

E-TENDER SPECIFICATION

No. BHE/PW/PUR/NTPRT-MMS-4/3285

Scope of Work: Balance work of the Material management services for 3x800 MW PVUNL Patratu Project.

VOLUME I - TECHNICAL BID

THIS TENDER SPECIFICATION CONSISTS OF:

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



CONTENTS		
Volume No	Description	Hosted in website bhel.com (Briefly) and detailed in BHEL e-Procurement Portal as files titled
NIL	Tender Specification Issue Details	(Part of <u>Vol-IA-3285</u>)
NIL	Notice Inviting Tender	(Part of <u>Vol-IA-3285</u>)
I-A	Technical Conditions of Contract	Vol-I-A-3285
I-B	Special Conditions of Contract	Vol-I-BCD-3285
I-C	General Conditions of Contract	(Part of Vol-I-BCD-3285)
I-D	Forms & Procedures	(Part of Vol-I-BCD-3285)
II	Price Bid Specification as specified in E-Procurement Portal	Volume-II-Price Bid-3285

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

E-TENDER SPECIFICATION

No. BHE/PW/PUR/NTPRT-MMS-4/3285

Scope of Work: Balance work of the Material management services for 3x800 MW PVUNL Patratu Project.

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:

3285

NOTICE INVITING TENDER

Bharat Heavy Electricals Limited



Date: 27-08-2026

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-4/3285	
ii	Broad Scope of job	Balance work of the Material management services for 3x800 MW PVUNL Patratu Project.	
iii	DETAILS OF TENDER DOCUMENT		
A	Volume-IA	Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc.	Applicable
B	Volume-IB	Special Conditions of Contract (SCC)	Applicable
C	Volume-IC	General Conditions of Contract (GCC)	Applicable
D	Volume-ID	Forms and Procedures	Applicable
E	Volume-IE	Technical Annexures	Applicable
F	Volume-II	Price Schedule (Absolute value).	Applicable
iv	Issue of Tender Documents	Tender documents will be available for downloading from BHEL website (www.bhel.com) or e-procurement portal (https://eprocurebhel.co.in) as per schedule below: Start: 27/08/2026, Time :10:45 Hrs Closes: 07/09/2026, Time: 13:00 Hrs Brief information of the tenders shall also be available at central public procurement portal. (https://eprocure.gov.in/epublish/app)	Applicable
v	DUE DATE & TIME OF OFFER SUBMISSION	Date: 07/09/2026, Time :13:00 Hrs The bidder should submit their offer online only in e-	Applicable

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S No.	ISSUE	DESCRIPTION	
		Procurement portal at https://eprocurebhel.co.in <u>Bidders are requested to upload their offer well in advance in order to avoid last minute congestion at this website.</u> Hard copy bid or bids through E-mail / fax shall not be accepted.	
vi	OPENING OF TENDER (Techno-Commercial Bid)	Date: 07/09/2026, Time: 17:00 Hrs Notes: (1) In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day. (2) Bidder may depute representative to witness the opening of tender. For e-Tender, Bidder may witness the opening of tender through e-Procurement portal only.	Applicable
vii	EMD AMOUNT	Rs. 2,00,000/- (Rupees Two Lakhs Only) 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	Applicable
viii	COST OF TENDER	NIL	Not Applicable
ix	LAST DATE FOR SEEKING CLARIFICATION	One day before due date of offer submission. Along with soft version also, addressing to undersigned & to others as per contact address given below: 1) Name: Biraj Roy Designation: Sr.Manager Deptt: Purchase Address: Floor no. 5 & 6,Shree Mohini Complex, 345 Kingsway, Nagpur-440001 Mobile-9587886706 Email : biraj@bhel.in 2) Name: Varun Vaidya Designation: Manager Deptt: Purchase Address: Floor no. 5 & 6,Shree Mohini Complex, 345 Kingsway, Nagpur-440001 Mobile-9792334127 Email : vvaidya@bhel.in 3) Mr. VK Arya Designation: GM	Applicable

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S No.	ISSUE	DESCRIPTION	
		Deptt: Purchase Address: Floor no. 5 & 6, Shree Mohini Complex, 345 Kingsway, Nagpur-440001 Email: vkarya@bhel.in	
x	SCHEDULE OF Pre Bid Discussion (PBD)	---	Not Applicable
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	1) Dr. Sarat Kumar Acharya, Ex-CMD, NLC 2) Shri R. Mukundan, IRPS (Retd.) 3) Shri Madan Lal Meena, IAS (Retd.)	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), & 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

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considered. Also, uploading of the price bid in prequalification bid or technical bid may **RESULT IN REJECTION** of the tender.

Digital Signing of e-Tender

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

The Requirement:

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

BHEL has finalized the e-procurement service Provider:-
NIC PORTAL (<https://eprocurebhel.co.in>)

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

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

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

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

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

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	PART-II	
	PRICE BID consisting of the following shall be enclosed	
	ENVELOPE-III superscribed as: PART-II (PRICE BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:	
	CONTAINING THE FOLLOWING	
i	Covering letter/Offer forwarding letter of Tenderer enclosed in Part-I	
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 'TURNOVER', as per the following:

- 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 last Month preceding the month corresponding to the 'latest date of bid submission', in the following manner -

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(Note: For example, if latest bid submission is in Jan 2026, then the 'load' shall be calculated up to and inclusive of Dec 2025)

Total number of LOAs in hand = Load (P)

Where 'P' is the sum of all LOAs under execution with BHEL Regions as on the cut off month defined above, excepting LOAs which are on Long Hold, or yet to start, or whose evaluation has been completed upto last month preceding the month corresponding to the 'latest date of bid submission'.

For example, if latest bid submission is in Jan 2026, then the

- i) LOA with start date in Dec-2025 shall be considered in Load.
- ii) LOA with finish date in Dec-2025 shall not be considered in Load.

- 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 2nd 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 2026, then the 'performance' shall be assessed for a 6 months' period up to and inclusive of Nov 2025 (i.e. from June 2025 to Nov 2025), 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 P₃, etc. for the tendered scope. Now calculate cumulative total months 'T_T' for total similar Packages 'P_T' for all Regions (i.e. T_T = T₁ + T₂ + T₃ + T₄ + .. T_N)

- c) Sum 'S₁' of 'Monthly Performance Evaluation' Scores (S₁₋₁, S₁₋₂, S₁₋₃, S₁₋₄, S₁₋₅.... S_{1-T₁}) for similar package P₁, for the 'period of assessment' 'T₁' (i.e. S₁ = S₁₋₁ + S₁₋₂ + S₁₋₃ + S₁₋₄ + S₁₋₅ + ... S_{1-T₁}). Similarly, S₂ for package P₂ for period T₂, S₃ for package P₃ for period T₃ etc. for the tendered scope for all Regions. Now calculate cumulative sum 'S_T' of 'Monthly Performance Evaluation' Scores for total similar Packages 'P_T' for all Regions (i.e. 'S_T' = S₁ + S₂ + S₃ + S₄ + S₅ + ... S_N.)
- d) **Overall Performance Rating 'R_{BHEL}' for the Similar Package/Packages** (under execution/ executed during the 'Period of Assessment') in all the Power Sector Regions of BHEL

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

= -----

Aggregate of months for each of the similar packages for which performance

should have been evaluated in all the Regions

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)

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

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

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

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

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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 and < 62	NA
2	≥ 62	0.45

- 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 LOAs for which a vendor is eligible, considering the performance scores of similar packages, as below:

Max number of-LOA $P_{Max} = (R_{BHEL} - 60)$ 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 $R_{BHEL} \geq 60$ and < 62 , $P_{Max} = '5'$

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, the contractor shall be considered disqualified for ongoing tender(s) of BHEL, in case contractor fails to obtain an overall average score of 6 or more than 6 (six) (in the scaled down scores of HSEPES) out of 10 considered for Performance Rating as per sl no II (ii), in a period of '6 months preceding and including the cut-off month'. The period of '6 months preceding and including the cut-off month' can be extended to 12 months and further to 24 months, to account for 'performance scores' for at least 6 'package months'. 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 'TURNOVER':

If the 'value of contracts in hand' across all PS Regions by a contractor is less than the product of "maximum of 'annual average turnover for last 3 years' or 'latest FY turnover' of the Contractor and multiplying factor", then such bidder shall be considered qualified on 'Annual Average Turnover basis'. The 'value of contracts

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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 Turnover)
1	<60	0
2	≥ 60 and ≤ 62	1.0
3	> 62 and ≤ 65	1.5
4	> 65 and ≤ 70	2.0
5	> 70 and ≤ 75	2.5
6	> 75 and ≤ 80	3.0
7	> 80	3.5

'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, 'Consortium Partner' shall be considered qualified based on only 'Overall Performance Rating ≥ 60 ' (they will be regarded pre-qualified on other 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.

- 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	iii). Others (Elect. and C&I)	iii). ESP
	iv). Electrical Enabling Works	

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foundations iv). Structural Steel Fabrication & Erection v). Chimney vi). Cooling Tower vii). Others (Civil)		iv). LP Piping v). Steam Turbine Generator set & Aux vi). Gas Turbine Generator set & Aux vii). Hydro Turbine Generator set & Aux viii). Turbo Blower (including Steam Turbine) ix). Material Management x). FGD xi). ACC xii). Others (Mechanical)
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- 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 LOA from BHEL. The “FIRST TIMER” tag shall remain till completion of all the contracts against which vendor has been tagged as First Timer or availability of 6 evaluation scores within last 24 months preceding and including the Cut-off month in the online BHEL system for contractor performance evaluation in BHEL PS Regions.

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

After removal of ‘FIRST TIMER’ tag, the Bidder shall be considered ‘QUALIFIED’ for the future tenders subject to satisfying all tender conditions including ‘Assessment of Capacity of Bidders’. However, in case any evaluation scores are available in the last 24 months preceding and including the Cut-off month for a ‘First Timer’, the bidder shall be considered qualified only if the average of the available evaluation scores being ≥ 60 and qualified on other parameters i.e Load, HSE and Turnover.

- 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’, excluding the bidders disqualified on basis

of HSE (as per Sl. No. III (b)), and for this, procedure described in following four 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'.
- d) If even after using option "a", "b" and "c" the number of qualified bidders remains less than four, remaining bidders shall be "listed" as per their descending order of Overall Performance Rating (R_{BHEL}) or average of available performance scores for "First timer" bidders upto and including the Cut Off month.

Bidders as per option "a", "b", "c" and additional top bidders as "listed" above shall be considered qualified against criteria of 'Assessment of Capacity of Bidders' to make the total numbers of qualified bidders as four.

In case, from the "listed" bidders, more than 1 "listed" bidder are having the same average performance score, then all such bidders shall be considered.

Example-

If 3 bidders are considered from "a", "b" and "c".

From remaining "listed" bidders, 3 top bidders have same average performance scores. Then all 3 "listed" bidders shall be considered.

Note:- In case, the number of bidders qualified against Technical and Financial Qualification criteria itself is less than four, then all bidders 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/ Turbo Blower Packages
 - b. Up to Steam Blowing in case of Boiler/ ESP/ Piping Packages
 - c. Up to Synchronization in all Balance Packages
- 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.

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

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

15.0 Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), **if applicable**, along with techno-commercial bid. This pact shall be considered as a

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preliminary qualification for further participation. The names and other details of Independent External Monitor (IEM) for the subject tender is as given at point (1) above.

