpur

Date:

2863

NOTICE INVITING TENDER

Bharat Heavy Electricals Limited



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Date: 28/09/2023

NOTICE INVITING TENDER (NIT)

NOTE: BIDDER MAY DOWNLOAD FROM WEB SITES

To,

Dear Sir/Madam,

Sub : **NOTICE INVITING E-TENDER**

Sealed offers in two part bid system (National competitive bidding (NCB) or International Competitive Bidding (ICB) are invited from reputed & experienced bidders (meeting PRE QUALIFICATION CRITERIA as mentioned in Annexure-1) through E-Procurement Portal <https://eprocurebhel.co.in> only, for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Following points relevant to the tender may please be noted and complied with.

1.0 Salient Features of NIT

S No.	ISSUE	DESCRIPTION
i	TENDER NUMBER	BHE/PW/PUR/NTPRT-MMS/2863
ii	Broad Scope of job	MATERIAL HANDLING AND MANAGEMENT WORK INVOLVING RECEIPT, UNLOADING, VERIFYING, SHIFTING, STACKING, PRESERVATION, HANDLING AND HANDING OVER OF COMPONENTS SUPPLIED BY THE VARIOUS BHEL MANUFACTURING UNITS AND FABRICATED STRUCTURES SUPPLY AND PROVIDING SERVICES FOR MATERIALS MANAGEMENT AT 3X 800 MW PVUNL STPP PATRATU, Distt.-RAMGARH RANCHI, JHARKHAND
iii	DETAILS OF TENDER DOCUMENT	
A	Volume-IA	Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc.
B	Volume-IB	Special Conditions of Contract (SCC)
C	Volume-IC	General Conditions of Contract (GCC)
D	Volume-ID	Forms and Procedures
E	Volume-IE	Additional Annexure
F	Volume-II	Price Schedule (Absolute value).
iv	Issue of Tender Documents	Tender documents will be available for downloading from BHEL website (www.bhel.com) or e-procurement portal (https://eprocurebhel.co.in) as per schedule below: Start: 28/09/2023, Time :18:00 Hrs Closes: 05/10/2023, Time: 13:00 Hrs Brief information of the tenders shall also be available at central public procurement portal. (https://eprocure.gov.in/epublish/app)

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S No.	ISSUE	DESCRIPTION	
v	DUE DATE & TIME OF OFFER SUBMISSION	<p>Date: 05/10/2023, Time :13:00 Hrs</p> <p>The bidder should submit their offer online only in e-Procurement portal at https://eprocurebhel.co.in</p> <p><u>Bidders are requested to upload their offer well in advance in order to avoid last minute congestion at this website.</u></p> <p>Hard copy bid or bids through E-mail / fax shall not be accepted.</p>	Applicable
vi	OPENING OF TENDER (Techno-Commercial Bid)	<p>Date: 05/10/2023, Time: 17:00 Hrs</p> <p>Notes:</p> <p>(1) In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day.</p> <p>(2) Bidder may depute representative to witness the opening of tender. For e-Tender, Bidder may witness the opening of tender through e-Procurement portal only.</p>	Applicable
vii	EMD AMOUNT	<p>Rs 3,00,000/- (Rupees Three Lakh Only)</p> <p>Important Note: Bidders kindly to take note that EMD (Earnest Money Deposit) shall be furnished by MSE bidders as well, as per the amount and procedure indicated in the NIT/GCC..</p>	Applicable
viii	COST OF TENDER	NIL	Not Applicable
ix	LAST DATE FOR SEEKING CLARIFICATION	<p>One day before due date of offer submission.</p> <p>Along with soft version also, addressing to undersigned & to others as per contact address given below:</p> <p>1) Name: Tapish Kumar Designation: Manager Deptt: Purchase Address: Floor no. 5 & 6, Shree Mohini Complex, 345 Kingsway, Nagpur-440001 Mobile-9010903666 Email :tapishkhandelwal@bhel.in</p> <p>2) Mr. Kamlesh Kumar Designation: DGM Deptt: Purchase Address: Floor no. 5 & 6, Shree Mohini Complex, 345 Kingsway, Nagpur-440001 Email: kamleshbhel@bhel.in Mob: 9425554615</p> <p>3) Name: R. M. Malhotra</p>	Applicable

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S No.	ISSUE	DESCRIPTION	
		Designation: GM Deptt: Purchase Address: Floor no. 5 & 6, Shree Mohini Complex, 345 Kingsway, Nagpur-440001 Email : rmalhotra@bhel.in	
x	SCHEDULE OF Pre Bid Discussion (PBD)	---	Not Applicable
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)		Not Applicable
xii	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com -->Tender Notifications →View Corrigendum), Central Public Procurement portal (https://eprocure.gov.in/epublish/app) & on e-tender portal https://eprocurebhel.co.in and not in the newspapers. Bidders to keep themselves updated with all such information.	

2.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly signed digitally using Class III DSC & uploaded in E-Procurement Portal, as part of offer. **Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form in the techno-commercial offer other than the Price Bid, shall not be entertained.**

3.0 Not Used

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

For Electronic Fund Transfer the details are as below:-

NAME OF THE BENEFICIARY	BHARAT HEAVY ELECTRICALS LTD
ADDRESS OF THE COMPANY	5th Floor, SHREE MOHINI COMPLEX 345, KINGSWAY,NAGPUR
NAME OF BANK	STATE BANK OF INDIA
NAME OF BANK BRANCH AND BRANCH CODE	SBI,NAGPUR MAIN BRANCH ,CODE-00432
CITY	NAGPUR
ACCOUNT NUMBER	40227423158
ACCOUNT TYPE	MC-C C Clean (C&I)
IFSC CODE OF THE BENEFICIARY BANK BRANCH	SBIN0000432
MICR CODE OF THE BANK BRANCH	440002002

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

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

5.0 Procedure for Submission of Tenders:

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

Documents Comprising the e-Tender

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

a. Technical Tender (UN priced Tender)

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

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

b. Price Bid:

- i. Prices are to be quoted in the attached Price Bid format online on e-tender portal.
- ii. The price should be quoted for the accounting unit indicated in the e-tender document.

Note:

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

DO NOT'S

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

Digital Signing of e-Tender

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

The Requirement:

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

BHEL has finalized the e-procurement service Provider:-

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

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

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

0120-4001 002

0120-4200 462

0120-4001 005

0120-6277 787

1. Peter Raj, NIC, Ph: 9942069052

Email Support: support-eproc@nic.in

Other details/update yourself from : <https://eprocurebhel.co.in>

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

The contact details of the DSC certifying authority:-

please refer <http://www.mca.gov.in/> → MCA SERVICES → DSC SERVICES

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

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

- ~~PART I consisting of 'PART I-A (Techno Commercial Bid)' & 'PART I-B (EMD)' in two separate sealed and superscribed envelopes (ENVELOPE-I & ENVELOPE-II)~~
- ~~PART-II (Price Bid) – in sealed and superscribed envelope (ENVELOPE-III)~~

One set of tender documents shall be retained by the bidder for their reference

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

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

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	PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING:-	
i. —	Covering letter/Offer forwarding letter of Tenderer.	
ii. —	Duly filled in 'No Deviation Certificate' as per prescribed format to be placed after document under sl no (i) above. Note: a. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be placed after document under sl no (i) above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained. b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding. i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender	
iii. —	Supporting documents/ annexure/ schedules/ drawing etc. as required in line with Pre-Qualification criteria. It shall be specifically noted that all documents as per above shall be indexed properly and credential certificates issued by clients shall distinctly bear the name of organization, contact ph. no, FAX no, etc.	
iv. —	All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc. pertinent to this NIT.	
v. —	Integrity Pact Agreement (Duly signed by the authorized signatory)	If applicable
vi. —	Duly filled-in annexures, formats etc. as required under this Tender Specification/NIT	
vii. —	Notice inviting Tender (NIT)	
viii. —	Volume I A : Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc.	
ix. —	Volume I B : Special Conditions of Contract (SCC)	
x. —	Volume I C : General Conditions of Contract (GCC)	
xi. —	Volume I D : Forms & Procedures	
xii. —	Volume II (UNPRICED — without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item	
xiii. —	Any other details preferred by bidder with proper indexing.	

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

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

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

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

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

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

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

9.0 Assessment of Capacity of Bidders:

Bidder's capacity for executing the job under tender shall be assessed based on its 'LOAD and PERFORMANCE' and 'AVERAGE ANNUAL TURNOVER', as per the following:

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

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

Total number of Packages in hand = Load (P)

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

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

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

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

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

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

$$= \frac{\text{Aggregate of Performance scores for all similar packages in all the Regions}}{\text{Aggregate of months for each of the similar packages for which performance}}$$

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should have been evaluated in all the Regions

$$= \frac{S_T}{T_T}$$

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

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

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

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

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

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

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

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

Sl. no.	Overall Performance Rating (R_{BHEL})	Corresponding Value of 'L'
1	=60	NA
2	> 60 and \leq 65	0.5
3	> 65 and \leq 70	0.45
4	> 70 and \leq 75	0.4
5	> 75 and \leq 80	0.375
6	> 80 and < 90	0.35
7	\geq 90	0.33

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

III. i) 'Assessment of Capacity based on 'LOAD and PERFORMANCE':

- a) 'Assessment of Capacity of Bidder' is based on the Maximum number of packages for which a vendor is eligible, considering the performance scores of similar packages, as below:
Max number of packages $P_{Max} = (R_{BHEL} - 60)$ divided by corresponding value of 'L', i.e. $(R_{BHEL} - 60)/L$

Note:

- i). In case the value of P_{Max} results in a fraction, the value of P_{Max} is to be rounded off to next whole number
- ii). For $R_{BHEL} = 60$, $P_{Max} = '1'$

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

- b) In addition to above, in case contractor fails to score 5 or more than 5 (five) marks in the scaled down scores of HSEPES for "3 or more than 3 months in a period of 6 months preceding and including the cut-off month in any single package", the contractor shall be considered disqualified for ongoing tender(s) of BHEL. Qualification of bidder for further tendering process shall be subject to qualifying this condition in addition to qualifying requirements mentioned in PQR. Bidders who did not qualify this condition shall not be considered under the provisions of clause 9 IV (iv) of NIT.

ii) Assessment of Capacity based on 'AVERAGE ANNUAL TURNOVER':

If the 'value of contracts in hand' across all PS Regions by a contractor is less than the product of "annual average turnover of the Contractor and multiplying factor", then such bidder shall be considered qualified on 'Annual Average Turnover basis'. The 'value of contracts in hand' will be computed by summing up "50% of the annualized awarded value of each contract" unless performance evaluation is not closed in the online CPES.

Based on the performance rating of the Contractor, the above mentioned multiplying factor shall be as below:

Sl. no.	Overall Performance Rating (R_{BHEL})	(Multiplying factor to Average Annual Turnover)
1	≥ 60 and ≤ 70	1
2	> 70 and ≤ 80	2
3	> 80	3

'Assessment of Capacity of Bidder':

The bidder will be considered qualified for the tender if it qualifies on 'Load and Performance basis' as well as on 'Average Annual Turnover basis'.

However, 'New Vendor' / 'Consortium Partner' shall be considered qualified based on only 'Load and Performance' (they will be regarded pre-qualified on 'Average Annual Turnover' criteria).

IV. Explanatory note:

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

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ii). Identified Packages (Unit wise)

Table-1

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

iii). Bidders who have not been evaluated for at least six package months in the last 24 months preceding and including the Cut-off month in the online BHEL system for contractor performance evaluation in BHEL PS Regions, shall be considered “NEW VENDOR”.

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

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

The “FIRST TIMER” tag shall remain till completion of all the contracts against which vendor has been tagged as First Timer or availability of 6 evaluation scores within last 24 months

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preceding and including the Cut-off month in the online BHEL system for contractor performance evaluation in BHEL PS Regions.

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

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

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

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

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

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

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

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

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

vii). Performance Evaluation for Activity Month shall be completed in Evaluation Month (i.e. month next to Activity Month) or in rare cases in Post Evaluation Month (i.e. month next to Evaluation Month) after approval from Competent Authority. In case scores are not acceptable, Contractor can submit Review Request to GM Site/ GM Project latest by 27th of Evaluation Month or 5 days after approval of score, whichever is later. However, acceptance/rejection of 'Review Request' solely depends on the discretion of GM Site/GM Project. After acceptance of Review Request, evaluation score shall be reviewed at site and the score after completion of review process shall be acceptable and binding on the contractor.

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

a. **Short hold:** Evaluation shall not be applicable for this period, however, Loading will be considered.

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

ix). Performance evaluation as specified above in this clause is applicable to Prime bidder and Consortium partner (or Technical tie up partner) for their respective scope of work

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

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

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

13.0 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc. or requirements of different codes/standards specified, the same to

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be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer, else BHEL's interpretation shall prevail.