“Integrity Pact (IP)”

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

Sl. No.	IEM	Email
1.	Dr. Sarat Kumar Acharya, Ex-CMD, NLC	iem1@bhel.in
2.	Shri R. Mukundan, IRPS (Retd.)	iem2@bhel.in
3.	Shri Madan Lal Meena, IAS (Retd.)	iem3@bhel.in

- (b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

- (c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

Note:

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

Details of contact person(s):

Name:	Sh VK Arya /GM(Purchase)	Biraj Roy/ Sr.Manager (Purchase)
Dept:	Purchase Department	
Address:	Floor No. 5 & 6, Shreemohini Complex, 345 Kingsway, Nagpur-440001	
Email:	vkarya@bhel.in	biraj@bhel.in
Phone:	9587886706	

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.

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

19.0 **Reverse Auction:** Applicable. “BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com (<https://www.bhel.com/guidelines-reverse-auction-2024>)).” for this tender. RA shall be conducted among all the techno-commercially qualified bidders.

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

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

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

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

23.0 Consortium Bidding (or Technical Tie up) 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 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/ consortium bidders",

- consortium bids will be rejected
- 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 the scope of work of 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 unless otherwise specifically mentioned elsewhere.

Execution for the scope of work of consortium partner shall mean:

- i. Achievement of physical Quantities as per respective PQRs in respect of Material Management

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.

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- 26.0 The consultant / firm (and any of its affiliates) shall not be eligible to participate in tender(s) for the related works or services for the same project, if they were engaged for the consultancy services.
- 27.0 Guidelines/rules in respect of Suspension of Business dealings, Vendor evaluation format, Quality, Safety & HSE guidelines, Experience Certificate, etc. may undergo change from time to time and the latest one shall be followed. The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' is available on www.bhel.com on "supplier registration page".
- 28.0 The offers of the bidders who are on the banned/ hold list and also the offer of the bidders, who engage the services of the banned/ hold firms, shall be rejected. The list of **banned/ hold firms** is available on BHEL web site www.bhel.com.

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

28.1.1 Commitment by BHEL:

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

28.1.2 Commitment by Bidder/ Supplier/ Contractor:

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

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

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

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

Type under MSE	SC/ST owned	Women owned	Others (excluding SC/ ST & Women 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~~

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~~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 **19.07.2024** issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.

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

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of this Clause shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).
- II. “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. “Bidder from a country which shares a land border with India” for the purpose of this Clause means: -
 - a. An entity incorporated established or registered in such a country; or
 - b. A subsidiary of an entity incorporated established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV. The beneficial owner for the purpose of (III) above will be as under:
 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

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person, has a controlling ownership interest or who exercises control through other means.

Explanation

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

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

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

Note:

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

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

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

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.

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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 Grievance Redressal Mechanism: To promote transparency and ensure fair treatment of all bidders, a structured Grievance Redressal Mechanism is in place to address any concerns or issues arising during the tendering process.

Suppliers/Contractors are requested to follow the below escalation process for grievance resolution:

1. First Level: Any grievance should initially be addressed to the designated Dealing Officer, whose contact details are provided in the Notice Inviting Tender (NIT).
2. Second Level: If the issue remains unresolved, it may be escalated by lodging a formal grievance through the SUVIDHA Portal: <https://suvidha.bhel.in/suvidha/>. Responses will be provided in accordance with the defined escalation matrix.”

36.0 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)

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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
- 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.**
- 13.0** Annexure-13 Declaration/Undertaking regarding Conflict of Interest among Bidders

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ANNEXURE-1

PRE QUALIFYING CRITERIA

E-Tender Spec No: BHE/PW/PUR/NTPRT-MMS-4/3285	
JOB	Balance work of the Material management services for 3x800 MW PVUNL Patratu Project.

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)	Applicable	
B	<u>Technical PQR</u> B.2 Bidder must have, achieved/Executed any one of the following (i.e. B.2.1 or B.2.2 or B.2.3 or B.2.4 or B.2.5 or B.2.6) in last Ten years as on the latest date of offer Submission: B.2.1) Bidder should have executed Material unloading of at least 5240 MT in a single work order of unit rating of 190 MW or above in Thermal/Nuclear Power Project. OR B.2.2) Bidder should have executed Material unloading of at least 15720 MT in a single work order in any Power Plant/ Industrial / Infrastructure project. OR B.2.3) Bidder should have executed *Material Handling work of at least 7860 MT in a single work order in any Power Plant/ Industrial / Infrastructure project. OR B.2.4) Bidder should have executed *Material Handling work of at least 8384 MT in a Single Work Order within a period of 12 consecutive months in any Power Plant/ Industrial / Infrastructure project.	Applicable	

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	OR B.2.5) Bidder should have executed *Material Handling work of at least 12576 MT in Two Work Orders cumulatively within a common period of 12 consecutive months in any Power Plant/ Industrial /Infrastructure project. OR B.2.6) Bidder should have executed One Erection & Commissioning work of complete Boiler Consisting of “Pressure Parts” and “Structure” of the same unit as standalone Bidder (i.e. without any consortium) of unit rating 190MW or above” in a single Work Order in Thermal Power Project. Note: Material & Material handling definition as referred above in B2 clause shall be as under. i) Material’ shall mean Plant Materials (i.e. ‘Power Plant’/ ‘Industrial’ Equipment/ components). Handling Quantities/weight of Reinforcement steel / bar, Scrap, Cement bags, Sacks, Coal, Chemical, Oil, Sand and all kind of minerals shall be excluded for evaluation of PQR. ii) Material Handling shall mean unloading of materials including storage. This shall be applicable for criteria B.2.3, B.2.4 & B.2.5 above. Storage means preservation/issue/custody of the material shall be in vendor scope irrespective of the ownership of storage yard/ shed. iii) Work Orders exclusively for handling of Reinforcement steel/bar, un-fabricated Structural Steel like sheet, plates, coils and rolled section, Scrap, Cement bags, Sacks, Packages, Coal, Chemical, Oil, Sand and all kind of minerals or any combination thereof shall not be considered.		
C-1	FINANCIAL TURNOVER Bidders must have achieved an average annual financial turnover (audited) of ₹ 89 Lakhs or more over last three Financial Years (FY) i.e. ‘2022-23 ,2023-24 & 2024-25’	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	

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C-3	PROFIT Bidder must have earned profit in any one of the Five Financial Years as applicable in the last Five Financial Years (“2020-21, 2021-22, 2022-23, 2023-24 & 2024-25’ as on date)”. Bidders to submit audited Balance sheet and Profit & Loss statement for the years as supporting documents.	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	
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	Applicable	

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

Explanatory Notes for PQR B.1 (Technical)

1. The evaluation currency for this tender shall be INR.
2. For the criteria (B.1), actual executed value shall be considered.
3. Value of work is to be updated with indices for "All India Avg. Consumer Price index for industrial workers" and "Monthly Whole Sale Price Index for All Commodities" with base month as per last month of work execution and indexed up to three (3) months prior to the month of latest due date of bid submission as per following formula-

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

Where

P = Updated value of work

R = Value of executed work

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

X₀ = All India Avg. Consumer Price index for industrial workers for last month of work execution

Y_N = Monthly Whole Sale Price Index for All Commodities for three months prior to the month of latest due date of bid submission (e.g. If latest bid submission date is 02-Mar-17, then

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bid submission month shall be reckoned as March'17 and index for Dec'2016 shall be considered).

Y_0 = Monthly Whole Sale Price Index for All Commodities for last month of work execution

Explanatory Notes for Technical Criteria (B2):

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

Explanatory Notes for PQR -C (Financial):

C-1:

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

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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 **Five** financial years as applicable in the last **Five** financial years as furnished for 'C-1' above.

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

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).
 - 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.

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5. Following shall be complied with in case of consortium:
- a. The Prime Bidder and Consortium Partner(s) are required to enter in to a consortium agreement and certify to BHEL regarding existence and validity of their consortium agreement in line with validity period mentioned in NIT.
 - b. Prime Bidder and Consortium partners shall be approved by Customer for being considered for the tender (applicable if customer approval is required).
 - c. Number of partners including prime Bidder shall be NOT more than 3 (three).
 - d. Prime Bidder alone shall necessarily comply with “B1 Technical Criteria” except for mechanical package where B1 criteria is not applicable.
 - e. Prime Bidder and Consortium Partner shall together comply with the ‘Pre-Qualification Requirements’ specified for the respective category of technical requirement as per “B2 technical criteria”.
 - f. Prime Bidder shall comply with all other Pre Qualifying criteria for the Tender unless otherwise specified.
 - g. All other conditions shall be read in conjunction with clause no 23.0 of NIT.
 - h. Prime Bidder shall be the Bidder who has a major share of work.
 - i. Prime Bidder shall be responsible for the overall execution of the Contract.
 - j. Performance shall be evaluated for Prime Bidder and the Consortium partner for their respective scope of work.
 - k. In case the Consortium partner backs out, another consortium partner meeting the QRs, has to be engaged by Prime Bidder and if not, the respective work will be withdrawn and executed on risk and cost basis of the prime bidder.
 - l. In case Prime Bidder withdraws or insolvency / liquidation / winding up proceedings have been initiated / admitted against the Prime Bidder, BHEL reserves the right to cancel, terminate or short close the contract or take any other action to safeguard BHEL’s interest in the Project / Contract. This action will be without prejudice to any other action that BHEL can take under Law and the Contract to safeguard interests of BHEL
 - m. After successful execution of one work with a consortium partner under direct orders of BHEL, the Prime Bidder shall be eligible for becoming a ‘standalone’ bidder for works similar to that for which consortium partner was engaged, for subsequent tenders.
 - n. The Consortium partner shall submit SD equivalent to 1% of the total contract value in addition to the SD to be submitted by the Prime Bidder for the total contract value.

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

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

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Format-1

Certificate for relationship between Parent Company / Subsidiary Company and the bidder

To,

.....

.....

Dear Sir,

Sub: Bid for NIT Nodated..... for "....." (name of the tender).

We hereby certify that M/s..... is Parent Company/ Subsidiary Company of M/s.....(the bidder) and details of equity holding of the Parent Company in Subsidiary Company as on(not earlier than seven days prior to the Bid Submission Date) are given as below:

Name of Parent Company	Name of Subsidiary Company	Percentage of Equity Holding of Parent Company in Subsidiary Company

(Insert Name and Signature of Statutory Auditor or practicing Company Secretary of the Bidder)

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Format-2

Undertaking from the Parent Company/ Subsidiary Company of the bidder

(On the Letter Head of Parent Company/ Subsidiary Company, as applicable)

From,
Name:
Full Address:

Telephone No.:
E-mail address:
Fax/No.:

To,

Dear Sir,

We refer to the NIT No dated..... for "....." (name of the Tender).

"We have carefully read and examined in detail the NIT/Tender Terms and Conditions, including in particular, Clause of the NIT/Tender, regarding submission of an Undertaking, as per the prescribed Format 1 of the NIT/ Tender.

We confirm that M/s.....(the Bidder) has been authorized by us to use our Technical capability for meeting the Technical Criteria as specified in Clause.....of the PQR of the NIT/Tender referred above.

We agree to submit the Security Deposit equivalent to 1% of the total contract value in addition to Security Deposit to be submitted by Bidder as per Clause.....of the NIT/Tender for fulfillment of all obligations in terms of provisions of the contract, in the event of(the Bidder) being selected as the Successful Bidder.

We confirm that we along with M/s.....(the bidder), are jointly or severally responsible for successful performance of the contract.

We confirm that our company shall not participate in the above tender as a 'Standalone Bidder' or as a 'Consortium bidder' and also shall not authorize any other bidder to use our Technical capability for the above tender.

All the terms used herein but not defined, shall have the meaning as ascribed to the said terms under the referred NIT/Tender.

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

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[ANNEXURE-2](#)

CHECK LIST

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

1	Name and Address of the Tenderer		
2	Details about type of the Firm/Company		
3.a	Details of Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
3.b	Details of alternate Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
4	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

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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
28	Annexure-13 Declaration/Undertaking regarding Conflict of Interest among Bidders	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:
1 Rs Lacs
2. ~~For Service Enterprises:~~ Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the ~~MSMED~~ Act, 2006:
2 Rs Lacs
3. ~~For Enterprises~~ (having EM-II Certificate/ valid NSIC Certificate or Udyog Aadhar Memorandum): Investment in plant and machinery or equipment is Rs. Lacs and turnover is Rs. Lacs (as notified in MSME notification no. S.O. 2119 (E) dated 26.06.2020)
4. ~~For Enterprises~~ (having EM-II Certificate/ valid NSIC Certificate or Udyog Aadhar Memorandum): Investment in plant and machinery or equipment is Rs. Lacs and turnover is Rs. Lacs (as notified in MSME notification no. S.O. 2119 (E) dated 26.06.2020)
- 3 (Strike off whichever is not applicable)
- 4
The above investment of Rs Lacs is within permissible limit of
5 Rs Lacs for
..... Micro / Small / Medium (Strike off which is not applicable)
6 Category under MSMED Act 2006.
- 7 Or
- 8 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.
- 9 Or
- 10 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.
- 11 Date:

(Signature)

Name:

Membership Number:

Seal of the Chartered Accountant

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-4/3285} 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-4/3285} 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:

ANNEXURE-7

INTEGRITY PACT

Between

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi - 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

_____, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, contract(s) for

"E-Tender Spec No: BHE/PW/PUR/NTPRT-MMS-4/3285 for Job: Balance work of the Material management services for 3x800 MW PVUNL Patratu Project." (hereinafter referred to as "Contract"). The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint panel of Independent External Monitor(s) (IEMs), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

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-
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption.—The Bidder(s)/ Contractor(s) commits himself to observe the following principles during participation in the tender process and during the contract execution.
- 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. 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.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) 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.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and shall await their decision in the matter.

Section 3 - Disqualification from tender process and exclusion from future contracts

.....
If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process, terminate the contract, if already awarded, exclude from future business dealings and/ or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 4 - Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder (s) from the tender process before award / order acceptance according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal is entitled to terminate the Contract according to Section 3, or terminates the Contract in application of Section 3 above , the Bidder(s)/ Contractor (s) transgression through a violation of Section 2 above shall be construed breach of contract and the Principal shall be-entitled to demand and recover from the Contractor an amount equal to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee , whichever is higher, as damages, in addition to and without prejudice to its right to demand and recover compensation for any other loss or damages specified elsewhere in the contract.

Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) years (to be reckoned from date of bid submission) with any other company in any country conforming to the anti-corruption approach in India that could justify his exclusion from the tender process. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason or action can be taken as per the separate "Guidelines on Suspension of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 6 - Equal treatment of all Bidder (s)/ Contractor (s) / Sub-contractor (s)

- 6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.
- 6.2 In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of Sub-contracting, the Principal Contractor shall be solely responsible for the adherence to the provisions of IP by the sub-contractor(s).
- 6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity Pact or violate its provisions.

Section 7 - Criminal Charges against violating Bidders/ Contractors /Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 -Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact on receipt of any complaint by them from the bidder(s).
- 8.2 The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as /Top Secret are not to be disclosed.
- 8.4 The Principal will provide to the IEMs sufficient information about all meetings among the parties related to the Contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEMs the option to participate in such meetings.
- 8.5 The role of IEM is advisory and the advice of IEM is non- binding on the Organization. However, as IEMs are invariably persons with rich experience who have retired as senior functionaries of the government, their advice would help in proper implementation of the IP.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of the tendering process, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an examination, and submit their joint recommendations to the Management. In case the full panel is not available due to some unavoidable reasons, the available IEM(s) will conduct examination of the complaints. Consent of the IEM(s), who may not be available, shall be taken on record.
- 8.7 The IEMs shall examine all the representations/grievances/ complaints received by them from the bidders or their authorized representative related to any discrimination on account of lack of fair play in modes of procurement and bidding systems, tendering method, eligibility conditions, bid evaluation criteria, commercial terms & conditions, choice of technology/ specifications etc.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.
- 8.9 IEMs should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.

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- 8.10 If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code / Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs.
- 8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.
- 8.13 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 9.2 If any claim is made/ lodged during currency of this Integrity Pact, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

- 10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.
- 10.2 Changes and supplements as well as termination notices need to be made in writing.
- 10.3 If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.
- 10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.

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- 10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. If required, the Principal may adopt any mediation rules for this purpose. However, not more than five meetings shall be held for a particular dispute resolution. The fees/expenses on dispute resolution shall be equally shared by both the parties. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as per the terms & conditions of the Contract.

For & On behalf of the Principal
Bidder/ Contractor
(Office Seal)
(Office Seal)

Place _____
Date _____

Witness: _____
Witness: _____
(Name & Address) _____

For & On behalf of the

(Name & Address)

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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-4/3285

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: _____

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-4/3285

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-4/3285,

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:

Sr.Manager Purchase, Email: biraj@bhel.in, Mob: 9587886706

Manager /Purchase, email: vaidya@bhel.in,

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

1. Refer the abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' which is available at 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. 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.

Treatment of cases regarding conflict of interest:

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

- i) If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly;
- ii) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;
- iii) Procurement of goods directly from the manufacturers/ suppliers shall be preferred. However, if the OEM/ Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorised distributor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate.
- iv) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.

The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines

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5. 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."
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. The clause 2.7.9.1 below is added under the heading "Rights of BHEL" of General Conditions of Contract Volume-IC GCC:~~

~~2.7.9.1 Provision of Penalty in case of slippage of Intermediate Milestones:~~

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

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

8. 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”.

9. 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-2024>) 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: -

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1. *In case of enquiry through e-procurement the sealed electronic price bid (e-bid) is to be treated as sealed envelope price bid.*
2. *Reverse Auction will be conducted if two or more bidders are techno-commercially qualified.*
3. *Wherever RA is opted in a tender, the techno-commercially qualified H1 will not be allowed to participate in RA. In case more than one H1 bidder quote the same rate, the Price Offer received last, as per the time log of the Portal, shall be removed first, on the principle of last in, first out by the system.*
4. *However, H1 will be allowed to participate in RA in the following cases:*
 - a) *If number of techno-commercially qualified bidders are only 2 or 3.*
 - b) *In case Primary product of only one OEM is left in contention for participation in RA on elimination of H1.*
 - c) *For cases where there are more than 3 techno-commercially qualified bidders, if lowest bidder in sealed price bid is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE lowest bidder.*
 - d) *For cases where there are more than 3 techno-commercially qualified bidders, if lowest bidder in sealed price bid is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII lowest bidder.*
10. 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.
11. **Bidders kindly to take note that EMD (Earnest Money Deposit) shall be furnished by MSE bidders as well, as per the amount and procedure indicated in the NIT/GCC.**
12. **OVER RUN COMPENSATION Clause no. 2.12 of Vol I C GCC is amended as: Applicable for Section A & Not applicable for Section B (Cranes) & C (Menial & Secretarial Services) of Schedule of Rates & Quantities.**
13. **Clause no. 2.24 of GCC PERFORMANCE GUARANTEE FOR WORKMANSHIP: Shall not be applicable**
14. **Clause 2.27 LIMITATION ON LIABILITY of General Conditions of contract for services/works has been amended as below:**

“Notwithstanding anything to the contrary in this Contract or LOA or Work Order or any other mutually agreed document between the parties, the maximum liability, for

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damages, of the contractor, its servants or agents, shall under no circumstances exceed an amount equal to the Price of the Contract or the Work Order. Neither party shall be liable to the other for any indirect or consequential loss or damage, including but not limited to loss of use, loss of profits, or loss of contracts, or special, punitive, exemplary losses whatsoever, arising out of or in connection with this contract.

This shall not be applicable on the recoveries made by Customer from BHEL on account of Contractor, any other type of recoveries for workmanship, material, T&P etc. due from the contractor.”

This shall be the part of General Conditions of Contract for this tender.

15. PRICE VARIATION COMPENSATION Clause no. 2.17 of Vol I C GCC is amended as below:

Applicable for Section A & Not applicable for Section B (Cranes) & C (Menial & Secretarial Services) of Schedule of Rates & Quantities. PVC Calculation shall be as below:

2.17 PRICE VARIATION COMPENSATION

2.17.1 In order to take care of variation in cost of execution of work on either side, due to variation in the index of LABOUR, HIGH SPEED DIESEL OIL, WELDING ROD, CEMENT, STEEL, MATERIALS, Price Variation Formula as described herein shall be applicable

2.17.2 85% component of Contract Value shall be considered for PVC calculations and remaining 15% shall be treated as fixed component. The basis for calculation of price variation in each category, their component, Base Index, shall be as under:

SL NO	CATEGORY	INDEX/ AVERAGE MINIMUM WAGE	PERCENTAGE COMPONENT ('K')				
			CIVIL PACKAGES (See Note A/B/C)			MECHANICAL PACKAGES	Electrical , C&I Material Managem ent/ Handling and other labour oriented packages
			A	B	C		
i)	LABOUR (ALL CATEGORIES)	(a) 'MONTHLY ALL-INDIA AVERAGE CONSUMER PRICE INDEX NUMBERS FOR INDUSTRIAL WORKERS' published by Labour Bureau, Ministry of Labour and Employment, Government of India. (50% weightage out of component 'K') (Website:	40	25	30	65	80

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		labourbureau.nic.in)					
		(b) Arithmetical average of minimum wages of Unskilled, Semi-skilled, Skilled and Highly skilled workers as applicable at project site location (50% weightage out of component 'K')					
ii)	HIGH SPEED DIESEL OIL	Name of Commodity: HIGH SPEED DIESEL (HSD) Commodity Code: 1202010005 (See Note E)	5	3	5	5	5
iii)	WELDING ROD	Name of Commodity: MANUFACTURE OF BASIC METALS Commodity Code: 1314000000 (See Note E)				15	
iv)	CEMENT	Name of Commodity: ORDINARY PORTLAND CEMENT (OPC) Commodity Code: 1313050003 (See Note E)		20	30		
v)	STEEL (Structural and Reinforcement Steel)	Name of Commodity: BARS AND RODS OF MILD STEEL Commodity Code: 1314010014 (See Note E)		25			
vi)	ALL OTHER MATERIALS (Other than Cement & Steel)	Name of Commodity: ALL COMMODITIES Commodity Code: 1000000000 (See Note E)	40	12	20		

Note: A) Cement & Steel: Free Issue (BHEL Scope)

B) Cement & Steel: In Contractor Scope

C) Cement in Contractor Scope, and Steel is Free Issue (BHEL Scope)

D) For Composite packages (i.e. Civil+Mechanical+Electrical and/or C&I or Civil+Mechanical or Mechanical+Electrical and/or C&I), the COMPONENT ('K') for various categories shall be as per respective packages as above.