14.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.

15.0 Void

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

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

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

19.0 **Reverse Auction:** "BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) (<https://www.bhel.com/guidelines-reverse-auction-2021>) for this tender. RA shall be conducted among the techno-commercially qualified bidders.

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

Note:-

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

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

21.0 In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.

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

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

- 23.1 Prime Bidder and Consortium Partner or partners are required to enter into a consortium agreement for the said contract with a validity period of six months initially. In case bidder becomes L1, Consortium Agreement valid till contractual completion period shall be submitted to BHEL before

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- signing the contract. Consortium Agreement shall be kept valid till scope of work awarded to consortium partner(s) as per contract is completed.
- 23.2 'Standalone' bidder cannot become a **'Prime Bidder' or a 'Consortium bidder' or 'Technical Tie up bidder' in a consortium (or Technical Tie up) bidding**. Prime bidder shall neither be a consortium partner to other prime bidder nor take any other consortium partners. However, consortium partner may enter into consortium agreement with other prime bidders. In case of non-compliance, consortium bids of such Prime bidders will be rejected.
- 23.3 Number of partners for a Consortium Bidding (or Technical Tie up) including Prime Bidder shall be NOT more than 3 (three).
- 23.4 Prime Bidder shall be as specified in the Pre-Qualification Requirement, else the bidder who has the major share of work.
- 23.5 In order to be qualified for the tender, Prime Bidder and Consortium partner or partners shall satisfy (i) the Technical 'Pre Qualifying Requirements' specified for the respective package, (ii) "Assessment of Capacity of Bidder" as specified in clause 9.0.
- 23.6 Prime Bidder shall comply with additional 'Technical' criteria of PQR as defined in 'Explanatory Notes for the PQR'.
- 23.7 Prime Bidder shall comply with all other Pre Qualifying criteria for the Tender unless otherwise specified
- 23.8 In case customer approval is required, then Prime Bidder and Consortium Partner or partners shall have to be individually approved by Customer for being considered for the tender.
- 23.9 Prime Bidder shall be responsible for the overall execution of the contract.
- 23.10 In case of award of job, Performance shall be evaluated for Prime Bidder and Consortium Partner or partners for their respective scope of work(s) as per prescribed formats.
- 23.11 In case the Consortium partner or partners back out, their SDs shall be encashed by BHEL and BHEL shall take necessary action as per extant guidelines. In such a case, other consortium partner or partners meeting the PQR have to be engaged by the Prime Bidder, and if not, the respective work will be withdrawn and executed on risk and cost basis of the Prime Bidder. The new consortium partner or partners shall submit fresh SDs as applicable.
- 23.12 In case Prime Bidder withdraws or insolvency / liquidation / winding up proceedings have been initiated / admitted against the Prime Bidder, BHEL reserves the right to cancel, terminate or short close the contract or take any other action to safeguard BHEL's interest in the Project / Contract. This action will be without prejudice to any other action that BHEL can take under Law and the Contract to safeguard interests of BHEL.
- 23.13 After execution of work, the work experience shall be assigned to the Prime Bidder and the consortium partner or partners for their respective scope of work. After successful execution of one work with a consortium partner under direct order of BHEL, the Prime Bidder shall be eligible for becoming a 'standalone' bidder for works similar to that for which consortium partner was engaged, for subsequent tenders.

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23.14 The consortium partner shall submit SD equivalent to 1% of the total contract value in addition to the SD to be submitted by the Prime Bidder for the total contract value. In case there are two consortium partners, then each partner shall submit SD equivalent to 0.5% of the total contract value in addition to the SD to be submitted by the Prime Bidder for the total contract value. However, Prime Bidder has also option for submission of SD on behalf of consortium partner (s).

SD submitted by Consortium Partner(s) may be released in case corresponding scope of work of the respective Consortium partner(s) has been completed upto the extent of 80% based on certification by Construction Manager and concurrence by the prime bidder.

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

24.0 The bidder shall submit/upload documents in support of possession of 'Qualifying Requirements' duly self-certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.

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

26.0 The consultant / firm (and any of its affiliates) shall not be eligible to participate in tender(s) for the related works or services for the same project, if they were engaged for the consultancy services.

27.0 Guidelines/rules in respect of Suspension of Business dealings, Vendor evaluation format, Quality, Safety & HSE guidelines, Experience Certificate, etc. may undergo change from time to time and the latest one shall be followed. The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/contractors' is available on www.bhel.com on "**supplier registration page**".

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

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

28.1.1 Commitment by BHEL:

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

28.1.2 Commitment by Bidder/ Supplier/ Contractor:

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

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

29.0 Micro and Small Enterprises (MSE)

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

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

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

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

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

31.0 PREFERENCE TO MAKE IN INDIA:

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

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

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of this Clause shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).

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- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Clause means:
-
- a. An entity incorporated established or registered in such a country; or
 - b. A subsidiary of an entity incorporated established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV. The beneficial owner for the purpose of (III) above will be as under:
1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
Explanation
 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person has ownership of or entitlement to more than fifteen percent of the property or capital or profits of the such association or body of individuals.
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
- Note:**
- (i) The bidder shall provide undertaking for their compliance to this Clause, in the Format provided in **Annexure-11**.
 - (ii) Registration of the bidder with Competent Authority should be valid at the time of submission as well as acceptance of the bids.

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

All overwriting/cutting, etc., will be numbered by bid opening officials and announced during bid opening.

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

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

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

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

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

35.0 Order of Precedence:

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

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

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

For BHARAT HEAVY ELECTRICALS LTD

(General Manager - Purchase)

Enclosure:

- 1.0 Annexure-1: Pre Qualifying Requirements.
- 2.0 Annexure-2: Check List.
- 3.0 ~~Annexure-3: Certificate by Chartered Accountant~~
- 4.0 Annexure-4: Reverse Auction Process Compliance Form
- 5.0 Annexure-5: Authorization of representative who will participate in the online Reverse Auction Process
- 6.0 Annexure-6: RA Price Confirmation and Breakup
- 7.0 ~~Annexure-7: Integrity Pact~~
- 8.0 Annexure-8: Undertaking as per PQR C4 of Annexure-1 i.e. PQR
- 9.0 Annexure-9: Declaration reg. Related Firms & their areas of Activities

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- 10.0 Annexure-10: Declaration regarding minimum local content
11.0 Annexure-11: Declaration regarding compliance to restrictions under rule 144 (xi) of GFR 2017
12.0 Annexure 12: Important information.

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ANNEXURE-1

PRE QUALIFYING CRITERIA

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JOB	MATERIAL HANDLING AND MANAGEMENT WORK INVOLVING RECEIPT, UNLOADING, VERIFYING, SHIFTING, STACKING, PRESERVATION, HANDLING AND HANDING OVER OF COMPONENTS SUPPLIED BY THE VARIOUS BHEL MANUFACTURING UNITS AND FABRICATED STRUCTURES SUPPLY AND PROVIDING SERVICES FOR MATERIALS MANAGEMENT AT 3X 800 MW PVUNL STPP PATRATU, Distt.-RAMGARH RANCHI, JHARKHAND		
S No	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Applicability	
A	Submission of Integrity Pact duly signed (if applicable) (Note: To be submitted by Prime Bidder & Consortium / Technical Tie up partner jointly in case Consortium bidding is permitted, otherwise by the sole bidder)	Not Applicable	
B	Bidder must have executed at least 5000 MT of Material Unloading in any industry	Applicable	
C-1	FINANCIAL TURNOVER Bidders must have achieved an average annual financial turnover (audited) of ₹ 45 Lakhs or more over last three Financial Years (FY) i.e. '2019-20, 2020-21 & 2021-22'.	Applicable	
C-2	NETWORTH (only in case of Companies) Net worth of the Bidder based on the latest Audited Accounts as furnished for 'C-1' above should be positive.	Applicable	
C-3	PROFIT Bidder must have earned profit in any one of the three Financial Years as applicable in the last three Financial Years as furnished for 'C-1' above.	Applicable	
C-4	Bidder must not be under Insolvency Resolution Process or Liquidation or Bankruptcy Code Proceedings (IBC) as on date, by NCLT or any adjudicating authority/authorities, which will render him ineligible for participation in this tender, and shall submit undertaking (Annexure-8) to this effect	Applicable	
D	Assessment of Capacity of Bidder to execute the work as per sl no 9 of NIT (if applicable) Applicable, The "Assessment of Capacity of Bidders" for this Tender shall be carried out by considering the identified packages i.e. " Material Management ".	Applicable	
E	Approval of Customer (if applicable)	Not Applicable	

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F	Price Bid Opening Note: Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria A to E		BY BHEL
G	Consortium tie-ups	Not Applicable	

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

Explanatory Notes for PQR -C (Financial):

C-1:

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

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

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

Net worth = Paid up share capital + Reserves

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

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

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

Common Explanatory Notes:

1. For evaluation of PQR, in case Bidder alone does not meet the pre-qualifying technical criteria B1 above, bidder may utilize the experience of its Parent/ Subsidiary Company along with its own experience, subject to following:
 - a. The parent company shall have a controlling stake of $\geq 50\%$ in the subsidiary company (as per Format-1).
 - b. The Parent Company/ Subsidiary Company of which experience is being utilized for bidding shall submit Security Deposit(SD) equivalent to 1% of the total contract value
 - c. The parent/ subsidiary company and bidder shall provide an undertaking that they are jointly or severally responsible for successful performance of the contract (as per Format-2).

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- d. In case Bidder is submitting bid as a Consortium Partner, option of utilizing experience of parent/subsidiary Company can be availed by Prime Bidder only.
- e. Parent Company/ Subsidiary Company of which experience is being used for bidding, cannot participate as a 'Standalone Bidder' or as a 'Consortium bidder'.
2. Completion date for achievement of the technical criteria specified in the 'B' above should be in the last 7 years ending on the 'latest date of Bid Submission' of Tender irrespective of date of the start of work. Completion date shall be reckoned from the " Financial Year quarter of bid submission". (for e.g. -Work completed on 01.01.2014 shall be considered even if latest date of bid submission is 20.03.2021).
3. "Executed" means the bidder should have achieved the technical criteria specified in the Common QR even if the Contract has not been completed or closed.
4. In case the Experience/PO/WO certificate enclosed by bidders do not have separate break up of prices for the E&C portion for Electrical and C&I works (i.e. the certificates enclosed are for composite order for supply and erection of Electrical and C&I and other works if any), then value of Erection & Commissioning for the Electrical and C&I portion shall be considered as 15% of the price for supply & erection of Electrical and C&I.
5. Following shall be complied with in case of consortium:
- a. The Prime Bidder and Consortium Partner(s) are required to enter in to a consortium agreement and certify to BHEL regarding existence and validity of their consortium agreement in line with validity period mentioned in NIT.
 - b. Prime Bidder and Consortium partners shall be approved by Customer for being considered for the tender (applicable if customer approval is required).
 - c. Number of partners including prime Bidder shall be NOT more than 3 (three).
 - d. Prime Bidder alone shall necessarily comply with "B1Technical Criteria" except for mechanical package where B1 criteria is not applicable.
 - e. Prime Bidder and Consortium Partner shall together comply with the 'Pre-Qualification Requirements' specified for the respective category of technical requirement as per "B2 technical criteria".
 - f. Prime Bidder shall comply with all other Pre Qualifying criteria for the Tender unless otherwise specified.
 - g. All other conditions shall be read in conjunction with clause no 23.0 of NIT.
 - h. Prime Bidder shall be the Bidder who has a major share of work.
 - i. Prime Bidder shall be responsible for the overall execution of the Contract.
 - j. Performance shall be evaluated for Prime Bidder and the Consortium partner for their respective scope of work.
 - k. In case the Consortium partner backs out, another consortium partner meeting the QRs, has to be engaged by Prime Bidder and if not, the respective work will be withdrawn and executed on risk and cost basis of the prime bidder.
 - l. In case Prime Bidder withdraws or insolvency / liquidation / winding up proceedings have been initiated / admitted against the Prime Bidder, BHEL reserves the right to cancel, terminate or short close the contract or take any other action to safeguard BHEL's interest in the Project / Contract. This action will be without prejudice to any other action that

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.....
BHEL can take under Law and the Contract to safeguard interests of BHEL

- m. After successful execution of one work with a consortium partner under direct orders of BHEL, the Prime Bidder shall be eligible for becoming a 'standalone' bidder for works similar to that for which consortium partner was engaged, for subsequent tenders.
- n. The Consortium partner shall submit SD equivalent to 1% of the total contract value in addition to the SD to be submitted by the Prime Bidder for the total contract value.