E) As per the 'MONTHLY WHOLE SALE PRICE INDEX' for the respective Commodity and Type, published by Office of Economic Adviser, Ministry of Commerce and Industry, Government of India. (Website: <https://eaindustry.nic.in>). Revisions in the index or commodity will be re-adjusted accordingly.

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2.17.3 #

2.17.4 Payment/recovery due to variation in index shall be determined on the basis of the following notional formula in respect of the identified COMPONENT ('K') viz LABOUR, HIGH SPEED DIESEL OIL, WELDING ROD, CEMENT, STEEL, MATERIALS.

$$P = K \times R \times \frac{(X_N - X_o)}{X_o}$$

Where,

- P = Amount to be paid/recovered due to variation in the Index for Labour, High Speed Diesel Oil, Welding Rod, Cement, Steel and Materials
- K = Percentage COMPONENT ('K') applicable for Labour, High Speed Diesel Oil, Welding Rod, Cement, Steel and Materials
- R = Value of work done for the billing month (Excluding Taxes and Duties if payable extra)
- X_N = Revised Index for "Labour, High Speed Diesel Oil, Welding Rod, Cement, Steel and Materials" for the billing month under consideration
- X_o = Index for Labour, Average Minimum Wages for Labour, Index for High Speed Diesel Oil, Welding Rod, Cement, Steel and Materials as on the Base date

2.17.5 PVC shall not be payable for the ORC amount, Supplementary/Additional Items, Extra works. However, PVC will be payable for items executed under quantity variation of BOQ items under originally awarded contract.

2.17.6 Base date shall be calendar month of the 'last date of submission of Tender'.

2.17.7 The contractor shall furnish necessary monthly bulletins in support of the requisite indices from the relevant websites along with his Bills.

2.17.8 The contractor will be required to raise the bills for price variation payments on a monthly basis along with the running bills irrespective of the fact whether any increase/decrease in the index for relevant categories has taken place or not. In case there is delay in publication of bulletins (final figure), the provisional values as published can be considered for payments and arrears shall be paid/recovered on getting the final values.

2.17.9 PVC shall be applicable for the entire original contract period plus the extended period, i.e. for the complete execution period, as follows:

For PVC computation of the nth month:

Let the cumulative delay attributable to the Contractor is D_n in the nth month as per Form-14.

Considering R_n as the billing value for the nth month, PVC for the nth month shall be calculated as follows:

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- a) PVC for the portion of R_n for an amount of $D_{(n-1)}$ shall be payable as per indices for the $(n-1)^{th}$ month.
- b) PVC for the balance portion of R_n shall be payable as per indices for the n^{th} month

In case $D_{(n-1)}$ is greater than R_n , then entire R_n shall be payable as per indices for the $(n-1)^{th}$ month and the balance portion of $D_{(n-1)}$ shall be adjusted from $R_{(n+1)}$ of the $(n+1)^{th}$ month and will be payable as per indices for the $(n-1)^{th}$ month. The above process shall be continued for subsequent month(s) also till full $D_{(n-1)}$ is consumed.

- i) For milestones mentioned in the contract, PVC shall be applicable as per average of the indices from the month of base date till the month of execution of milestone.
- ii) PVC shall not be applicable for time extension provided for the delays solely attributable to the contractor. No PVC is payable during the period of Provisional Time Extension till grant of final time extension. Applicability of PVC will be decided at the time of grant of final time extension.
- iii) The total amount of PVC shall not exceed 15% of the cumulatively executed contract value. Executed contract value for this purpose is exclusive of PVC, ORC, Supplementary/Additional Items and Extra works except items due to quantity variation.

Note: Work Planning in F-14 format to be meticulously done as per Clause 2.9 of this GCC

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Annexure-13 (Declaration/Undertaking regarding Conflict of Interest among Bidders)
(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

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

Dear Sir/Madam,

Sub: Declaration/Undertaking regarding Conflict of Interest among Bidders

E-Tender Specification No: BHE/PW/PUR/NTPRT-MMS-4/3285

Job Balance work of the Material management services for 3x800 MW PVUNL Patratu Project.

The Bidder declares that they have read and understood the aspects stated in **SI No. 4 of Annexure-12 above**, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

In case, the Bidder is found having indulged in above activities, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines.

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

Place:

Date:

3285

TECHNICAL CONDITIONS OF CONTRACT (TCC)

BHARAT HEAVY ELECTRICALS LIMITED

TECHNICAL CONDITIONS OF CONTRACT (TCC)

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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

SCOPE OF WORK

2.0 The Scope of work of this tender specification of Materials Handling & Material Management services for 3X800 MW PVUNL PATRATU STPP Ramgarh Jharkhand, shall broadly as under:

- **Material handling & Material Management Services** for balance materials to be supplied from various unit, fabricated structures, TMT & Cement - 36050 Approx. MT

Scope of under Packages are broadly as under:

1. Balance work of the Material management services which includes the receipt, unloading, verifying, shifting, stacking, preservation, handling and handing over of components of Boiler with auxiliaries including Mills & Feeders etc.; ESP with auxiliaries, Steam Turbine & auxiliaries; Turbo-Generator & auxiliaries; FGD with auxiliaries; SCR with auxiliaries; other related items in respect of FGD & SCR; pumps with aux., rotating machines, tanks & vessels, complete electrical, controls and instrumentation equipment's, panels, cables / cable trays, and other related items including items of Boiler, TG & BOP's packages; HP & LP piping; refractory & insulation with cladding materials; BHEL T&P; components & equipment of various other systems, pre-fabricated structures, fabricated structures, structural & reinforcement steel, cement and providing services for materials management at **3x800 MW PVUNL Project Patratu.**
2. Scope of work includes Material Handling and Management (Including Issue, verification, stacking, shifting and record keeping etc.) of materials received at BHEL Site/ store from various units of BHEL or from any other source of BHEL. Tentative quantities of all such materials expected to be received at site are given in the tender Document.
3. Scope of work includes Material Handling and Management (Including Issue, verification, stacking, shifting and record keeping etc.) of materials already received and stocked at BHEL store yard. Tentative quantities of all such materials already received at site are given in the tender Document
4. For material handling, multiple agencies are currently operating. Any objections regarding the working agencies or the issuance of vehicles for unloading and MM services will be at BHEL's discretion. The decision of the BHEL engineer will be final and binding on all agencies involved.
5. Unloading of **all types of structural & reinforcement steel and plant equipment's Including heavy consignments and/or over-dimensional consignments** (e.g. columns such as Boiler main column and Power House columns etc., structural materials, HP & IP Modules, LP Turbine, Generator Rotors, LP & HP Heaters, Flash Tanks / Vessels, Transformers and TG equipment's and any other plant materials etc.) directly from trailers by suitable crane/s or by jack & sleeper method as per instruction of BHEL Engineer.
6. The required jack & sleeper are to be arranged by the contractor.
7. Receipt of materials dispatched by road transport on door delivery basis at the BHEL stores and unloading thereof.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-II: Scope of Works

8. Collection of materials dispatched by road transport on go-down delivery basis from transporters' go-downs, loading at transporters go-down, local transport up to BHEL stores / storage yard and unloading thereof.
9. **Preliminary verification** of all materials at the time of unloading from transport vehicle or while receiving consignments from transporters' Go-down, as the case may be, reporting immediately the discrepancies like damages and shortages noticed.
10. **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.
11. **Stacking and storing** at BHEL open storage yard / covered stores / closed & semi-closed sheds and submission of stacking / storing records.
12. **Preservation of the materials** in accordance with BHEL preservation manual and as per BHEL instructions.
13. **General cleaning, grass cutting and upkeep of storage yard, covered and semi-closed stores sheds** within the quoted rates for unloading, verification and stacking.
14. **Providing Materials Management Services.**
15. **Re-handling and restacking** of materials as and when called for by BHEL. This also includes excess / redundant / scrap materials returned to stores by BHEL erection contractors.
16. **Handling and loading of outgoing materials** those are to be sent to other destinations.
17. Lodging of complaint with local authorities for any theft / damage of received/ stored material.
18. Record keeping (receipt & issue) of cement. Cement received from Bulker shall be unloaded by respective civil agency.
19. Handing over of records and materials to other agency.

SCOPE OF WORK IS FURTHER DETAILED IN VARIOUS CLAUSES HEREAFTER.

2.1 MAJOR PACKAGES TO BE HANDLED ARE AS UNDER:

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

- Boiler/Boiler Auxiliaries (Structures, Pressure Parts, Fans, Air pre-heaters, Fuel systems, ducts & dampers etc)
- Mill Bunker Buildings structure, Transfer points, conveyor galleries and its supporting trestles.
- Electrostatic Precipitator with HV Rectifier Transformers and auxiliaries.
- Coal Mills & Feeders with associated auxiliaries (Pulverised Fuel system).
- Complete Insulation, Refractory, Lining, Ancillary and cladding materials.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-II: Scope of Works

- Turbines, Turbo-generator auxiliaries, condenser, pumps with drive motors and their associated equipment's & auxiliaries, HP & LP heaters, heat exchangers, de-aerating heaters and other consumables & lubricants etc.
- Power cycle pumps with auxiliaries, Tanks & Vessels.
- Controls & Instrumentation Systems for Boiler, ESP and their auxiliaries
- STG & Aux controls and instrumentation and accessories including cables, trays etc.
- Power cycle piping, valves, Hangers & Supports including HP & LP bypass systems.
- Low Pressure piping system.
- Circulating water pipes, filter, plate type heat exchanger, CW booster pumps with drives, DM cooling water system and drives, and aux cooling water pumps.
- Generator relay protection panels and auxiliaries
- LT switch gears, Electrical and pneumatic actuators and motors.
- Boiler piping and TG cycle piping, tanks, vessels etc.
- Electrical Panels, cables, cable trays and accessories.
- PEM supplied items
- HP & LP Chemical dosing system.
- Thermal insulation & cladding.
- Other BHEL supplied items (manufactured/bought out items).
- BOP Package items (Except turnkey BOP packages)
- Misc. Cranes & hoist.
- Cable & cable trays etc.
- Tanks
- Fabricated Structures
- Structural steel items, Reinforcement
- Cement
- Construction equipment's (including cranes, portal gantry cranes, IHE and any other equipment) of BHEL sent in assembled/dismantled condition and other items received from other sites/locations.
- Materials and consumables required for erection & commissioning of plant.

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

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-II: Scope of Works

2.2 Major Unloading quantities:

Package A: Total Approx. Weight of Project material to be unloaded: 110000 MT SUPPLIED BY BHEL UNITS INCLUDING FABRICATED STRUCTURES OF MPH, CHP, AHP PIPE & CABLE RACKS ETC WITH ITS BOIs

2.3 Some of the Major Heavy Single Consignments are as furnished below for reference only:

S.N.	Item Description & Tentative Dimensions (L X W X H in mm)	Approx. Wt.
1	HP Turbine (6745 X 3790 X 3495)	128.4 MT OR ABOVE
2	LP Rotor (7160 X 3728 X 3740)	80 MT OR ABOVE
4	Station Transformer (8000 x 4000 x 4500)	135 MT OR ABOVE
5	Generator Rotor (14755 X 1910 X 1915)	99 MT OR ABOVE
6	Cabins/Crawlers/counter weight of BHEL Cranes	Up to 65 MT
7	Generator Transformers 7400 X 4100 X 4400	250 MT OR ABOVE

The weight & dimensions 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 & dimensions. Work shall be carried out for all the Equipment's received from various manufacturing units and their vendors for the project under this specifications and drawings. ODC Consignments which are to be handled in this project is not limited to above listed items.

2.4 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 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.

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

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-II: Scope of Works

- 2.7 All necessary certificates and licenses required to carry out this work are to be arranged by the contractor expeditiously.
- 2.8 All cranes, transport equipment's, handling equipment, tools, tackles, fixtures, equipment, manpower, supervisors/engineers, consumables (excluding those indicated as BHEL scope), etc. required for this scope of work shall be provided by the contractor.
- 2.9 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.
- 2.10 BHEL issued materials, shall not be under any circumstances whatsoever, and shall be taken out of the project site unless otherwise permitted by BHEL for outside job.
- 2.11 Contractor shall monitor the operations of CCTV installed by BHEL in store yard. Contractor shall extend support towards maintenance of the CCTV camera (Provide the manpower assistance only) the and shall immediately inform BHEL, in case any CCTV is found non-operational.
- 2.12 BHEL reserves the right to recover from the contractor any loss arising out of damage/ theft during verification/stacking or at any time under the custody of the contractor.
- 2.13 The scope of work covered under this specification is of highly sophisticated nature, requiring the best quality workmanship **including high standard safety management (as per relevant clause of tender document), Project Management, HSE & Quality etc..** The contractor should ensure successful and timely completion of the work. The contractor must have adequate quantity of tools, construction aids, equipment's etc., in his possession. He must also have on his rolls adequate trained, qualified and experienced supervisory staff and skilled personnel. The manpower deployment identified by contractor shall match with above scope of works. **(Refer HSE Manual for deployment of HSE related functions.)**
- 2.14 Bidders are requested to specifically note the following:
- Bidders are requested to have pre-bid visit/ inspection of site to make them fully acquainted with the site situation & nature of job. No claim shall be entertained at later date on account of non-familiarization of site conditions. Bidders may fix up their site visit in consultation with below mentioned contact person:*

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-II: Scope of Works

Site Contact Details: To be updated later	BHEL Site Office, Construction Manager, 3X800 MW PVUNL Patratu STPP Distt. - Ramgarh Patratu, PIN I, 829119, Jharkhand Contact: Shri Rajendra Prasad / Sr. Engineer Mob.: +91- 9766556956/ Email: rprasad@bhel.in
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- 2.15** 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.
- 2.16** Lodging of complaint with local authorities for any theft / damage of received/ stored material.
- 2.17** Record keeping (receipt & issue) of cement. Cement received from Bulker/Bag shall be unloaded by respective civil agency.
- 2.18** Handing over of records and materials to other agency.
- 2.19** 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.
- 2.20** 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.
- 2.21** 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.
- 2.22** Detailed verification of materials with reference to packing list / Loading advise slip / etc., after 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.
- 2.23** 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

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-II: Scope of Works

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.

- 2.24** 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
- 2.25** 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.
- 2.25.1** FOR STACKING THE MATERIALS ABOVE THE GROUND LEVEL, WOODEN / CONCRETE SLEEPERS, WOODEN LOGS, CONCRETE BLOCKS AND TARPULINS ETC, WHEREVER DEEMED NECESSARY, WILL BE ARRANGED BY BHEL FREE OF COST AS DECIDED BY BHEL ENGINEER.
- 2.26** FOR UNLOADING THE MATERIALS, WOODEN SLEEPERS SHALL BE PROVIDED BY THE CONTRACTOR WITHOUT ADDITIONAL COST.
- 2.27** 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.
- 2.28** 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.
- 2.29** 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.
- 2.30** General cleaning, grass cutting and upkeep of storage yard, stores area shall be carried out within the quoted rates for unloading, verification, identification and storage.
- 2.31** 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 BondIII. Indemnity

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-II: Scope of Works

Bonds would be executed by BHEL, when intimation regarding arrival of consignment is furnished by the contractor.

- 2.32** 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.
- 2.33** 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.
- 2.34** 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.
- 2.35** 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 equipment’s, 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 equipment’s for this job. Handling of equipment’s for verification of components including opening of cases / crates / boxes and repacking / stacking after verification shall also be the responsibility of the contractor.
- 2.36** 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.
- 2.37** 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.
- 2.38** 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 entertained.
- 2.39** The 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.
- 2.40** Materials 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.

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The contractor has to take this contingency also into account. No extra payment is payable for such contingencies.

- 2.41** 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.
- 2.42** In case any high-capacity crane is under maintenance or not operational, the agency may provide an alternate crane or hydra. Payment for the alternate crane will be made on a prorata basis according to the awarded rate. However, the agency will not receive payment for the days the original crane is non-operational, and other liquidated damages or recoveries may be applied as per the tender conditions.
- 2.43** The 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.
- 2.44** **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 (If required by the BHEL.) .
- 2.45** 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.
- 2.46** 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.
- 2.47** The contractor shall perform all required services which may not be specified herein but nevertheless required for the completion of work within quoted rates.
- 2.48** All necessary certificates and licenses required to carry out this work are to be arranged by the contractor expeditiously.
- 2.49** All cranes, transport equipment's, handling equipment, tools, tackles, fixtures, equipment, manpower, supervisors/engineers, consumables (excluding those indicated as BHEL scope), etc required for this scope of work shall be provided by the contractor.
- 2.50** All expenditure including taxes and incidentals in this connection will have to be borne by the contractor unless otherwise specified in the relevant clauses elsewhere here. The contractor's quoted rates shall include of all such contingencies. In this connection refer relevant clause of general conditions of contract.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

Sl. No.	Description	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 equipment's, office / store / canteen consumables		Yes	
e	Canteen facilities for the bidder's staff, supervisors and engineers etc		Yes	
f	Fire-fighting equipment's 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	
3.2.2	Electricity for the office, stores, canteen etc of the bidder			
a	Single point source		Yes	

TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

Sl. No.	Description PART I	Scope / to be taken care by		Remarks
		BHEL	Bidder	
b	Further distribution 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

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	

3.10 General: In the Scope of Contractor/Bidder:

- 3.10.1 Furnishing all labour, materials, supervision, construction/Material Handling plans, equipment, supplies, transport, to and fro the site, fuel, electricity, water and all other incidental items and temporary works not shown on specified but reasonably implied or necessary for the proper completion, maintenance and handling over.
- 3.10.2 Giving all notices, paying all fees, taxes etc., in accordance with the general conditions of contract, that is required for all works including temporary works.
- 3.10.3 Labour and Staff Colony: The following are in the Bidder's scope of work for labour & staff colony:
- Provision of adequate shelters, water supply, sanitation and lighting in construction/Material Handling workers and staff camps are in the scope of Contractor for the workers/staff deployed by the contractor for subject contract. No camps for workers and staff shall be permitted within the plant premises and Bidder shall make separate arrangement outside the plant premises for locating and development of camps for construction workers and staff. The designated areas shall be suitably developed with infrastructure like roads, drains, water supply and sewerage and shall be free from water logging. Suitable low cost

TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

shelters shall be developed for the workers. Complete area shall be secured by fencing and shall be provided adequate area lighting. Suitable waste disposal, shopping and recreation facilities will be developed in these camps.

- It shall be contractual obligation of bidders to provide accommodation for construction workers and staff deployed at Patratu Project site as per above provisions.
- Contractor has to arrange the land for labour colony outside project premises at his own expenses.
- All Civil and Structural work associated with drinking and service water for Bidder's labour and other personnel at the work site/colony/offices including pump houses, pipes, overhead tank, tube wells etc shall be in the scope of contractor.

3.10.4 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 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.

3.10.5 Construction Power: BHEL shall establish 11 KV Ring Main Construction Power Network at Project site. Post charging of construction power system at site, Single Point source of three phase, 415 V/ 440 V Construction Power shall be Provided to the bidders on Chargeable basis. Onward distribution of Power shall be in the scope of contractor by installing energy meters, protection equipment etc. However, charging of construction power system may take tentatively 5 months time from date of start of work at site. **Till such time, bidder shall arrange power for construction power on its own through alternate means such as DG Set etc. Detailed terms are as below:**

- 3.11 Contractor shall make necessary arrangements for onward distribution of construction power taking due care of surrounding construction activities like movement of cranes & vehicles, civil work, fabrication/construction/assembly/erection etc and safety of personnel. It may become necessary to relocate some of the installations to facilitate work by other agencies or by him.
- 3.12 It shall be the responsibility of the Contractor to provide, maintain the complete installation on the load side of the supply with due regard to the safety requirements at site. All cabling and installations shall comply in all respects with the appropriate statutory requirements. The installation and maintenance of this shall be done by licensed and experienced electrician.
- 3.13 While reasonable efforts will be made to ensure continuous electric power supply, interruptions cannot be ruled out and no claim from the Contractor shall be entertained on this account such as idle labor, extension of time etc. The Contractor shall adjust his working shift accordingly and deploy additional manpower, if necessary, so as to achieve the target.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

- 3.14 Contractor shall be well equipped with back-up power supply arrangement like DG set and diesel operated welding machine etc to tackle situations arising due to failure of supplied power, so as to ensure continuity and completion of critical processes that are underway at the time of power failure or important activities planned in immediate future.
- 3.15 BHEL is not responsible for any loss or damage to the Contractor's equipment as a result of variations in voltage or frequency or interruptions in power supply.
- 3.16 **Contractor is advised to maintain the calibrated energy measuring instruments and use their system as efficiently as possible to maintain the HT side input energy meter reading and LT side outgoing energy meter reading to sub-contractors as equal.**
- 3.17 The bidder will have to Procure & install General mobile illumination system during construction right from start of his work (if required for night working or areas where proper permanent lighting is not available). This system will include temporary pole lighting, portable lighting towers with DG back-up, within the quoted price. The illumination should be such that minimum illumination requirement as specified by Indian standards for general illumination is maintained.
- 3.18 Contractor to arrange energy meter for office.
- 3.19 **General:**

If any other voltage level (other than normally available) is required, the same shall be arranged by the contractor from power supply as above. Contractor will have to provide at his own cost necessary calibrated energy meters (tamper proof, suitably housed in a weather proof box with lock & key arrangement) at point of power supply along with calibration certificate from authorized/ accredited agency for working out the power consumption. In case of recalibration required for any reason the necessary charges including replacement by calibrated meters is to be borne by the contractor. Supply of electricity shall be governed by Indian Electricity Act and Installation Rules and other Rules and Regulation as applicable. The contractor shall ensure usage of electricity in an efficient manner and the same may be audited by BHEL time to time. In case of any major deviation from normally accepted norms is observed, BHEL will reserve the right to impose penalty as deemed fit for such cases.

Contractor to arrange calibrated energy meter (tamper proof, suitably housed in a weather proof box with lock & key arrangement) **for office** and this construction power at office is chargeable as per applicable tariff rates.