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

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

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ANNEXURE-2

CHECK LIST

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

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

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India
Website: www.bhel.com

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

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

DATE :

AUTHORISED SIGNATORY

(With Name, Designation and Company seal)

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ANNEXURE-3

Certificate by Chartered Accountant on letter head

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

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

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

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

~~(Strike off whichever is not applicable)~~

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

~~Or~~

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

~~Or~~

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

~~Date:~~

(Signature)

Name:

Membership Number:

Seal of the Chartered Accountant

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ANNEXURE-4

Reverse Auction Process Compliance Form

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

To

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

Sub: Agreement to the Process related Terms and Conditions

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the RFQ document for {Items} against BHEL enquiry/ RFQ no. { BHE/PW/PUR/NTPRT-MMS/2863 } dt. {.....}

This letter is to confirm that:

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

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

With regards

Signature with company seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

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

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ANNEXURE-5

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

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

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ANNEXURE-6

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

To

- M/s. Service provider
- Postal address

CC: M/s BHEL
BHEL-PSWR, 345, KINGSWAY, NAGPUR-440001

Sub: Final price quoted during Reverse Auction and price breakup

Dear Sir,

We confirm that we have quoted.

Rs.{__in value & in words__} for item(s) covered under tender enquiry No. {
BHE/PW/PUR/NTPRT-MMS/2863} dt.{...}

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

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

The price break-up is as given below.

Total

=====

- Rs. **in value & in words**

=====

Yours sincerely,

For _____

Name:

Company:

Date:

Seal:

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[ANNEXURE-7](#)

Not Applicable

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ANNEXURE-8

UNDERTAKING

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

To,
GM-PURCHASE
BHEL-PSWR, 345, KINGSWAY, NAGPUR-440001

Dear Sir/Madam,

Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS

Ref: NIT/Tender Specification No: BHE/PW/PUR/NTPRT-MMS/2863

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

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

Place:
Date:

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ANNEXURE-9

DECLARATION

Date: _____

To,
GM-PURCHASE
BHEL-PSWR, 345, KINGSWAY, NAGPUR-440001

Sub: Details of related firms and their area of activities

Dear Sir/ Madam,

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

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

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

Regards,
(_____)

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

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Annexure-10

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

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

To,
GM-PURCHASE
BHEL-PSWR, 345, KINGSWAY, NAGPUR-440001

Dear Sir,

Sub: Declaration reg. minimum local content in line with Public Procurement (Preference to Make in India), Order 2017-Revision, dated 04th June, 2020 and subsequent order(s).

Ref: 1) NIT/Tender Spec No: BHE/PW/PUR/NTPRT-MMS/2863
2) All other pertinent issues till date

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

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

- | | |
|----------|----------|
| 1. _____ | 2. _____ |
| 3. _____ | 4. _____ |

...
...
...

Thanking you,
Yours faithfully,

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

**** - Strike out whichever is not applicable.**

Note:

1. Bidders to note that above format Duly filled & signed by authorized signatory, shall be submitted along with the techno-commercial offer.
2. In case the bidder's quoted value is in excess of Rs. 10 crores, the authorized signatory for this declaration shall necessarily be the statutory auditor or cost auditor of the company (in the case of companies) or a practising cost accountant or practicing chartered accountant (in respect of suppliers other than companies).
3. In the event of false declaration, actions as per the above order and as per BHEL Guidelines shall be initiated against the bidder.

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ANNEXURE-11

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

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

To,
GM-PURCHASE
BHEL-PSWR, 345, KINGSWAY, NAGPUR-440001

Dear Sir,

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

Ref : 1) NIT/Tender Spec No: BHE/PW/PUR/NTPRT-MMS/2863PKG-B-U-5/2777,
2) All other pertinent issues till date

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. I certify that _____ *(specify the name of the organization here),*

- a. is not from such a country
- b. has been registered with the Competent Authority *(attach valid registration by the Competent Authority, i.e., the Registration Committee constituted by the Dept. for Promotion of Industry and Internal Trade (DPIIT));*

and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. *(attach relevant valid registration, if applicable)*

I hereby certify that we fulfill all requirements in this regard and is eligible to be considered.

Thanking you,
Yours faithfully,

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

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

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ANNEXURE-12

IMPORTANT INFORMATION

E -Tender for this work is invited by BHEL PSWR NAGPUR and offer shall be submitted through BHEL e-procurement portal only. All correspondences regarding this tender shall be through E-procurement portal.

Postal Address:

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

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

Manager Purchase, Email: tapishkhandelwal@bhel.in , Mob: 9010903666

DGM Purchase, Email: kamleshbhel@bhel.in

GM Purchase, Email: rmalhotra@bhel.in

1. Refer the abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' which is available at www.bhel.com on "supplier registration page" at the following link: https://www.bhel.com/sites/default/files/suspension_guidelines_abridged.pdf
2. ~~"Pradhan Mantri Kaushal Vikas Yojna: The contractor shall, at all stages of work deploy skilled/semi-skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute/Industrial Training Institute/ National Institute of Construction Management and Research (NICMAR), National Academy of Construction, CIDC or any similar reputed and recognized Institute managed/ certified by State/ Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/semi-skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer in Charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer in Charge. Failure on the part of contractor to obtain approval of Engineer in Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate of Rs.100 per such tradesman per day. Decision of Engineer in Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding".~~
3. All Statutory Requirements as applicable for this project shall be complied with.
4. BHEL Fraud Prevention Policy: "The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice."
5. The following clause is added under clause 1.10 Security Deposit in Vol-1C:

Clause No 1.10.8 of Vol-IC General Conditions of Contract: Timely Submission of Security Deposit for Execution of the contract: "Bidder agrees to submit Security Deposit required for execution of the contract within the time period mentioned. In case of delay in submission of Security Deposit, enhanced Security Deposit which would include interest (Base rate of SBI +6%) for the delayed period, shall be submitted by the bidder. Further, if Security Deposit is not submitted till such time the first bill becomes due, the amount

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.....
of Security Deposit due shall be recovered as per terms defined in NIT/contract, from the bills along with due interest."

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

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

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

8. Void

9. "Performance Guarantee for Workmanship" as per clause no 2.24 of Vol-IC GCC: No applicable for this tender.

10. Acceptance of Bank Guarantee (BG)

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

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

"Bank Guarantee issued by:

a. Any of the BHEL consortium bank listed below:

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

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

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

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

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11. Broad Terms & Conditions of Reverse Auction:

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

"BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) (<https://www.bhel.com/guidelines-reverse-auction-2021>) for this tender. RA shall be conducted among the techno-commercially qualified bidders.

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

Note:-

1. No benefits to MSE bidders w.r.t Reverse Auction Guidelines as available on www.bhel.com against works contract.
2. In case of enquiry through e-procurement the sealed electronic price bid (e-bid) is to be treated as sealed envelope price bid.
3. Reverse Auction will be conducted if two or more bidders are techno-commercially qualified. In case of two or three qualified bidders, there shall be no elimination of H1 bidder (whose quote is highest in sealed envelope price bid). **In case of four qualified bidders, the H1 bidder shall be eliminated whereas in case of five qualified bidders, H1 & H2 bidders shall be eliminated. However, in case of six or more qualified bidders are available, RA would be conducted amongst first 50% of the bidders arranged in the order of prices from lowest to highest.** Number of bidders eligible for participating in RA would be rounded off to next higher integer value if number of qualified bidders is odd (e.g. if 7 bids are qualified, then RA will be conducted amongst lowest four bidders). However, there will be no elimination of qualified bidders who are MSE or qualifying under PPP-MII, Order 2017, *provided their bids are within their respective margin of purchase preference {presently 15% for MSEs and 20% for PPP-MII, or as amended from time to time}.*

In case of multiple H1 bidders, all H1 bidders (except MSEs and bidders qualifying under PPP-MII, Order 2017, who are within the margin of purchase preference) shall be removed provided minimum two bidders remain in fray, else no H1 removal

12. **Bidders kindly to take note that EMD (Earnest Money Deposit) shall be furnished by MSE bidders as well, as per the amount and procedure indicated in the NIT/GCC.**
13. Bidder to strictly follow all the necessary guidelines issued by Customer, District Magistrate, State Government and Central government to control Pandemic/Epidemic outbreak. The related towards quarantine Centre/Medical expenses etc., if any, shall be in the bidder's scope
14. **PRICE VARIATION COMPENSATION Clause no. 2.17 of Vol-I-C-GCC :PVC shall be applicable However Clause 2.17.6 of GCC: PRICE VARIATION COMPENSATION is amended as below-**

Existing clause 2.17.6 of GCC : PRICE VARIATION COMPENSATION	Amended clause
Base date shall be calendar month of the 'last date	Base date shall be the calendar month of the

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of submission of Tender'.

start of work

15. PVC (Clause 2.17 of Vol IC GCC) and ORC (Clause no. 2.12 of Vol IC GCC) shall not be applicable for Section B of BOQ
16. Clause no. 2.14.1 (Variation in Final Executed Contract Value) of Vol IC GCC is being amended as below

Existing	Amended As
<p>Variation in Final Executed Contract Value The quantities given in the contract are tentative and may change to any extent (both in plus side and minus side). No compensation becomes payable in case the variation of the final executed contract value is within the limits of Minus (-) 15% of awarded contract value. Also, no compensation becomes payable in case the contract gets partially executed/ short closed/terminated/ work withdrawn under Rights of BHEL mentioned in Clause 2.7 of GCC. In case of work terminated / short closed under clause 2.7.4 of GCC, compensation may be considered only if BHEL receives compensation from customer. Compensation due to variation of final executed contract value in excess of the limits defined in clause above, shall be as follows: i) In case the finally executed contract value reduces below the lower limit of awarded Contract Value due to quantity variation specified above, the Contractor will be eligible for compensation @ 15% of the difference between the lower limit of the awarded contract value and the actual executed contract value. ii) In case the finally executed contract value increases above the awarded Contract Value due to quantity variation, the Contractor is not eligible for any compensation</p>	<p>Variation in Final Executed Contract Value The quantities given in the contract are tentative and may change to any extent (both in plus side and minus side). No compensation becomes payable in case the variation of the final executed contract value is within the limits of Minus (-) 30% of awarded contract value. Also, no compensation becomes payable in case the contract gets partially executed/ short closed/terminated/ work withdrawn under Rights of BHEL mentioned in Clause 2.7 of GCC. In case of work terminated / short closed under clause 2.7.4 of GCC, compensation may be considered only if BHEL receives compensation from customer. Compensation due to variation of final executed contract value in excess of the limits defined in clause above, shall be as follows: i) In case the finally executed contract value reduces below the lower limit of awarded Contract Value due to quantity variation specified above, the Contractor will be eligible for compensation @ 15% of the difference between the lower limit of the awarded contract value and the actual executed contract value. ii) In case the finally executed contract value increases above the awarded Contract Value due to quantity variation, the Contractor is not eligible for any compensation</p>

17. Existing contractor** (Who is executing Material Management Works at 3x800MW PVUNL Patratu Project, which included the tendered works) shall not be eligible to participate in this tender.

**

- i). In case Existing contractor/supplier is The Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor.
- ii). In case Existing contractor/supplier is The Partnership Firm, any firm comprising of same partners/ some of the same partners (but not including any new partner); or sole proprietorship firm owned by any partner(s) as a sole proprietor.

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18. Conflict of Interest among Bidders/ Agents:

"A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. ***The bidder found to have a conflict of interest shall be disqualified.*** A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

a) they have controlling partner (s) in common;

or

b) they receive or have received any direct or indirect subsidy/ financial stake from any of them;

or

c) they have the same legal representative/agent for purposes of this bid; **or**

d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder;

or

e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; **or**

f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:

1. The principal manufacturer directly or through one Indian agent on his behalf; **and**

2. Indian/foreign agent on behalf of only one principal;

or

g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; **or**

h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business."

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TECHNICAL CONDITIONS OF CONTRACT (TCC)

**BHARAT HEAVY ELECTRICALS
LIMITED**



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TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-I: Project Information

1. Project Information

Project Name: 3x800 MW Patratu Vidut Utpadan Nigam Ltd. (PVUNL) Patratu STPP The proposed site is located near Patratu town in Ramgarh district of Jharkhand.