- 3.20 **Power for Site Office & other Site Infrastructure of Contractor:**
- 3.21 **Power for Site office & other similar infrastructure of contractor within Project Premises shall be made available (post charging of construction power grid) at single point source on Chargeable Basis as per applicable tariff rates.** Contractor must install required calibrated energy meters along with protection measures as detailed above. Till charging of Construction of Power System at site, Contractor must make his own arrangement for Power supply.
- 3.22 **HSE Compliances**

TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

- Providing and maintaining facilities for safety, welfare, drinking water and sanitation, hygiene, biennial health check-up etc. for construction workers at their workplaces as well as at labour & staff colonies shall be in the scope of contractor.
- The facilities for occupational safety, healthy environment, first aid, drinking water, resting place & toilets, canteen, crèche, etc. shall be provided at the workplace for construction workers by the contractor.
- Development and maintenance of above facilities for construction workers hired by the Contractor shall solely rest with the Contractor.
- ~~Contractor shall be responsible for maintenance of Labour colony. Contractor shall dismantle the labour colony after the completion of contract.~~

TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

4..0 LIST OF TOOL & PLANTS TO BE DEPLOYED BY THE CONTRACTOR:

4.1 Major T&Ps

Numbers of T&Ps to be deployed at site shall be decided with respect to Monthly plan and review formats (F-14) based on site requirement.

SN	DESCRIPTION OF EQUIPMENTS	CAPACITY	QTY	REMARKS
1	Pick & carry type tyre mounted mobile crane (Farana). Note: Hydra is not allowed.	12/14 MT	01	To be deployed as required or as instructed by BHEL Engineer: Tentative Mobilisation Schedule: By first Month of contract period.
2	Pick & Carry Crane 18/20 MT	18/20 MT	01	To be deployed as required or as instructed by BHEL Engineer: Tentative Mobilisation Schedule: By first Month of contract period.
3	Standard Trailer Flat Bed 40 feet	22 T	01	To be deployed as required or as instructed by BHEL Engineer: Tentative Mobilisation Schedule: By first Month of contract period.

4.2 Other T&Ps: Below given Quantities of T&Ps/ Equipment are tentative and for initial planning purposes by the bidder (APPLICABLE FOR PACKAGE A AND PACKAGE B).

SN	DESCRIPTION OF EQUIPMENTS	CAPACITY (MINIMUM)	MINIMUM QUANTITY	REMARKS
1	TRACTOR TRAILER/ PICK UP	ADEQUATE CAPACITY	AS REQUIRED	To be deployed as per instruction of BHEL Engineer.
2	TRUCK	ADEQUATE CAPACITY	AS REQUIRED	To be deployed as per instruction of BHEL Engineer.
3	SLINGS, 'D'-SHACKLES, MAX PULLER.	01 MT TO 10MT	15 PAIRS	To be deployed as per instruction of BHEL Engineer.
4	SLINGS, 'D'-SHACKLES, MAX PULLER, PULLEY BLOCKS, HYDRAULIC JACKS, ETC ABOVE 10 MT.	AS REQUIRED	AS REQUIRED	To be deployed as per instruction of BHEL Engineer, WITH TEST REPORTS

TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

SN	DESCRIPTION OF EQUIPMENTS	CAPACITY (MINIMUM)	MINIMUM QUANTITY	REMARKS
5	SPANNER SETS RING/D	UP TO 56 MM	ONE SET.	To be deployed as per instruction of BHEL Engineer.

(*) NO SEPARATE PAYMENT WILL BE MADE FOR SUPPLY OF WOODEN SLEEPERS/ WOODEN PLANK AND PLASTIC CAP. CONTRACTOR HAS TO PROVIDE REQUIRED NUMBER OF WOODEN SLEEPERS/ WOODEN PLANK WITHIN QUOTED RATES.

MEASURING AND MONITORING DEVICES (MMD):

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

NOTE:

5. The above list (other than mentioned in S.No. 4.1 of Chapter IV) is only indicative and neither exhaustive nor limiting. contractor shall deploy all necessary T&P (calibrated) to meet the schedules & as prescribed by BHEL engineer and required for completion of work. Quantities (as required) may be mutually agreed upon and minutes of meeting duly signed for deployment.
- 4.3 Considering operational safety, the use of material handling equipment “HYDRA” is banned in project Premises, agencies have to deploy the New Generation Pick & carry tyre mounted mobile crane (Farana) of required capacity.
- 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 All above T&Ps are to be deployed by contractor as and when required as per instruction of BHEL engineer. If works gets delayed due to non-availability of above T&Ps, BHEL reserves the right to deploy the same and recover the charges thereof from the contractor as per actual hiring rate (in case of hired crane)/BHEL internal hiring rates + Applicable overhead rates.
- 4.6 IF ABOVE MENTIONED T&P ARE NOT DEPLOYED IN SPECIFIED TIME AS PER INSTRUCTIONS OF BHEL ENGINEER, BHEL SHALL RESERVE RIGHT TO RECOVER EXPENSES and/or LEVY PENALTY ON CONTRACTOR.
- 4.7 If work gets delayed due to non-availability/non-deployment/breakdown of Crane, BHEL reserves the right to deploy its own or hired crane for execution of works and differential cost thereof with applicable overheads shall be recovered from the contractor as per the relevant provisions of GCC. This shall be done after giving contractual notice of 3 days

TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

for deployment/readiness of crane. Also Penalty shall be levied at the rate of 50% X “daily rate” for delay in deployment/readiness of Crane.

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.

4.8 In case of noncompliance, as listed below, the charges as mentioned below shall be deducted in the running bills of the respective months.

4.8.1 LIST OF NON COMPLIANCE:

- Non-working condition of the particular crane cumulatively for more than five days in the calendar month during the period mentioned in the deployment plan.

THE DEDUCTION SHALL BE AS GIVEN BELOW:

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

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

II) MONTHLY CRANE CHARGES AS DERIVED IN THE “Table for Weightages/ Factors and BOQ of Chapter XIV SCHEDULE OF RATES & QUANTITIES”.

4.8 All the T&Ps deployed by the bidders shall have valid test certificates, fitness certificates, registration certificate, insurance, entry gate passes etc. The documentary proof shall be submitted to bhel engineer along with applicable valid certificates.

4.9 Crane log sheet for each of the crane on daily basis is to be certified by the bhel engineer. Contractor shall submit the monthly running account bills along with duly certified log sheets.

4.10 Any or part or all of the T & Ps of the contractor identified for the tendered package shall not be engaged for any works other than that of the works intended in this tender. However, BHEL reserves the rights to engage those T&Ps for which separate monthly rates are being paid as per “table for weightages/ factors and BOQ of chapter XIV schedule of rates & quantities” for its own works other than that of the works intended in this tender during the period of contract. In such cases fuel will be provided by BHEL. However, operator for the same shall be provided by the contractor.

4.11 During the extended period of contract or in case of requirement beyond the tendered machine-months, 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 during extension period or the period beyond tendered machine months. No extra payment shall be made for T&Ps other than cranes/hydra (for which monthly rentals are separately paid by BHEL).

TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

- 4.12 The wooden sleepers/ wooden plank 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.
- 4.13 Concrete sleepers shall be arranged by BHEL, free of cost on returnable basis. However, the wooden sleepers/ wooden plank shall be provided by the contractor limited to the number mentioned in list of T&Ps above. Shifting of sleepers (concrete & wooden) within project premises shall be in the scope of contractor within the quoted price.
- 4.14 25% of WOODEN SLEEPERS/ WOODEN PLANK SHALL BE MOBILIZED BY THE CONTRACTOR IN THE FIRST MONTH OF CONTRACT AND BALANCE WITHIN 3RD MONTH OF CONTRACT. IN CASE OF NON-MOBILIZATION, 5% AMOUNT OF EACH RA BILL (MONTHLY) SHALL BE WITHHOLD TILL MOBILIZATION OF THE SAME.**
- 4.15 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.
- 4.16 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.
- 4.17 Heavy equipment will be tracked with real-time position location for fleet management. Deployment vs planned reports shall be generated. Equipment condition monitoring data like service meter reading, operation maps, loading, fuel levels, operating information, idle time etc. Shall be captured. This data shall be captured through integrated online project monitoring system. All T&P equipment deployed by contractor will be covered/ monitored through this system. Minimum 5 signals per equipment should be made available to provide the input to integrated online project monitoring system. Necessary software/ hardware for aforesaid system shall be provided by BHEL.
- 4.18 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.
- 4.19 Medical/first aid canter/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.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

4.20 Medical/first aid centre/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.

4.21 TANDEM OPERATION FOR UNLOADING/LOADING PURPOSE IS NOT ALLOWED.

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

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

SN	DESCRIPTION	QUANTITY	REMARKS
1	CRAWLER/MOBILE CRANE	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 (Hired/owned) provided cranes 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 plates (material shall be provided by BHEL) for movement and operation of the crane.
6. Above crane will be provided by BHEL for unloading of only major ODC or Heavy consignment where contractor's crane or combination of cranes are not capable of doing the mentioned scope of work.

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

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - VI: Time Schedule

6.1 INITIAL MOBILIZATION

After receipt of 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)** 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.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VII: Terms of Payment

7.1 Terms of Payment

The 'Rate per MT of materials' calculated/arrived as per Rate Schedule. Amount 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				
A1.1	<i>Material Handling and Material Management for Materials received through Trucks/Trailers at Project Site</i>	MT	20000	100%
1	Unloading, Shifting to Open/Covered Stores	MT	20000	30%
2	Updation of Receipt details, in store Material Registers/BHEL MM Package system	MT	20000	15%
3	Stacking and Verification	MT	20000	15%
4	Updation of Verification details in Material stock registers, Submission of reports as per specified formats for shortage/open delivery, loading of police reports if required, documents for insurance claims Etc, and preparation of material receipt certificates in prescribed formats where ever applicable	MT	20000	25%
5	Identification of material in ready to lift position for issue to BHEL/ Erection agency, and updation of issue details in stores Records	MT	20000	12%
6	Completion of contractual obligations as Serial No. 7.5 (7.5.1, 7.5.2, 7.5.3, 7.5.4 and 7.5.5)	MT	20000	3%
A1.2	<i>Material Handling and Material Management for Materials received at Transporters Godowns within a radius of 50 KM from Project Site</i>	MT	200	100%
1	Unloading from Railway wagons or collection from godowns, Re-loading, transportation to site and unloading	MT	200	30%
2	Updation of Receipt details, in store Material Registers/BHEL MM Package system	MT	200	15%
3	Stacking and Verification	MT	200	15%
4	Updation of Verification details in Material stock registers, Submission of reports as per specified formats for shortage/open delivery, loading of police reports if required, documents for insurance claims Etc, and preparation of material receipt certificates in prescribed formats where ever applicable	MT	200	25%

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Chapter-VII: Terms of Payment