The latitudes and longitudes of the site are as follows:

Main Plant & Township:

Corner name	Latitude	Longitude
Top Corner	23° 39 ' 00 " N	85° 17' 51.5" E
Bottom Corner	23° 38 ' 12.5 " N	85° 17' 27" E
Left Corner	23° 38 ' 22.5 " N	85° 17' 10.6 " E
Right Corner	23° 38 ' 40 " N	85° 17' 57 " E

Nearest Town : Patratu (3Km)
Nearest City : Ranchi (35Km)
Nearest Rly Station : Patratu (4Km)
Nearest Airport : Ranchi (45Km)
Nearest Seaport : Kolkata (424 Km)
The vicinity map of the project is shown below



TECHNICAL CONDITIONS OF CONTRACT (TCC)

CHAPTER-II: SCOPE OF WORKS AND TECHNICAL SPECIFICATIONS

2.0 BROAD SCOPE OF WORK

2.1 The Scope of work of this tender specification of Materials Handling & Material Management services for handling of the 50000 MT materials at 3X800 MW PVUNL PATRATU STPP Ramgarh Jharkhand, shall broadly as under:

2.1.1 Material handling and management work involving receipt, unloading, verifying, shifting, stacking, preservation, handling and handing over of components supplied by the various BHEL manufacturing units and fabricated structures supply and providing services for materials management **for 3x 800 MW PVUNL STPP AT PATRATU, distt.-Ramgarh Ranchi, Jharkhand.,**

2.1.2 The number of storage yard may be one or more. All the yards shall be divided in to many a locations and shall be marked visibly (Grid marking). Each location shall be identified by a display board which shall be visible from distant locations. All the materials and consumables required for this shall also be in the scope of the contractor. The contractor shall submit the yard layout – with grid positions marked- drawing to BHEL Engineer prior to commencement of first unloading.

2.1.3 It would be the responsibility of the contractor to keep in contact with the BHEL authorities at site to find out the arrival of the consignments. The lorry way bill / truck way bill for the consignments would be handed over to the contractor immediately on receipt.

2.1.4 The contractor shall examine the packages, consignments etc., on arrival and bring to the notice of Transport authorities and BHEL authorities regarding loss / damages, if any observed in the consignments proposed to be taken delivery of, before, taking delivery, particularly of consignments in lesser weight of the packages and any discrepancies shall be reported immediately to BHEL / Transport authorities. In case it becomes necessary to take open delivery from the authorities, contractor should make all arrangements for taking open deliveries. All expenses connected there with shall be to the account of the contractor. Any loss that occurs to BHEL on account this will be recovered from his progress bills.

2.14 Contractor shall examine all the shipment and notify BHEL Engineer immediately for the purpose of engineer's information. The contractor shall submit a report every week detailing in this regard.

2.15 In case of apparent damages / shortage to consignment / packing noticed by the contractor such cases shall be brought to the notice of BHEL and cleared only with BHEL's knowledge / approval.

2.16 Any discrepancy / shortage / damage found in the consignment after taking delivery from the carriers after giving clear receipt would be the responsibility of the contractor and the amount liable to be lost by BHEL on such amount is recoverable from the contractor.

2.17 Detailed verification of materials with reference to packing list / Loading advise slip / etc., after

TECHNICAL CONDITIONS OF CONTRACT (TCC)

CHAPTER-II: SCOPE OF WORKS AND TECHNICAL SPECIFICATIONS

unpacking of boxes & crates; repacking where called for, after detailed verification; preparation of receipt inspection reports etc. shall be carried out within the quoted rate within 30 days of the unloading. If the verification is not carried out within 30 days for reasons attributable to the contractor, then BHEL is having right to carry out the verification at the risk and cost of the contractor.

2.18 Consignment coming on Sundays and Holidays are also required to be handled by the contractor on the same day. Since the offices and godowns will probably remain closed on these days, it will be the responsibility of the contractor to contact the Site Engineer / his authorised representative at BHEL at their residence and obtain instructions.

2.19 Since the consignment are expected to arrive during any time of the day or night contractor shall have his workmen round-the-clock at site as well as other places as required to unload the materials. Contractor's quoted rate shall include all such contingencies.

2.20 All the materials shall be stored at minimum of 6" height above the ground level by the use of concrete or wooden sleepers or wooden logs. No material shall be allowed to remain on ground at any time. Materials shall not be stacked in low lying areas, where it is likely to get flooded during rain.

FOR STACKING THE MATERIALS ABOVE THE GROUND LEVEL, WOODEN / CONCRETE SLEEPERS, WOODEN LOGS, CONCRETE BLOCKS AND TARPAULINS ETC, WHEREVER DEEMED NECESSARY, WILL BE ARRANGED BY BHEL FREE OF COST AS DECIDED BY BHEL ENGINEER.

FOR UNLOADING THE MATERIALS, WOODEN SLEEPERS SHALL BE PROVIDED BY THE CONTRACTOR WITHOUT ADDITIONAL COST.

2.21 Stacking of the materials shall be done as per the instructions and to the satisfaction of BHEL Engineers. The materials shall be stacked so that it should facilitate easy handling during erection and also **enable traceability and "ready to lift" position in the stacked area for civil / mechanical / electrical / other contractors.** In case any negligence or improper stacking is noticed, it shall be the responsibility of the contractor to re-stack at his cost. Failure to do so may force BHEL to get the job done through other agencies and recover the same from the contractor.

2.22 Under the scope of this contract, it shall be the responsibility of the contractor to provide facilities to open the package in the presence of BHEL Engineers verifying the same, repacking wherever and whenever necessary properly stacking them as may be directed by BHEL so as to facilitate proper handling and verification.

2.23 The contractor shall execute the work in the most substantial and workmen like manner. The stores shall be handled with care and diligence. Any loss to BHEL due to contractor's lapse shall have to be made good by the contractor.

2.24 General cleaning, grass cutting and upkeep of storage yard, stores area shall be carried out within

TECHNICAL CONDITIONS OF CONTRACT (TCC)

CHAPTER-II: SCOPE OF WORKS AND TECHNICAL SPECIFICATIONS

the quoted rates for unloading, verification, identification and storage.

2.25 Transportation of certain materials from Godown of Transport carriers, unloading, verification of components which includes unpacking of cases / crates, repacking after verification, preservation, stacking of all the components at stores / storage space, shifting of materials from one location to another location within plant boundary and wherever required keeping the materials / components by raising height. The contractor is required to find out from concerned authorities, regarding arrival of consignment prior to the receipt of consignment note, if any, and take delivery of the same on —Indemnity Bond. Indemnity Bonds would be executed by BHEL, when intimation regarding arrival of consignment is furnished by the contractor.

2.26 As per instruction of BHEL Engineer, on receipt of “Stores Issue Voucher” the contractor shall locate, identify the material and shall keep it in ready to lift position immediately.

2.27 The contractor, with his manpower shall update and maintain the documents and records of BHEL’s Material Management department as per the instruction of the BHEL engineer. Entering the data in the BHEL computer as per the instruction of the BHEL engineer is also in the scope of the contractor.

~~2.28 Contractor with his own T& Ps and manpower shall receive, verify and transport all the materials received at Transporters godowns within a radius of 50 km in and around Project site and the materials received at railway stations within a radius of 50 km from Project site to the BHEL stores within the quoted ate.~~

2.28 From the area / delivery points of all materials / components pertaining to generating units, auxiliaries, piping, miscellaneous plants and equipment’s, panels, cables and other electrical equipments, oil drums, tools, plants or any other items and equipment’s meant for erection, commissioning, and office equipment / furniture and miscellaneous items, contractor to use his own cranes, tractor / trailers, trucks, lorries, slings, jacks, lifting tackles and any other equipments for this job. Handling of equipments for verification of components including opening of cases / crates / boxes and repacking / stacking after verification shall also be the responsibility of the contractor.

~~2.29 Handling and loading of outgoing materials those are to be sent to other destinations shall be carried out by the contractor. There shall not be any separate payment to the contractor for Handling and loading of outgoing materials.~~

2.30 In case of delay in unloading / fail to unload the equipment immediately, BHEL reserve the right to unload the equipment / components through other agencies at the risk and cost of the contractor.

2.31 The owner / employer or his authorized agents may inspect stores, storage yard, etc during the currency of the contract awarded to him. The contractor shall make necessary arrangements for such inspection and carry out the rectification pointed out by the owner / employer without any extra cost to the owner / employer. No cost whatsoever such duplication of inspection of work be

TECHNICAL CONDITIONS OF CONTRACT (TCC)

CHAPTER-II: SCOPE OF WORKS AND TECHNICAL SPECIFICATIONS

entertained.
2.32The contractor will arrange for gate passes and any other permits required for carrying out his work from the respective agencies at his own cost. He will also comply with regulations of the customer within the project area, any of the State Government and other Government agencies.
2.33Materials shall be stacked neatly, preserved and stored in the contractor's shed / work area in an orderly manner. Sometimes it may become necessary for the contractor to handle, re-shift certain unrequired components in order to take out / stack the required materials. The contractor has to take this contingency also into account. No extra payment is payable for such contingencies.
If contractor is required to arrange any additional crane, then the charges at the pro rata rate indicated for the subject crane, mutually agreed shall be borne by BHEL.
2.34The contractor shall provide the necessary resources like trained PC operators, clerical / secretarial staff / helpers for maintaining the Computerised Material Management Package provided by BHEL and carry out all operations of maintenance of documentation (soft as well as hard copies) including housekeeping for the works covered under this tender. The computer terminals for this purpose will be provided by BHEL.
2.35 Preliminary verification of all materials at the time of unloading from transport vehicle or while receiving consignments from transporters' Godown - as the case may be, reporting immediately the discrepancies like damages and shortages noticed.
2.36 Detailed verification of materials with reference to packing list and loading advice slip after unpacking of boxes & crates; repacking, where called for, after detailed verification; preparation of receipt inspection reports.
2.37 Stacking and storing at BHEL open storage yard / covered stores / closed & semi-closed sheds 3x800 MW PVUNL Patratu STPP Project, and submission of stacking / storing records.
2.38 Preservation of the materials in accordance with BHEL preservation manual and as per BHEL instructions.
2.39 General cleaning, grass cutting and upkeep of storage yard, covered and semi-closed stores sheds within the quoted rates for unloading, verification and stacking.
2.40 Providing Materials Management Services.
2.41 Handling and loading of outgoing materials those are to be sent to other destinations.
2.42RESHIFTING AND RESTACKING OF MATERIALS / COMPONENTS :
Re-shifting and restacking of the materials / components within the plant boundary shall be carried out by the contractor as per the instruction of BHEL engineer without any delay. This also includes

TECHNICAL CONDITIONS OF CONTRACT (TCC)

CHAPTER-II: SCOPE OF WORKS AND TECHNICAL SPECIFICATIONS

excess / redundant / scrap materials returned to stores by BHEL erection contractors.
. There shall not be any separate payment to the contractor for reshifting and restacking of materials. However, If the materials / components are to be shifted from outside the plant boundary to a location inside the plant boundary, then the mutually agreed charges towards high speed Diesel only shall be paid to the contractor. No other charges shall be payable to contractor on account of reshifting and restacking.
2.42.1 In case it is necessary to shift and re-stack the materials kept at work area / site to enable other agencies to carry out their work, same shall be done by the contractor and shall be considered as Re-shifting and restacking of materials / components.
2.42.2 Re-shifting of materials that were not unloaded by the bidder is also included in the scope of this tender. The rate per metric Tonne for this shall be as arrived at as per the Chapter XIV Schedule of Rates and Quantities of Technical conditions of contract.
2.42.3 ONLINE SITE CONSTRUCTION MANAGEMENT SYSTEM (SCMS): Contractor has to update the BHEL's online material management system, reporting of daily progress, billing and other similar activities, within the quoted rate.
Note: FOR FURTHER DETAILED SCOPE OF WORKS, REFER RELEVANT CHAPTERS IN THIS BOOK

2.5 Total Scope of Work
2.5.1 Unit Supply materials plus fabricated structures = 50000 MT
The weight indicated above are only the tentative indication and should in no way become a basis for any claim on account of any variation in actual weight.
2.5.2 The intent of specification is to provide Material Handling and Materials Management services according to the most modern and proven Techniques and codes. The omission of specific reference to any method, equipment or materials necessary for proper and efficient unloading, transportation, verification, stacking & preservation etc shall not relieve the contractor of the responsibility of providing such facilities to complete the work without any extra compensation.
2.5.3 All the work shall be carried out as per the instructions of BHEL engineer. BHEL engineer's decision regarding correctness of the work and method of working shall be final and binding on the contractor.
2.5.4 The contractor shall perform all required services which may not be specified herein but nevertheless required for the completion of work within quoted rates.
2.5.5 All necessary certificates and licenses required to carry out this work are to be arranged by the contractor expeditiously.

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CHAPTER-II: SCOPE OF WORKS AND TECHNICAL SPECIFICATIONS

2.5.6	All cranes, transport equipments, handling equipment, tools, tackles, fixtures, equipment, manpower, supervisors/engineers, consumables (excluding those indicated as BHEL scope), etc required for this scope of work shall be provided by the contractor.
2.5.7	All expenditure including taxes and incidentals in this connection will have to be borne by the contractor unless otherwise specified in the relevant clauses elsewhere here. The contractor's quoted rates shall include of all such contingencies. In this connection refer relevant clause of general conditions of contract.
2.5.8	Successful bidder shall have to engage a separate agency/gang for Unloading, Stacking, Issuing, Re-shifting, Re-stacking, Loading, etc for Cement Material Handling.

2.6.0: Void

2.7.0	Responsibility of the Contractor
2.7.1	The contractor shall engage all the unskilled, skilled and especially skilled labor and supervisory staff. Only trained and competent personnel with previous experience in the job shall be employed. However, BHEL reserves the right to decide on the suitability of the workers and other personnel who will be employed by the contractor. BHEL reserves the right to insist on removal of any employee of the contractor at any time, if they found him unsuitable. The contractor shall be bound to follow the instruction of BHEL.
2.7.2	The contractor shall visit the site and ascertain the local conditions, entry and traffic restrictions, all obstructions in the area and also ascertain all site conditions and particularly etc.
2.7.3	The contractor shall take adequate precautions to ensure complete safety and prevention of accidents at site. The safety precautions shall conform to IS codes wherever applicable

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Chapter-III: Facilities in the scope of Contractor/BHEL (Scope Matrix)

Sl. No.	Description PART I	Scope / to be taken care by		Remarks
		BHEL	Bidder	
3.1	ESTABLISHMENT			
3.1.1	FOR CONSTRUCTION PURPOSE:			
a	Open Space for Office	Yes		Free
b	Open space for storage (as per availability)	Yes		Free
c	Construction of bidder's office, canteen and storage building including supply of materials and other services		Yes	
d	Bidder's all office equipments, office / store / canteen consumables		Yes	
e	Canteen facilities for the bidder's staff, supervisors and engineers etc		Yes	
f	Fire-fighting equipments like buckets, extinguishers etc		Yes	
g	Fencing of storage area, office, canteen etc of the bidder		Yes	
3.1.2	FOR LIVING PURPOSES OF THE BIDDER			
a	Open space for labour colony (as per availability)		Yes	
b	Labour Colony with internal roads, sanitation, complying with statutory requirements		Yes	
3.2.0	ELECTRICITY			
3.2.1	Electricity for construction purposes 3 Phase 415/440 V			
a	Single point source	Yes		Chargeable
b	Further distribution including all materials, Energy Meter, Protection devices and its service		Yes	
c	Duties and deposits including statutory clearances if applicable		Yes	
d	Supply, installation and connection of material of energy meter including operation and maintenance		Yes	Calibration certificate to be provided
e	Duties and deposits including statutory clearances for the above		Yes	

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-III: Facilities in the scope of Contractor/BHEL (Scope Matrix)

Sl. No.	Description PART I	Scope / to be taken care by		Remarks
		BHEL	Bidder	
3.2.2	Electricity for the office, stores, canteen etc of the bidder			
a	Single point source		Yes	
b	Further distribution including all materials, Energy Meter, Protection devices and its service		Yes	
c	Duties and deposits including statutory clearances if applicable		Yes	
3.2.3	Electricity for living accommodation of the bidder's staff, engineers, supervisors etc			
a	Single point source		Yes	
b	Further distribution including all materials, Energy Meter, Protection devices and its service		Yes	
c	Duties and deposits including statutory clearances if applicable		Yes	
3.3.0	WATER SUPPLY			
3.3.1	For construction purposes:			
a	Making the water available at single point		YES	
b	Further distribution as per the requirement of work including supply of materials and execution		Yes	
3.3.2	<u>Water supply for bidder's office, stores, canteen etc</u>			
a	Making the water available at single point		YES	
b	Further distribution as per the requirement of work including supply of materials and execution		Yes	
3.3.3	<u>Water supply for Living Purpose</u>			
a	Making the water available at single point		Yes	
b	Further distribution as per the requirement of work including supply of materials and execution		Yes	
3.4.0	LIGHTING			
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	

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-III: Facilities in the scope of Contractor/BHEL (Scope Matrix)

Sl. No.	Description PART I	Scope / to be taken care by		Remarks
		BHEL	Bidder	
b	For construction work (execution of the lighting work/ arrangements) 1. At office/storage area 2. At the preassembly area 3. At the construction site /area		Yes	
c	Providing the necessary consumables like bulbs, switches, etc during the course of project work		Yes	
d	Lighting for the living purposes of the bidder at the colony / quarters		Yes	
3.5.0	COMMUNICATION FACILITIES FOR SITE OPERATIONS OF THE BIDDER			
a	Téléphone, fax, internet, intranet, e-mail etc.		Yes	
3.6.0	COMPRESSED AIR wherever required for the work		Yes	
3.7.0	Demobilization of all the above facilities		YES	
3.8.0	TRANSPORTATION			
a	For site personnel of the bidder		Yes	
b	For bidder's equipments and consumables (T&P, Consumables etc)		Yes	

3.9 LAND FOR SITE OFFICE

3.9.1 Minimum Open space as made available by customer will be provided at free of charges to the contractor, for construction of temporary office shed, and contractor's stores shed(s).

3.9.2 BHEL shall not provide to the contractor any residential accommodation to any of his staff and the contractor has to make his own arrangements. Contractor has to make his own arrangements for labour colony.

3.9.3 Location and area requirement for office/storage sheds/ fabrication yard shall be discussed and mutually agreed to.

3.9.4 Contractor has to furnish along with their offer, the details of requirements of area of space for his temporary site office and stores / storage shed.

3.10 CONSTRUCTION WATER

Water (Raw water) required for construction purposes will be provided at one single point within the plant area free of cost. The required pumps & accessories, pipes for drawing water from the given point and further distribution will be arranged by the contractor at their cost to go on

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-III: Facilities in the scope of Contractor/BHEL (Scope Matrix)

without interruptions. As there are bound to be interruptions, 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, due to delay / failure for providing water supply. Contractor has to make his own arrangements for his water requirement for his labour colony at his cost.

3.11 DRINKING WATER

Bidder shall provide drinking water at the work spot at their cost.

3.12 LIGHTING FACILITY

Adequate lighting facilities such as flood lamps, hand lamps and area lighting shall be arranged by the contractor at the working area and contractor's material storage area etc. at his cost.

3.13 CONSTRUCTION POWER

Initially for few months construction Power has to be arranged by the bidder at its own cost till BHEL establishes its own facilities for construction Power.

- 3.15.1 Note-1 There can be more than one location of open storage yard. Bidder shall make his establishment accordingly for material handling, MM services and T&P arrangement at every location. Bidder may also have to establish his facilities at BHEL fabrication shop/factories around plant vicinity.

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CHAPTER-IV: T&PS AND MMES TO BE DEPLOYED BY CONTRACTOR

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

4.1 All the tools & plants required for this scope of work are to be arranged by the contractor within the quoted rates.

4.2 The following minimum major Tools & Plants (T&P) shall be arranged by the Contractor for execution of items mentioned in Chapter IX of Technical Conditions of Contract of this tender within the quoted rate.

SN	DESCRIPTION OF EQUIPMENTS	CAPACITY (MINIMUM)	MINIMUM QUANTITY	REMARKS
1	Crawler Crane / Tyre Mounted Crane (With telescopic boom, Hydraulic operated with turret function)	40 MT	01	To be deployed as required or as instructed by BHEL Engineer.
2	Tyre mounted Crane (Pick and Carry Crane- NOT Hydra)	23 MT	02	To be deployed within 15 days from the start of contract or as instructed by BHEL Engineer.
3	Trailer with prime mover	Adequate capacity	As required	For Re-shifting Purpose
4	Tractor trailer	15/20 MT	As required	For Re-shifting Purpose
5	Truck	Adequate capacity	As required	
6	Slings, 'D'-shackles	1 MT to 10 MT	As required	From the start of contract period
7	Slings, 'D'-shackles, pulley blocks, hydraulic jacks, etc above 10 MT.	As required	As required	With test reports
8	Wooden slippers	Assorted sizes 3 Ft x 10"x 10"	400 Nos	25% BY FIRST MONTH AND BALANCE WITHIN 3rd MONTH.

NO SEPARATE PAYMENT WILL BE MADE FOR SUPPLY OF WOODEN SLEEPERS. CONTRACTOR HAS TO PROVIDE REQUIRED NUMBER OF WOODEN SLEEPERS WITHIN QUOTED RATES.

Note:

4.1 The age of the contractor deployed cranes upto in Sr no 1,2 &3 above should be within 15

TECHNICAL CONDITIONS OF CONTRACT (TCC)

CHAPTER-IV: T&PS AND MMES TO BE DEPLOYED BY CONTRACTOR

years as on date of deployment. Contractor has to provide documentary proof for the age of the crane at the time of deployment to the BHEL Engineer.	
4.2	Considering operational safety the use of material handling equipment “HYDRA” is banned, agencies has to deploy the Pick & Carry cranes of required capacity.
4.3	This above list is only indicative and neither exhaustive nor limiting. Quantities indicated above are only the minimum required. Contractor shall deploy all necessary T&P to meet the schedules & as prescribed by BHEL engineer and required for completion of work.
4.4	Regular maintenance period of one day per month shall be permitted and Preventive maintenance period of six days per year with each spell not exceeding three days shall be permitted for the T&Ps.
4.5	If work gets delayed due to non-availability of T&P, BHEL reserves the right to get the work done at the risk and cost of contractor without prejudice to rights of BHEL as in general conditions of contract. Overheads will be charged on differential amount.
4.6	In case of non-compliance if any as listed below in sl. No. 4.7, the charges as mentioned in sl. No. 4.8 shall be deducted in the running bills of the respective months.
4.7	List of noncompliance:
4.7.1	Non availability/not working condition of the particular crane cumulatively for more than five days in the calendar month during the period mentioned in the deployment plan.
4.7.2	Non availability/not working condition of the particular crane for more than five consecutive working days in the month during the period mentioned in the deployment plan.
4.8	The deduction shall be as given below:
Deduction for the month = outage beyond five days x (monthly crane charges/30)	
4.9	Note: i) FOR CALCULATION NO. OF DAYS IN A CALENDAR MONTH IS TAKEN AS 30.
II) MONTHLY CRANE CHARGES AS DERIVED IN THE PRICE BID SECTION B.	
4.10	IF ABOVE MENTIONED T&P ARE NOT DEPLOYED IN SPECIFIED TIME BHEL SHALL RESERVE RIGHT TO RECOVER EXPENSES and/or LEVY PENALTY ON CONTRACTOR
4.11	If work gets delayed due to non-availability of Crane, BHEL reserves the right to get the work done at the risk and cost of contractor, after giving contractual notice of 3 days and without prejudice to rights of BHEL as in general conditions of contract. Overheads will be charged on differential amount.
8.1	Case-I: If risk and Cost is invoked In addition to risk and cost recovery, BHEL reserves the right to levy penalty at the rate of 50% X “Daily rate” for delay in deployment of T&P calculated as below Number of days eligible for penalty = Difference of (Date when T&P is deployed by BHEL at Risk and Cost of Contractor) – (minus) (Date when T&P was required to be

TECHNICAL CONDITIONS OF CONTRACT (TCC)

CHAPTER-IV: T&PS AND MMES TO BE DEPLOYED BY CONTRACTOR

8.2	<p>deployed by Contractor as per contractual notice) Daily Rate= Monthly hire Charge/30. Case-II: If risk and Cost is not invoked Penalty shall be levied at the rate of 50% X "daily rate" for delay in deployment of T&P. Number of days eligible for Penalty = Difference of (date of readiness/Replacement of crane) - (Minus) (Date when T&P was required to be deployed as per contractual notice) Daily Rate= Monthly hire Charge/30. Please Note: It is desired that contractor shall maintain their T&P in good condition. However, considering the criticality of work, the notice period for the deployment/readiness of Crane shall be 3 (Three) Days.</p>
4.12	<p>Crane log sheet for each of the crane on daily basis are to be certified by the BHEL engineer. Contractor shall submit the monthly running account bills along with duly certified log sheets.</p>
4.13	<p>Any or part or all of the T&Ps of the contractor identified for the tendered package shall not be engaged for any works other than that of the works intended in this tender. However BHEL reserves the rights to engage those T&Ps for which separate monthly rates are being paid as per section B of volume ii of price bid for its own works other than that of the works intended in this tender during the period of contract. In such cases fuel will be provided by BHEL. However operator for the same shall be provided by contractor.</p>
4.14	<p>During the extended period of contract, services of T&Ps shall be provided by the contractor as per the instruction of BHEL engineer. The monthly charges towards deployment of the particular crane shall be paid at the rate of 90 % of monthly awarded rates for a period of 12 months after completion of contract period. Thereafter (contract period+12 months) rate will be decided after mutual agreement. No extra payment shall be made for T&Ps other than cranes.</p>
4.15	<p>Duration for deployment of major T&Ps for which separate monthly hiring rates are being paid as per section B of volume ii price bid is tentative and may change as per requirement. Mobilization and demobilization of these T&Ps shall strictly be done as per the instructions from BHEL. BHEL also reserves the right to direct the contractor to discontinue/ de-mobilize any/all of these cranes within the contract period/extended contract period with 60 days advance written notice without assigning any reason. No payment will be made for the period after the date of demobilization/discontinuance notified by BHEL.</p>
4.16	<p>The commencement date of deployment period for each crane may be mutually agreed upon and duly signed minutes of meeting to be furnished to HQ. However total duration of deployment shall be accommodated within original contract period.</p>
4.17	<p>Crane log sheet for each of the crane on daily basis are to be certified by the BHEL engineer. Contractor shall submit the monthly Running Account Bills along with duly</p>

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CHAPTER-IV: T&PS AND MMES TO BE DEPLOYED BY CONTRACTOR

	certified log sheets.
4.18	Crane operators deployed by the contractor shall be tested by BHEL before he is allowed to operate the cranes.
4.19	The wooden sleepers shall be taken back by the contractor on as is where is basis. No claim on account of damage /loss shall be payable by BHEL
4.20	Duration for deployment of major T & P for which separate monthly hiring rates are being paid (SR. NO B.1 AND B.2) as per “table for weightages/ factors and BOQ of chapter XIV schedule of rates & quantities” is tentative and may change as per requirement.
4.21	Mobilisation and demobilisation of all T&Ps shall strictly be done as per the instructions from BHEL. BHEL also reserves the right to direct the contractor to dis-continue/ de-mobilise any/all of these cranes within the contract period/extended contract period with 60 days advance written notice without assigning any reason. No payment will be made for the period after the date of demobilization/discontinuance notified by BHEL.
4.22	Medical/first aid center/medicine purchased for emergency/doctor purpose along with ambulance services with fuel and operator (round the clock) shall be arranged by BHEL for handling medical emergencies. Cost against these facilities shall be distributed/shared among the vendors working in Patratu project site proportionately based on contract value.