ITEM NO	DESCRIPTION OF ACTIVITY	UNIT	QTY	% BREAK UP
5	Identification of material in ready to lift position for issue to BHEL/ Erection agency, and updation of issue details in stores Records	MT	200	12%
6	Completion of contractual obligations as Serial No. 7.5 (7.5.1, 7.5.2, 7.5.3, 7.5.4 and 7.5.5)	MT	200	3%
A1.3	<i>Material Handling and Material Management for Structural steel and Reinforcement steel received through trucks/trailers at project Site</i>	MT	6000	100%
1	Unloading, Shifting to Open/Covered Stores	MT	6000	30%
2	Updation of Receipt details, in store Material Registers/BHEL MM Package system	MT	6000	15%
3	Stacking and Verification	MT	6000	15%
4	Updation of Verification details in Material stock registers, Submission of reports as per specified formats for shortage/open delivery, loading of police reports if required, documents for insurance claims Etc, and preparation of material receipt certificates in prescribed formats where ever applicable	MT	6000	25%
5	Identification of material in ready to lift position for issue to BHEL/ Erection agency, and updation of issue details in stores Records	MT	6000	12%
6	Completion of contractual obligations as Serial No. 7.5 (7.5.1, 7.5.2, 7.5.3, 7.5.4 and 7.5.5)	MT	6000	3%
A1.4	<i>Material reshifting and re stacking within project premises and from outside storage yard located within 6 KM to plant premises (others than cement)</i>	MT	5000	100%
1	Material Re-shifting Stacking	MT	5000	85%
2	Updation of store material register / BHEL MM package system	MT	5000	12%
3	Completion of contractual obligations as Serial No. 7.5 (7.5.1, 7.5.2, 7.5.3, 7.5.4 and 7.5.5)	MT	5000	3%
A1.5	<i>Despatch/Outgoing materials (other than Cement)</i>	MT	2500	100%
1	Identification of Material, Tagging, packing if required, Preparation of Gate passes etc.	MT	2500	40%
2	Loading of materials, including T&P of BHEL, into trucks/Carriers at site stores/ erection site for onward transportation to other destinations (Transportation by other	MT	2500	45%

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Chapter-VII: Terms of Payment

ITEM NO	DESCRIPTION OF ACTIVITY	UNIT	QTY	% BREAK UP
	agencies)			
3	Updation of store material register / BHEL MM package system	MT	2500	12%
4	Completion of contractual obligations as Serial No. 7.5 (7.5.1, 7.5.2, 7.5.3, 7.5.4 and 7.5.5)	MT	2500	3%
A1.6	<i>Material issue and making records already received materials at site</i>	MT	50000	100%
Section A2				
A-2.1	Material Management for Cement received through trucks/trailers through bulkers at project Site	MT	250	100%
1	Updation of Receipt details, in store Material Registers/BHEL MM Package system	MT	250	45%
2	Stacking and Verification	MT	250	15%
3	Updating 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	250	25%
4	Identification of material in ready to lift position for issue to BHEL/ Erection agency, and updation of issue details in stores Records	MT	250	12%
5	Completion of contractual obligations as Serial No. 7.5 (7.5.1, 7.5.2, 7.5.3, 7.5.4 and 7.5.5)	MT	250	3%
A-2.1a	Material Management for Cement received through trucks/trailers at project Site	MT	1500	100%
1	Updation of Receipt details, in store Material Registers/BHEL MM Package system	MT	1500	45%
2	Stacking and Verification	MT	1500	15%
3	Updating 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	1500	25%
4	Identification of material in ready to lift position for issue to BHEL/ Erection agency, and updation of issue details in stores Records	MT	1500	12%
5	Completion of contractual obligations as Serial No. 7.5 (7.5.1, 7.5.2, 7.5.3, 7.5.4 and 7.5.5)	MT	1500	3%

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ITEM NO	DESCRIPTION OF ACTIVITY	UNIT	QTY	% BREAK UP
A2.2	<i>Material re-shifting and re-stacking for Cement within project premises</i>	MT	300	100%
1	Material Re-shifting Stacking	MT	300	85%
2	Updation of store material register / BHEL MM package system	MT	300	12%
3	Completion of contractual obligations as Serial No. 7.5 (7.5.1, 7.5.2, 7.5.3, 7.5.4 and 7.5.5)	MT	300	3%
A2.3	<i>Despatch/Outgoing for Cement materials</i>	MT	300	100%
1	Identification of Material, Tagging, packing if required, Preparation of Gate passes etc.	MT	300	40%
2	Loading of materials, including T&P of BHEL, into trucks/Carriers at site stores/ erection site for onward transportation to other destinations (Transportation by other agencies)	MT	300	45%
3	Updation of store material register / BHEL MM package system	MT	300	12%
4	Completion of contractual obligations as Serial No. 7.5 (7.5.1, 7.5.2, 7.5.3, 7.5.4 and 7.5.5)	MT	300	3%

Section B

SN	Crane and Standard Trailer description	Unit	Duration
B.1	Pick & Carry Crane 12/14 MT (Crane-1)	Month	8
B.2	Pick & Carry Crane 18/20 MT (Crane-2)	Month	15
B.3	Standard Trailer Flat Bed 40 feet	Month	12

Section C: Menial and Secretarial Services (Unit Rate Fixed as per PVUNL minimum wages circular)

SN	Description	Unit	Duration	Unit Rate	Total Amount (In Rs)
C.1	Menial Services	Man Months	135	₹ 20,238	₹ 27,32,130
C.2	Secretarial Services	Man Months	355	₹ 28,428	₹ 1,00,91,940

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

7.2 VOID

7.3 VOID

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7.4 VOID

7.5 Other payment terms & condition

7.5	OTHER payment terms & condition	
	% from every RA Bill to be paid only after satisfactory completion otherwise forfeited	% BREAK UP
7.5.1	REMOVAL OF GRASS/WEEDS AND OTHER PLANT GROWTH IN THE STORE AREA	1%
7.5.2	HOUSEKEEPING & CLEANING OF ALL CLOSED SHEDS	0.5%
7.5.3	PRESERVATION planned for the month	0.5%
7.5.4	Safe working & availability of adequate illumination at the place of work	0.5%
7.5.5	Implementation of E-stores for records/data **	0.5%

***: Implementation of E-stores for records/data may be implemented as per the site requirement. If E-stores is not implemented at site payment (0.5%) may be given along with the payment head 7.5.2.

7.6 Cranes (For Section B)

Payment for Pick and Carry Cranes and Standard Trailer 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.

7.7 Menial and Secretarial Services: (For Section C)

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

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

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

However, rates fixed are on the basis of total minimum wages for NTPC/PVUNL circular at the time of NIT and the same shall be revised at times when it is changed as per the minimum wages circular issued by PVUNL Patratu Project.

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

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Chapter-VII: Terms of Payment

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

- Per service month rate= 1.41 x minimum wages per month

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

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

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

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

A. Supervision/secretarial services @ Rs100 per service-day

B. Menial services for BHEL office and stores etc. @ Rs 100 per service-day

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Chapter-VIII: Taxes & Other Duties

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

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

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Chapter-VIII: Taxes & Other Duties

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

8. In case of raising any Supplementary Tax Invoice (Debit / Credit Note) Bidder shall issue the same containing all the details as referred to in Section 34 read with Rule 53.
9. Bidder shall note that in case GST credit is delayed/ denied to BHEL due to delayed / non receipt of goods and /or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from the vendor along with interest levied / leviable on BHEL, as the case may be.
10. Bidder shall upload the Invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act. Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law , GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the bidder along with interest levied / leviable on BHEL.
11. Way Bill: Successful Bidder to arrange for way bill / e-waybill for any transfer of goods for the execution of the contract.

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

12. **New taxes and duties:-**Any New taxes & duties, if imposed subsequent to due date of offer submission as per NIT & TCN, by statutory authority during contract period including extension, if the same is not attributable to you, shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, you shall obtain prior approval from BHEL before depositing new taxes and duties.

Benefits and/or abolition of all existing taxes must be passed on to BHEL against new Taxes, if any, proposed to be introduced at a later date.

In case any new tax/levy/duty etc. becomes applicable after the date of bidder's offer but before opening of the price bid, the bidder must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of the price bids. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.

13. For transportation work, bidder shall declare in his quotation whether he is registered under GST, if yes, whether he intends to claim GST on forward charge basis. In absence of this declaration, BHEL will proceed further with the assumption that bidder intends not to claim GST on forward charge basis. However, in case of GST registered

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Chapter-VIII: Taxes & Other Duties

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

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

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

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3	Chhattisgarh	22AAACB4146P1ZP
4	Gujarat	24AAACB4146P1ZL
5	Jharkhand	20AAACB4146P5ZP
6	Madhya Pradesh	23AAACB4146P1ZN
7	Maharashtra	27AAACB4146P1ZF
8	Orissa	21AAACB4146P1ZR
9	Telangana	36AAACB4146P1ZG

ANNEXURE-2

BOCW Act & Cess Act

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

1. It shall be the sole responsibility of the contractor as employer to ensure compliance of all the statutory obligations under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.
2. It shall be sole responsibility of the contractor engaging Building Workers in connection with the building or other construction works in the capacity of employer to apply and obtain registration certificate specifying the scope of work under the relevant provisions of the Building and Other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 from the appropriate Authorities.
3. It shall be responsibility of the contractor to furnish a copy of such Registration Certificate within a period of one month from the date of commencement of Work.
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'

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- (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.
 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.

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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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- 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 equipment's, 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 cost of the contractor (plus applicable overheads) in case of failure in this regard, after giving due notice of three days. Contractor shall use latest available methodology to ensure removal of vegetation.
- 9.10 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). The tools and tackles received from various BHEL units are to be handed over to customer after completion of work at site. It shall be the responsibility of contractor

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Chapter- IX : General

to handover tools and tackles to customer m/s PVUNL through BHEL and make necessary handing over protocols.

- 9.11 If the contractor or his workmen break, cable, deface, injures or destroy any part of building, road, kerbs, fence enclosures, water pipes, drains, electric/ telephone poles or wires, trees or any other property or damage any part of erected stores/equipment, stored components etc., within the project premises or outside, the contractor shall make the same good at his own expenses (of which bhel site engineer's decision shall be final) failing which the site engineer shall get the same rectified by other agencies and cost/expenses thereof shall be deducted from the contractor with applicable overheads. Such recovery/deduction shall be effected from the sums that may be due then or at any time thereafter become due to the contractor or even from his security deposit.

PLEASE NOTE: TANDEM OPERATION, IF REQUIRED, FOR MATERIALS HANDLING/ERECTION/LIFTING/ LOWERING FROM HEIGHTS NEEDS TO BE APPROVED BY BHEL/CUSTOMER.

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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 despatch 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 the 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

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

preservation manual of relevant equipment/components of BHEL and/or as per directions of BHEL engineer.

- 10.9 The contractor shall verify the consignments in detail **within 12 days of receipt and report the discrepancies in prescribed formats not later than 14th day.** Any loss on account of delayed reporting shall be recoverable from contractors bill/any payment due. Contractor shall arrange all facilities to open packages - where required in the presence of BHEL engineer, verify the contents, repack wherever and whenever called for and properly stack them as per storage manual or/and as may be directed by BHEL.
- 10.10 The material shall be so stacked that it should facilitate easy identification, retrieval and handling for issue as and when need arises.
- 10.11 Pre-defined identification system of the locations of open storage yard, semi-closed shed, covered stores as well as storage racks has to be designed by the contractor with the approval of BHEL. Contractor shall put up prominent identification boards of segmental locations (for open and closed stores) or inscription (on the storage racks) with clear visibility from a distance. Contractor shall also arrange to display plot plan at regular intervals in the covered/semi-closed/open storage. The contractor shall arrange proper displays/signs for various requirements as per instructions of BHEL.
- 10.12 The display boards shall be made with structural steel & M.S. Plates and shall be painted with synthetic enamel paint. Contractor shall have to periodically repeat such exercise as the original displays may get lost / damaged / deteriorate with time. All materials and consumables for this purpose shall be arranged by the contractor. Contractor shall have to make his own arrangements including supply of materials for displaying the proper identification tags, boards, marking, inscription etc. As scope of work.
- 10.13 The contractor shall execute the work in a professional manner. The stores shall be handled with due care and diligence. The contractor shall make good, any loss to BHEL due to contractor's lapse at his own cost.
- 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.