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Chapter-V: T&Ps AND MME TO BE DEPLOYED BY BHEL ON SHARING BASIS

5.1 LIST OF T&P TO BE PROVIDED BY BHEL FREE OF HIRE CHARGES ON SHARING BASIS:

SN	DESCRIPTION	QUANTITY	REMARKS
1	CRAWLER/MOBILE CRANE (beyond 40MT capacity)	As per requirement	All cranes (except from contractors scope, required crane for the mentioned work shall be arranged by the bhel as per requirements) .

Note:

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

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

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CHAPTER-VI: TIME SCHEDULE

6.1 INITIAL MOBILIZATION
After receipt of LOI, contractor shall discuss with project manager / construction manager regarding initial mobilisation. Contractor shall mobilize necessary resources within 2 weeks of issue of letter of intent or as per the directive of project manager / construction manager. Such resources shall be progressively augmented to match the schedule of milestones.
6.2 AUGMENTATION OF MOBILISATION.
Contractor shall subsequently augment his resources in such a manner that daily errands/activities shall be completed on daily basis and the entire work is completed within the time schedule/contract period. Mobilization of contractor's resources shall be made and augmented from time to time in such a manner that the work in scope is carried out in an uninterrupted manner.
6.3 CONTRACT PERIOD
The contract period for completion of entire work under scope shall be 15 (Fifteen) months from the "Start of contract period".
The date of receipt / unloading the very first consignment by the contractor as defined in scope of this contract shall be reckoned as the start of the contract period. The date of commencement of contract period shall be the mutually agreed date between the bidder and BHEL engineer to start the work. In case of discrepancy, the decision of BHEL engineer is final.
If work is not completed within contract period, the same may be extended at the discretion of BHEL.

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Chapter-VII: TERMS OF PAYMENT

7.1 Terms of Payment

The 'Rate per MT of materials' calculated/arrived as per Rate Schedule shall be paid on completion of the activities mentioned in the following table on pro-rata basis.

ITEM NO	DESCRIPTION OF ACTIVITY	UNIT	QTY	% BREAK UP
Section A1				
	<i>Material Handling and Material Management for Materials received through Trucks/Trailers at Project Site</i>	MT	50000	100%
A1. 1	Unloading, Shifting to Open/Covered Stores	MT	50000	30%
A1. 2	Updation of Receipt details, in store Material Registers/BHEL MM Package system	MT	50000	15%
A1. 3	Stacking and Verification	MT	50000	15%
A1. 4	Updation of Verification details in Material stock registers, Submission of reports as per specified formats for shortage/open delivery, loading of police reports if required, documents for insurance claims Etc, and preparation of material receipt certificates in prescribed formats where ever applicable	MT	50000	25%
A1. 5	Identification of material in ready to lift position for issue to BHEL/ Erection agency, and updation of issue details in stores Records	MT	50000	12%
A1. 6	Completion of contractual obligations as Serial No. 7.2 (7.2.1, 7.2.2, 7.2.3, 7.2.4 and 7.2.5)	MT	50000	3%

Section B			
SN	Crane description	Unit	Duration
B.1	Pick and Carry Crane 23 MT (In Months)	Month	30
B.2	Crawler Crane / Tyre Mounted Crane (With telescopic boom, Hydraulic operated with turret function)-40 MT	Month	15

7.2 Other payment terms & condition

7.2	OTHER payment terms & condition	
	% from every RA Bill to be paid only after satisfactory completion otherwise forfeited	
7.2.1	REMOVAL OF GRASS/WEEDS AND OTHER PLANT GROWTH IN THE	0.5%

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Chapter-VII: TERMS OF PAYMENT

	STORE AREA	
7.2.2	HOUSEKEEPING & CLEANING OF ALL CLOSED SHEDS	0.5%
7.2.3	PRESERVATION planned for the month	0.5%
7.2.4	Safe working & availability of adequate illumination at the place of work	0.5%
7.2.5	Implementation of E-stores for records/data	1%

7.3 The percentage of allocation to be considered for the purpose of payment for the cranes deployed is mentioned below:

Sl no	Description	Total crane months in Nos	Total allocation (% of total agreed value (Section A1+ Section B) of Price bid)
1	Crawler Crane / Tyre Mounted Crane (With telescopic boom, Hydraulic operated with turret function)-01 nos	15	23.72%
3	Tyre mounted Crane -23 MT	30	16.83%
4	Total		40.55%

Monthly pro-rata payment for deployment of cranes as per clause 7.2 shall be paid on fulfilling the conditions (a) and (b) below:

- (a) If all the cranes were available in working condition in line with the deployment plan.
- (b) Submission of jointly signed Form No.14 for the scope of work

Note: (For Section B)

Payment for Pick and Carry Cranes shall be made on monthly basis on actual deployment basis as per the awarded monthly rate against each crane. No other payment shall be paid for the other / additional T & Ps deployed for carrying out the work as per the scope of this tender. Price variation compensation and Overrun compensation will not be applicable for items in Sec-B.

7.5 The payments for works under the scope of this contract shall be as per clause no 2.6; 2.22; 2.23 of General Conditions of Contract and Volume-IB, Chapter-X of SCC. However, Clause No. 10.5 on RA Bill Payments, in Volume-IB, Chapter-X of SCC, is revised as under:

The contractor will be eligible for payment of RA Bills after 30 days of submission of running bill complete in all respects with all documents. It is the responsibility of the contractor to make his own arrangements for making timely payments towards labour wages, statutory payments, outstanding dues etc. and other dues in the meanwhile.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VII: TERMS OF PAYMENT

All documents like HR Clearance, Quality and Safety Compliances, etc. required for processing the RA Bills should be submitted along with RA Bills.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VIII : Taxes and Duties

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

1. All taxes excluding GST, GST Cess & BOCW Cess **but including, Royalties, fees, license, deposits, commission, any State or Central Levy and other charges whatsoever, if any, shall be borne by you and shall not be payable extra.**
2. Any increase of the taxes excluding GST, GST Cess & BOCW Cess, at any stage during execution including extension of the contract shall have to be borne by the contractor. Quoted/ accepted rates/ price shall be inclusive of all such requirements. Please note that since GST on output will be paid by BHEL separately as enumerated below, your quoted rates/ price should be after considering the Input Credit under GST law at your end.
3. **GST :**
The successful bidder shall furnish proof of GST registration .GST along with Cess (as applicable) legally leviable & payable by the successful bidder as per GST Law, shall be paid by BHEL. Hence Bidder shall not include GST along with Cess (as applicable) in their quoted price.
4. GST charged in the Tax Invoice/Debit note by the contractor shall be released separately to the contractor only after contractor files the outward supply details in GSTR-1 on GSTN portal and input tax credit of such invoice is matched with corresponding details of outward supply of the contractor and has paid the GST at the time of filing the monthly return
5. E-invoicing under GST has been implemented with effect from 1st October 2020 for all the taxable persons having turnover more than the threshold limit in any preceding financial year from 2017-18 onwards. Therefore, for all the taxable persons falling under the purview of E-invoice, it is mandatory to mention a valid unique Invoice Reference No. (IRN) and QR code as generated from E-Invoicing portal of the Government for the purpose of issuing a valid Tax Invoice. Only an E-invoice issued in the manner prescribed under rule 48(4) of CGST Rules shall be treated as valid invoice for reimbursement of GST amount.
If the successful Bidder is not falling under the purview of E-Invoicing then he has to submit a declaration in that respect along with relevant financial statements.
6. Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred there under) wherein the 'Bill To' details will as below:
BHEL GSTN – As per **Annexure -1**
NAME -- Bharat Heavy Electricals Limited
ADDRESS – Site address
7. Bidder to immediately intimate on the day of removal of Goods (in case of any supply of goods) to BHEL along with all relevant details and a scanned copy of Tax Invoice to below email ids to enable BHEL to meet its GST related compliances :-
Email id ---- to be intimated later on.
In case of delay in submission of the abovementioned documents on the date of dispatch, BHEL may incur penalty /interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from the successful bidder, if such delay is not attributable to BHEL.
8. In case of raising any Supplementary Tax Invoice (Debit / Credit Note) Bidder shall issue the same containing all the details as referred to in Section 34 read with Rule 53.

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Chapter-VIII : Taxes and Duties

9. Bidder shall note that in case GST credit is delayed/ denied to BHEL due to delayed / non receipt of goods and /or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from the vendor along with interest levied / leviable on BHEL, as the case may be.
10. Bidder shall upload the Invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act. Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law , GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the bidder along with interest levied / leviable on BHEL.
11. Way Bill: Successful Bidder to arrange for way bill / e-waybill for any transfer of goods for the execution of the contract.

The Bidder has to make their own arrangement at their cost for completing the formalities, if required, with Issuing Authorities, for bringing materials, plants & machinery at site for execution of the works under this contract, Road Permit/ Way Bill, if required, shall be arranged by the contractor and BHEL will not supply any Road Permit/ Way Bill for this purpose.

12. **New taxes and duties:-**Any New taxes & duties, if imposed subsequent to due date of offer submission as per NIT & TCN, by statutory authority during contract period including extension, if the same is not attributable to you, shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, you shall obtain prior approval from BHEL before depositing new taxes and duties.
Benefits and/or abolition of all existing taxes must be passed on to BHEL against new Taxes, if any, proposed to be introduced at a later date.
In case any new tax/levy/duty etc. becomes applicable after the date of bidder's offer but before opening of the price bid, the bidder must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of the price bids. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.
13. For transportation work, bidder shall declare in his quotation whether he is registered under GST, if yes, whether he intends to claim GST on forward charge basis. In absence of this declaration, BHEL will proceed further with the assumption that bidder intends not to claim GST on forward charge basis. However, in case of GST registered transporter, the amount to the extent of goods and service tax will be retained till BHEL avails the credit of GST. Further, transporter shall issue tax invoice which inter alia includes gross weight of the consignment, name of the consigner and the consignee, registration number of vehicle in which the goods are transported, details of goods transported, details of place of origin and destination, GSTIN of the person liable for paying tax whether as consigner, consignee or goods transport agency, and also containing other information as mentioned under rule 46.
14. **TDS under Income Tax shall be deducted at prevailing rates on gross invoice value from the running bills unless exemption certificate from the appropriate authority/ authorities is furnished.**
15. **TDS under GST shall be deducted at prevailing rates on applicable value from the running bills.**

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Chapter-VIII : Taxes and Duties

16. TCS under Income Tax 1961 has been implemented with effect from 1st October 2020 for every seller having turnover more than threshold limit during financial year immediately preceding financial year in which the sale of goods is carried out, who receives any amount as consideration for sale of any goods of the value or aggregate of such value exceeding threshold limit other than export of goods or who is already covered under other provision of section 206C, collect from the buyer, TCS as per applicable rates of the sale consideration exceeding threshold limit subject to following conditions

- i. Buyer shall be as per clause (a) of section 206C- (1H)
- ii. Seller shall be as per clause (b) of section 206C- (1H)
- iii. No TCS is to be collected, if the seller is liable to collect TCS under other provision of section 206C or the buyer is liable to deduct TDS under any provision of the Act and has deducted such amount.

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

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

17. Refer Annexure – 2 for BOCW Act & Cess Act.

ANNEXURE-1

State wise GSTIN no.s of BHEL

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

ANNEXURE-2

BOCW Act & Cess Act

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

1. It shall be the sole responsibility of the contractor as employer to ensure compliance of all the statutory obligations under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.

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Chapter-VIII : Taxes and Duties

2. It shall be sole responsibility of the contractor engaging Building Workers in connection with the building or other construction works in the capacity of employer to apply and obtain registration certificate specifying the scope of work under the relevant provisions of the Building and Other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 from the appropriate Authorities.
3. It shall be responsibility of the contractor to furnish a copy of such Registration Certificate within a period of one month from the date of commencement of Work.
4. It is responsibility of the contractor to register under the Building and other Construction Workers' Welfare Cess Act, 1996 and deposit the required Cess for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 at such rate as the Central Government may , by notification in the Official Gazette, from time to time specify. However, before registering and deposit of Cess under the Building and other Construction Workers' Welfare Cess Act, 1996, the contractor will seek written prior approval from the Construction Manager.
5. It shall be sole responsibility of the contractor as employer to get registered every Building Worker, who is between the age of 18 to 60 years of age and who has been engaged in any building or other construction work for not less than ninety days during the preceding twelve months as Beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996.
6. It shall be sole responsibility of the contractor as employer to maintain all the registers, records, notices and submit returns under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.
7. It shall be sole responsibility of the contractor as employer to provide notice of poisoning or occupation notifiable diseases, to report of accident and dangerous occurrences to the concerned authorities under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the rules made thereunder and to make payment of all statutory payments & compensation under the Employees' Compensation Act, 1923.
8. It shall be the responsibility of the sub-contractor as employer to make payment/deposit of applicable cess amount on the extent of work involving building or construction workers engaged by the sub-contractor within a period of one month from the receipt of payment. It shall also be responsibility of the Contractor to furnish BHEL on monthly basis, Receipts/ Challans towards Deposit of the Cess under the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder along with following statistics :
 - (i) Number of Building Workers employed during preceding one month.
 - (ii) Number of Building workers registered as Beneficiary during preceding one month.
 - (iii) Disbursement of Wages made to the Building Workers for preceding wage month.
 - (iv) Remittance of Contribution of Beneficiaries made during the preceding month
9. BHEL shall reimburse the contractor the Cess amount deposited for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 under the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder. However, BHEL shall not reimburse the Fee paid towards the registration of establishment, fees paid towards registration of Beneficiaries and Contribution of Beneficiaries remitted.

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

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CHAPTER-IX: GENERAL

9.1 The intent of specification is to provide material handling and materials management services according to the most modern and proven techniques and codes. The omission of specific reference to any method, equipment or materials necessary for proper and efficient unloading, transportation, verification, stacking & preservation etc. shall not relieve the contractor of the responsibility of providing such facilities to complete the work without any extra compensation.

9.2 The work shall be executed under usual conditions affecting major thermal power projects in an existing power plant and in conjunction with numerous other operations at site. The contractor and his personnel shall cooperate with personnel of customer's contractors, coordinating his work with others and proceed in a manner that shall not delay or hinder the progress of work as a whole.

9.3 All the work shall be carried out as per the instructions of BHEL engineer. BHEL engineer's decision regarding correctness of the work and method of working shall be final and binding on the contractor.

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

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

9.6 All cranes, transport equipments, handling equipment, tools, tackles, fixtures, equipment, manpower, supervisors/engineers, consumables etc required for this scope of work shall be provided by the contractor.

9.7 All expenditure including taxes and incidentals in this connection will have to be borne by the contractor unless otherwise specified in the relevant clauses elsewhere in these specifications. The contractor's quoted rates shall include all such contingencies. In this connection refer relevant clause of general conditions of contract.

9.8 The distances indicated in these specifications are only approximate. However, the tenderers should assess the various distances and site conditions by visiting site before submitting their offer. No additional/extra claims for any variation in this regard will be entertained.

9.9 Contractor shall arrange for cutting and removal of vegetation growth/grass etc in the storage yard as and when called for by BHEL as incidental to work. BHEL will take appropriate action at the risk & cost of the contractor in case of failure in this regard. Contractor shall use latest available methodology to ensure removal of vegetation.

9.10 If the contractor or his workmen or employees break, deface, injure or destroy any part of a building, road, kerbs, fence, enclosures, water pipes, cables, drains, electric or

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CHAPTER-IX: GENERAL

telephone posts or wires, trees or any other property or to any part of erected equipments, stored components etc. Within the project premises or outside the contractor shall make the same good at his own expenses.

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

9.12 Fabrication & placement of racks in close sheds is the part of this tender, for fabrication of racks BHEL will provide the steel on free of cost.

9.13 **Operation of Weigh Bridge:** Operation of BHEL Weigh Bridge, as per requirement, is in the scope of the contractor. Manpower required for Operation of Weigh Bridges will be integral part of Material Management Services and no additional payment will be made for the same.

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

10.1	Majority of consignments shall reach site directly for delivery. However a good number of consignments shall be booked on godown delivery basis or door delivery against consignee copy basis, the procedure of material collection shall be adopted as detailed in relevant chapter.
10.2	It will be responsibility of the contractor to keep in touch with officials of BHEL regarding advance information about arrival of consignments. The contractor shall collect lorry way bills or other such dispatch documents.
10.3	The contractor shall remain in regular contact with the concerned transporters or based on the despatch details obtained as stated above and make all necessary arrangements for collection / receipt of the consignment as applicable. Contractor shall take advance action to deploy all necessary resources for local transportation, handling and unloading of the anticipated consignments so as to ensure no loss of time upon arrival of the consignments.
10.4	Payment of demurrage/ wharfage etc., which result due to contractor's fault, shall be the responsibility of contractor and to his account. If BHEL has to make payment of such demurrage/ wharfage together with freight (payment of freight alone is in BHEL scope), the amounts so paid as demurrage/wharfage for the reasons stated above shall be paid to bhel by the contractor forthwith or shall be recovered from the bill payments due to the contractor.
10.5	It would be responsibility of the contractor to examine the packages, consignments etc. Immediately on arrival and bring to the notice of BHEL authorities regarding loss/damage/shortage/discrepancy, if any, observed in the consignments before taking delivery of the same.
10.6	Any discrepancy/shortage/damage found in the consignment after taking clean delivery from the carriers shall be the responsibility of contractor and the resultant loss to BHEL on such account shall be recoverable from the contractor.
10.7	Consignments are expected to arrive during any time of the day, and count down for detention/demurrage/wharfage charges is liable to start immediately. Unloading of such consignments may be necessitated even in the night or round the clock. Contractor shall arrange to deploy his resources immediately and continue round the clock on such occasions without any additional cost to BHEL. Contractor shall arrange all necessary resources including spot lighting for working at night. The contractor shall similarly unload consignments arriving on weekly off days and holidays.
10.8	Unloading at storage area/work site, stacking and restacking if necessity arises, of all materials including heavy/sophisticated equipments like tubed wall panels of boiler, heavy motors, heavy bearing pedestals, electrical panels and TG equipment like heavy turbine components, pumps, panels, etc. Shall be done as per storage and preservation

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

	manual of relevant equipment/components of BHEL and/or as per directions of BHEL engineer.
10.9	The contractor shall verify the consignments in detail within 12 days of receipt and report the discrepancies in prescribed formats not later than 14th day . Any loss on account of delayed reporting shall be recoverable from contractor's bill/any payment due. Contractor shall arrange all facilities to open packages - where required in the presence of BHEL engineer, verify the contents, repack wherever and whenever called for and properly stack them as per storage manual or/and as may be directed by BHEL.
10.10	The material shall be so stacked that it should facilitate easy identification, retrieval and handling for issue as and when need arises.
10.11	Pre-defined identification system of the locations of open storage yard, semi-closed shed, covered stores as well as storage racks has to be designed by the contractor with the approval of BHEL. Contractor shall put up prominent identification boards of segmental locations (for open and closed stores) or inscription (on the storage racks) with clear visibility from a distance. Contractor shall also arrange to display plot plan at regular intervals in the covered/semi-closed/open storage. The contractor shall arrange proper displays/signs for various requirements as per instructions of BHEL.
10.12	The display boards shall be made with structural steel & MS plates and shall be painted with synthetic enamel paint. Contractor shall have to periodically repeat such exercise as the original displays may get lost / damaged / deteriorate with time. All materials and consumables for this purpose shall be arranged by the contractor. Contractor shall have to make his own arrangements including supply of materials for displaying the proper identification tags, boards, marking, and inscription etc. as scope of work.
10.13	The contractor shall execute the work in a professional manner. The stores shall be handled with due care and diligence. The contractor at his risk and cost shall make good any loss to BHEL due to contractor's lapse.
10.14	For all consignments, observations regarding loss/damage/shortage/ discrepancy is to be recorded in appropriate document and informed to BHEL. In case it becomes necessary to take ' open delivery ' from the authorities, contractor shall make all arrangements for taking open deliveries. All expenses connected therewith shall be to the account of contractor. Any loss that accrues to BHEL on account of such failures shall be debited to the contractor and recovery effected from his running bills.
10.15	Handling heavier consignments: Contractor shall submit procedure with sketches of handling of all heavy components to BHEL well in advance and obtain prior approval before unloading and stacking.
10.16	Since this contract is intended to be a complete package from material receipt through issue/transactions right upto material reconciliation, full responsibility w.r.t the proper

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

upkeep of facilities e.g. computers, stationary items; ensuring befitting discipline among the store assistants/staff under its control and accounting of materials on stock shall rest with the contractor at all times.
10.17 In the remote possibility of any untraceable material, customarily BHEL has to process the insurance claim. To kick off such claim, the contractor shall render all necessary assistance including augmentation of documents (FIR etc) within the quoted price as may be required for realization of the insurance claim.
10.18 The contractor under this contract shall complete induction of following categories of resources within the quoted item rates, to ensure establishment of proper materials management at the project site.
10.18.1 Item rate in the rate schedule has specific mention of “materials management” with sole purpose to emphasize the requirement of sufficient no. of adequately qualified manpower to ensure best obtainable quality of work. Accordingly, supervisors/manpower (apart from workmen on cranes and material handling purpose) as indicated against each activity in the table below, normally to work at (but not limited to) BHEL site office

<u>Responsibilities of the contractor -</u>
(1) Receipt & issue
Scope includes execution of various activities as follows:
(i) Receipt, unloading, carrying out receipt inspection, detailed verification, stacking and regular stock verification of project materials at site.
(ii) Preparing various reports at appropriate stages and reporting damage/loss during receipt as well as storage and any other associated responsibility as assigned by BHEL from time to time. Responsibility shall include the following activities:
A. Examination of incoming consignments to detect any loss or shortage or outward damage and recording it on the LR/LWB before making acknowledgement of it's receipt from the transporter and simultaneously obtaining endorsement of the vehicle driver on the same.
B. Reporting such discrepancy to BHEL immediately on receipt of consignment.
C. Assisting BHEL in lodging insurance claims in respect of loss/damage as stated above.
(iii) Issue of materials to BHEL's erection contractors, preservation of stacked materials, re-stacking/re-handling as necessary, progressive and final reconciliation with BHEL's erection agencies and preparation of necessary document/ record in respect of these activities.

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

(iv) Return of excess/defective materials by various erection contractors of BHEL.
(v) Loading and dispatch of outgoing materials.
Expected minimum quality of service
Contractor shall render the services by ensuring deployment of requisite personnel with adequate educational qualification having thorough experience in related field to enable understanding the intricacies of and special requirements involved in handling of project materials, inconsistencies and uncertainties associated with in/out flow of materials, project activities at odd hours & holidays and irregular working hours. Contractor shall ensure prompt and timely availability of such services.
<u>(2) Preservation of components -</u>
Contractor shall arrange for preservation of components as per BHEL's storage and preservation manual and/or as per instructions of BHEL engineers.
One or more of following methods shall be adopted for preservation.
1) Coating with preservative paints/lubricant/inhibitors
2) Capping/wrapping/covering
3) Filling/immersion in oil/chemicals etc.
4) Periodic checks/maintaining required nitrogen pressure in tanks of transformers; BHEL will provide the nitrogen gas for the same. However contractor shall handle the cylinders at stores, transport to point of use, fit-up refills and return empty cylinders to bhel stores.
BHEL will provide free of cost all preservatives like preservative oil, lubricants, chemicals, inhibitors, caps etc except primers & paints. Contractor shall provide red oxide zinc chromate (rozco) primer conforming to IS: 2074 of reputed manufactures (e.g. asian paints, berger, jenson & nicholson, bombay paints, shalimar or any other BHEL approved manufacturer) required for preservation shall be provided by the contractor and used for this purpose.
In the process the identification marks, component/material codes, match marks may have to be repainted. This work after preservation components are to be stacked properly, periodical reports on the preservation carried out should be submitted to BHEL in the prescribed formats.

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

(3) Record keeping –

Contractor shall prepare, maintain and update various MM records, associated with materials management operation of BHEL at project site. Two systems of record keeping/capturing information & data at various stages are in vogue viz.

- i. Manual ledgers & records.
- ii. Computerized database application: BHEL has developed a software application named ~~site operations management system (soms)~~ e-store that captures all the data in the entire chain of transactions starting with master list of project materials, records of dispatch, receipt, inspection, issue, return, consumption etc.

Some of these records are master shipping/packing list, LR/RR register, daybook register, stock register, records of issues to & return of materials in respect of various erection subcontractors, insurance claim records, periodical status reports in various formats covering desired aspects and output information as per BHEL/client's requirement.

Contractor will provide necessary hardware, software & stationary etc. and shall take utmost care to ensure that these properties and records are protected from any damage or loss. BHEL will recover the cost of such property / expenses of restoration from the contractor with overhead charges in case of any loss/damage attributable to negligence/failure on contractor's part.

4. Contractor has to mobilize below mentioned manpower, other than secretarial and mienial services manpower mentioned, else where in this contract.

SL NO	ACTIVITY/DESCRIPTION	MINIMUM NO. OF PERSONS	REMARKS
1	Material receipt/unloading, collection/bookings/preservation	3	To be deployed from the start of contract OR as per instruction of BHEL Engineer
2	Detailed verification	3	
3	Material issue	2	
4	maintenance of BHEL IT infrastructure at site	1	
5	Safety Officer	1	

Note: in Each unloading/loading gang, 1 no Rigger, 3 helper must be deployed, in case of the heavier consignment handling, in addition to the above manpower a foreman & safety supervisor also be engaged to ensure the safe material handling.

Note: The no. of persons indicated above is tentative and actual deployment may vary based on work load and site requirement. **The manpower requirement shall be finalized in the beginning of the**

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

contract period with engineer in-charge. This does not absolve the contractor from his responsibility towards the satisfactory execution of the job.

A joint certification by committee constituted by Construction manager/General manager, BHEL shall be required for processing of each RA bill. Committee member shall include each from material management, finance and other department.

In case the contractor does not deploy or delays deployment of above said manpower with reference to specific instructions from BHEL, BHEL will recover non-refundable penalty per man- day @ Rs 500

Payment for all materials including over dimensional and heavier components shall be regulated on the accepted unit **rate -item no A.1 of rate schedule. Item no. A.1 of rate schedule is inclusive of payment against above listed manpower.** No separate payment will be made for the above listed manpower

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Chapter-XI: RESHIFTING AND RESTACKING

11.1 RE-SHIFTING AND RE-STACKING

Owing to several project requirements, many components may have to be shifted from originally stacked locations to elsewhere within the project premises for the lead distance not exceeding 5 kms. This may involve loading of such material onto a vehicle moving to a new location and unloading/stacking including proper inscription of identification marks if needed. List of items duly certified by BHEL official, shifted, updated stock records about change in location etc. shall be prepared/submitted along with the monthly bills

Separate item rate is there for reshifting and re-stacking of stacked materials and the payment will be regulated on pro-rata basis on the accepted unit **rate as per sl no A1.3 & A1.6 of rate schedule.**

11.2 RE-STACKING/RE-ARRANGING

Over a period of time, restacking/rearranging of the materials stacked earlier may arise due to various reasons. The handling of such items will also be in the scope of this contract. The restacking/ re-handling may be necessitated for any equipment/ materials covered within this work specification. Contractor shall deploy necessary resources like manpower, T&P, equipments etc. to carry out this exercise including proper inscription of identification marks if needed. List of items duly certified by BHEL official, restacked, updated stock records about change in location etc. shall be prepared/submitted along with the monthly bills

Restacking and rearranging shall be applicable for materials returned by BHEL's erection contractors also.

Bidder shall not quote any separate rate for re-stacking/re-arranging of material.

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Chapter-XII: MATERIAL HANDLING AND MATERIAL MANAGEMENT OF MATERIAL COLLECTION/ DISPATCHES

12.1 incoming materials (smalls etc)
12.1.1
Even though majority of consignments shall reach site directly for delivery. A good number of consignments shall be booked on godowns delivery/ door delivery basis against original consignee copy basis, the procedure of material collection shall be adopted as detailed here below:
12.1.2
Contractor shall keep in touch with officials of BHEL regarding advance information about arrival of consignments. The contractor shall collect original LRS/RRS/LORRY way bills or other such dispatch documents
12.1.3
The contractor shall remain in regular contact with the concerned transporters or railways based on the dispatch documents obtained as stated above and make all necessary arrangements for collection / receipt of the consignment as applicable. Contractor shall take advance action to deploy all necessary resources for local transportation, handling and unloading of the anticipated consignments so as to ensure no loss of time upon arrival of the consignments. Loading at transporters godown, local transport up to bhel/ client's stores/ site and unloading at stores/storage yard/site, verification and stacking shall also be in the scope of contract.
12.1.4
Detention charges/ demurrage/ wharfage etc., which result due to contractor's fault, shall be recovered from the bill payment due to the contractor.
12.1.5
Payment will be regulated on pro-rata basis on the accepted unit rate as per sl no A.1 of rate schedule . No other payment such as minimum charges for carrier etc will be made. All arrangements including transport, labour and other T&P etc is in contractor's scope.
12.1.6
All the responsibilities specified in the contractor's scope for the materials received by road shall also be applicable mutatis-mutandis for all the consignments (incoming smalls) received from transporters godown/s.
12.2 outgoing materials/dispatches
12.2.1
For varying reasons many a times, project materials / BHEL assets are to be dispatched to other sites/locations.
12.2.2

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Chapter-XII: MATERIAL HANDLING AND MATERIAL MANAGEMENT OF MATERIAL COLLECTION/ DISPATCHES

Contractor shall identify, tag, pack and prepare gate passes for the materials to be dispatched. Materials shall be loaded onto the outgoing vehicles with due care and handed over to the transporter with clear goods receipt which shall be submitted with BHEL promptly. BHEL shall make arrangement for the transport vehicles at its own cost.
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12.2.3

Such materials which need to be brought to transporter's/railway godown for booking, arrangements shall be adopted as mentioned below:
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Contractor shall arrange suitable vehicle for transportation of materials /smalls from stores/storage yard/site to transporters godowns, identify, tag, pack and prepare gate passes for the materials to be dispatched. Materials shall be loaded onto the outgoing vehicle with due care and handed over to the transporter with clear goods receipt which shall be submitted with bhel promptly within the quoted rates.

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Chapter-XIII: PROGRESS OF WORK

(All the works mentioned hereunder shall be carried out within the accepted rate unless otherwise specified.)

13.1 Refer forms F -14 to F-18 of volume I D (Forms & Procedure) of volume –I Book-II. Plan and review will be done as per the formats.

13.2 The progress reports shall indicate the progress achieved against plan, indicating reasons for delays, if any. The report shall also give remedial actions which the contractor intends to make good the slippage or lost time so that further works can proceed as per the original plan the slippages do not accumulate and affect the overall programme.

13.3 It is the responsibility of the contractor to provide all relevant information on a regular basis regarding progress of work, labour availability, equipment deployment, testing, etc.

13.4 Contractor is required to draw mutually agreed monthly work programs in consultation with BHEL well in advance. Contractor shall ensure achievement of agreed program and shall also timely arrange additional resources considered necessary at no extra cost to BHEL.

13.5 Progress review meetings will be held at site during which actual progress during the week vis-a-vis scheduled program shall be discussed for actions to be taken for achieving targets. Contractor shall also present the program for subsequent week. The contractor shall constantly update / revise his work program to meet the overall requirement. All quality problems shall also be discussed during above review meetings. Necessary preventive and corrective action shall be discussed and decided upon in such review meetings and shall be implemented by the contractor in time bound manner so as to eliminate the cause of nonconformities.

13.6 The contractor shall submit daily, weekly and monthly progress reports, manpower reports, materials reports, consumables (gases / electrodes) report, cranes availability report and other reports as per Performa considered necessary by the Engineer. The periodicity of the reports will be decided by BHEL Engineer at site.

13.7 The contractor shall submit weekly / fortnightly / monthly statement report regarding consumption of all consumables for cost analysis purposes.

13.8 The contractor shall submit a report of any damage, shortage, discrepancy etc., every week detailing in this regard.

13.9 The manpower reports shall clearly indicate the manpower deployed, category wise specifying also the activities in which they are engaged.

13.10 The monthly report as a booklet shall be submitted at the end of every month and shall contain the following details :-

13.11 Progress photographs in colour.

13.12 Work progress in terms of tonnage, welding joints, radiography, stress relieving, etc., completed as relevant to the respective work areas against planned.

13.13 Site Organization chart of engineers & supervisors as on the last day of the month with further mobilization plan.

13.14 Category- wise man hours engaged during the previous month under the categories of fitters, welders, riggers, khalasis, gas-cutters, electricians, crane operations, store keepers, lab technicians, helpers, security etc. Data shall be split up under the work areas like material handling, verification, restacking, document maintenance etc.

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Chapter-XIII: PROGRESS OF WORK

13.15 Consumables report giving consumption of all types of gases and electrodes during the previous month.
13.16 Availability report of cranes.
13.17 Safety implementation report in the format.
13.18 Status of updation of details in MM Package / SCMS package of BHEL.
13.19 Any other inputs required from BHEL for activities planned during the subsequent month.
13.20 Tenderers have to furnish a list of Tools and Plants including cranes, Tractor / Trailers etc., which they propose to deploy for this work.
13.21 during the course of material Handling if the progress is found unsatisfactory or the materials are not unloaded in time without any delay or in the opinion of BHEL, if it is found that the skilled workmen like Riggers, operators, technicians and Helpers employed are not sufficient, BHEL will induct required additional workmen to improve the progress and recover them from contractor's bill, all charges incurred on this account including all expenses together with BHEL overheads.
13.22 The contractor shall submit weekly / fortnightly / monthly statement report regarding consumption of all consumables for cost analysis purposes.
13.23 The manpower reports shall clearly indicate the manpower deployed, category wise specifying also the activities in which they are engaged.
13.24 The contractor shall submit a report of any damage, shortage, discrepancy etc., every week detailing in this regard.

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Chapter-XIV : BILL OF QUANTITIES AND % WEIGHTAGE OF INDIVIDUAL ITEMS

Annexure AA: Schedule of Rates and Bill of Quantities (BOQ) (Price Break-Up of Price bid)				
JOB: Material Handling & Management for Pre-fabricated Structure Steel, and Structural Steel, And unit supply's at 3X800 MW PVUNL PATRATU STPP, RAMGARH (JHARKHAND)				
Sl. No.	Description			
Sl no	Description of item	Quantity	UNIT	Allocated % of TOTAL PRICE of Section (A1 + B)
Section A1				
A.1	Material Handling and Material Management for Materials received through Trucks/Trailers at Project Site	50000	MT	59.45%
Sub Total A1 =				59.45%
Section B				
B.1	Pick & Carry Crane 23 MT	30	MONTHS	23.72%
B.2	Crawler Crane / Tyre Mounted Crane (With telescopic boom, Hydraulic operated with turret function)-40 MT	15	MONTHS	16.83%
Sub Total Section B =				40.55%
Grand Total of Section A1 + B =				100.00%

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

Instructions to the Bidders

- Bidders shall quote Total Lump-sum Price for the entire scope of work of Pkg A (Unit 4) in Rupees in VOL II PRICE BID at BHEL E-procurement Portal.** Any other entry elsewhere in the offer of the bidder shall be treated as Null and Void.

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Chapter-XIV : BILL OF QUANTITIES AND % WEIGHTAGE OF INDIVIDUAL ITEMS

2. Grand Total Lump-sum Price quoted by the bidder shall be multiplied by respective Weightages / Factor 'X' of individual items, rounding off to two decimal places , to derive Unit Rate.
3. Based on the quantities of individual item and the item rates/Unit Rates arrived in SI No 2 above, the total amount for individual items shall be derived. Total amount thus derived shall be rounded off to two decimal places.
4. **Grand Total amount for the work shall be derived by BHEL by summing up respective total amounts rounding off to zero.**
5. **Bidders to note that this, is an item rate contract . Payment shall be made for the actual quantities of work executed at the unit rate arrived at as per SI No.2 above.**

For the convenience of bidders, BHEL has issued an excel sheet "Excel Sheet For Calculation Purpose Only' with all the requisite formulae as described above. ***However the referred excel sheet shall not form part of contract document. Further, this sheet should not be uploaded at the e-Portal.***