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

10.15 handling heavier consignments:

- 10.15.1 Contractor shall submit procedure with sketches of handling of all heavy components to bhel well in advance and obtain prior approval before unloading and stacking.
- 10.15.2 Since this contract is intended to be a complete package from material receipt through issue/transactions right upto material reconciliation, full responsibility w.r.t the proper upkeep of facilities e.g. Computers, stationary items; ensuring befitting discipline among the store assistants/staff under its control and accounting of materials on stock shall rest with the contractor at all times.
- 10.15.3 In the remote possibility of any untraceable material, customarily BHEL has to process the insurance claim. To kick off such claim, the contractor shall render all necessary assistance including augmentation of documents (fir etc) within the quoted price as may be required for realization of the insurance claim.

10.16 The contractor under this contract shall complete induction of following categories of resources within the quoted item rates, to ensure establishment of proper materials management at the project site.

1. Computers and printers with latest up-gradation, memory and compatible with bhel computers/lan equipment to be installed/used within bhel site office - computer (with ups) - 03 sets and printer cum scanner - 01 set, photocopier machine 1 no & hard disk - 01 no (for monthly backup of records).
Computers and printers are envisaged for various material management activities such as record keeping/data entry done by bidder's staff.
2. Item rate obtained in the “**table for weightages/ factors and boq of chapter xiv schedule of rates & quantities**” has specific mention of “materials management” with sole purpose to emphasize the requirement of sufficient no. Of adequately qualified manpower to ensure best obtainable quality of work. Accordingly, supervisors/manpower (apart from workmen on cranes and material handling purpose) as indicated against each activity in the table below, normally to work at (but not limited to) bhel site office.
3. Contractor shall ensure availability of sufficient manpower, supervisor and T&Ps to execute the awarded work, to meet the site requirements. During peak stage no. Of vehicle, pending for unloading, may go upto 50 no. Per day.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

A. RESPONSIBILITIES OF THE CONTRACTOR -

(1) RECEIPT & ISSUE

Scope includes execution of various activities as follows:

- (I) Receipt, Unloading, Carrying Out Receipt Inspection, Detailed Verification, Stacking And Regular Stock Verification Of 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 the 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 (including the already received materials previously) , Preservation Of Stacked Materials, Re-Stacking/Re-Handling As Necessary, Progressive And Final Reconciliation With BHEL'S Erection Agencies And Preparation Of Necessary Document/ Record In Respect Of These Activities.
- (IV) Return Of Excess/Defective Materials By Various Erection Contractors Of BHEL.
- (V) Loading and Dispatch Of Outgoing Materials.
- (VI) Lodging the FIR for theft items (including all material received at site previously)

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.

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

(2) PRESERVATION OF COMPONENTS -

Contractor shall arrange for preservation of components as per BHEL'S storage and preservation manual and/or as per instructions of BHEL engineers.

One Or More of Following Methods Shall Be Adopted for Preservation.

- 1) Coating with preservative paints/lubricant/inhibitors
- 2) Capping/wrapping/covering
- 3) Filling/immersion in oil/chemicals etc.
- 4) Periodic checks/maintaining required nitrogen pressure in tanks of transformers; BHEL will provide the nitrogen gas for the same. However, contractor shall handle the cylinders at stores, transport to point of use, fit-up refills and return empty cylinders to BHEL stores.
- 5) HT MOTORS
For preservation of HT motors, space heaters have to be kept energized to avoid ingress of moisture. Insulation resistance has to be measured and recorded at specified intervals till these are issued for erection. BHEL will provide necessary cables, switches etc. For this, however contractor shall install, operate and maintain the same.

BHEL will provide free of cost all preservatives like preservative oil, lubricants, chemicals, inhibitors, caps etc. except primers & paints. Contractor shall provide red oxide zinc chromate (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.

(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.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

- 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. RELOCATION/AUTHORIZED SHIFTING OF MATERIAL FROM ONE ASSIGNED LOCATION TO ANOTHER LOCATION IN THE YARD

It may be necessary some times that due to site constraints, we may have to relocate the material from one location to another location within the yard. The material handling contractor has to ensure the following.

1. Once material is relocated, agency has to update the same in the master database

B). Tentative manpower deployment

CONTRACTOR HAS TO MOBILIZE BELOW MENTIONED MANPOWER, OTHER THAN SECRETERIAL AND MIENTAL SERVICES MANPOWER MENTIONED, ELSE WHERE IN THIS CONTRACT.

SL NO	ACTIVITY/DESCRIPTION	MINIMUM NO. OF PERSONS	REMARKS
1	MATERIAL RECEIPT/ UNLOADING, COLLECTION/ BOOKINGS/ PRESERVATION	6	To be deployed from the start of contract OR as per instruction of BHEL Engineer
2	DETAILED VERIFICATION	4	
3	MATERIAL ISSUE (BOILER, TG, ELEC, C&I, STEEL & CEMENT AND T&Ps)	3	
4	RECORD KEEPING (BOILER, TG, ELEC, C&I, STEEL & CEMENT AND T&Ps)	1	
5	RECORD KEEPING (MRC, ASSISTANCE IN INSURANCE CLAIMS, PURCHASE ETC)	1	

TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

SL NO	ACTIVITY/DESCRIPTION	MINIMUM NO. OF PERSONS	REMARKS
6	COMPUTER OPERATOR FOR BHEL OWNED WEIGHBRIDGE FOR OPERATION & RECORD KEEPING.	1	
7	SAFETY OFFICER	To be deployed as per HSE Manual	

NOTE: The contractor shall deploy skilled people (preferably diploma holders) for carrying out functions/operations stated above. 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 contract period/extension period with engineer in charge. Contractor shall ensure availability of manpower during extension period as well. This does not absolves the contractor from his responsibility towards the satisfactory execution of the job.

The no. of persons indicated above is tentative and actual deployment may increase based on work load and site requirement. **The manpower requirement shall be finalized in the beginning of the contract period with engineer in-charge.** This does not absolve the contractor from his responsibility towards the satisfactory execution of the job.

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.

In Case the Contractor Does Not Deploy or Delays Deployment of Above Said Manpower with Reference To Specific Instructions From BHEL, BHEL Will Recover Non-Refundable Penalty Per Man- Day @ Rs 500/-

10.17 Payment for all materials including over dimensional and heavier components shall be regulated on the accepted unit **rate as mentioned in “table for weightages/ factors and BOQ of chapter xiv schedule of rates & quantities”** is inclusive of **payment against above listed manpower.** No separate payment will be made for the above listed manpower.

Payment for cement handling shall be regulated on pro-rata basis at the accepted unit **rate as mentioned in “table for weightages/ factors and BOQ of chapter xiv schedule of rates & quantities”.**

10.18 Contractor shall provide manpower (one computer operator) for operation and maintenance of BHEL owned weighbridge of 100 MT capacity at the construction site. The scope of services shall include record keeping of all the entry through

TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

weighbridge, day to day operation and maintenance. The service shall be rendered to suit BHEL site requirement.

- 10.19 All the required consumables and spares for regular maintenance of Weigh Bridge shall be in the scope of BHEL. Contractor shall provide support, during maintenance of Weigh Bridge.

Re-calibration of weighbridge During Alternate Years shall be in the scope of contractor. Towards this, contractor shall submit relevant application to State Authorities and arrange for visit of Authorities and provide all assistance of re-calibration and obtain renewal of License/Permission/Calibration Certificate from State Authorities. All expenses towards this shall be borne by contractor except the License renewal/re-calibration/Permission renewal Fee which shall be reimbursed by BHEL on actuals against valid receipt.

- 10.20 The unloading/handling of cement received through bulker facility is not in the scope of work. However, the receipt and issue records of cement received through bulker/bag facility, directly issued to other civil agencies, shall be maintained by contractor as per the instruction of BHEL engineer.
- 10.21 Contractor shall ensure the availability of sufficient manpower (including issue supervisor) during extended hours to meet the project requirements at site.

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Chapter-XI MATERIAL HANDLING AND MATERIAL MANAGEMENT OF MATERIALS RECEIVED BY TRAIN

- 11.1 all the consignments reaching the project site by rail shall be unloaded at the railway siding, followed by loading on truck/trailer, local transportation from railway siding to the storage yard/stores, unloading, verification and stacking and preservation as applicable to the consignments arriving by road. The approximate distance from main storage yard to railway siding may be assessed by the contractor.
- 11.2 It will be responsibility of the contractor to keep in touch with officials of BHEL and railways regarding advance information about arrival of consignments. The contractor shall collect railway receipts or other such dispatch documents.
- 11.3 Contractor shall deploy his crane, trailers/trucks and all other t & p including additional t & p and manpower etc for handling of materials at such unloading bay/ location and transport to stores/ storage yard.
- 11.4 Contractor shall in his own interest arrange to release the railway wagons/racks with utmost alacrity to avoid any demurrage charges. demurrage/ wharfage etc., which result due to contractor's fault, shall be recovered from the bill payment due to the contractor.
- 11.5 Contractor shall provide area lighting at railway siding for handling of materials during evening/ night.
- 11.6 All the responsibilities specified in the contractor's scope for the materials received by road shall also be applicable mutatis-mutandis for all the consignments received by rail at railway siding.
- 11.7 for the consignments received by rail the payment will be regulated on pro-rata basis on the **accepted unit rate as per "table for weightages/ factors and BOQ of chapter xiv schedule of rates & quantities"** . The above also includes all costs towards unloading from the wagon at the unloading siding in the plant and loading on the transport and the cost towards internal transportation to storage yard/ stores shed of BHEL/ client.
- 11.8 quantum of work: one rake will contain approximately 1000 mts in 45 wagons (approx.).
- 11.9 Adequate number of vehicles / handling equipment: it is the responsibility of the contractor to deploy suitable capacity and adequate number of cranes to lift a weight of up to 16 MT of single consignment and adequate number of 40 feet trailers along with suitable number of crew members to cater to the tonnage received. for this purpose, the contractor has to work continuously after receipt of wagons at the siding without any break, so as to complete the work within the free time allowed by railway without demurrage and wharfage. the contractor has to deploy adequate number of cranes and trailers. Any demurrage and wharfage levied by railways will be to contractor's account.
- 11.10 Details of maximum dimension and weight of a single consignment:

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter-XI MATERIAL HANDLING AND MATERIAL MANAGEMENT OF MATERIALS RECEIVED BY TRAIN

(approx.) length: 15.5 mtr. width: 2.8 mtr. height: 3 mtr. Single consignment weight will be approximately varied from 250 kgs to 50 mt (approx.).

- 11.11 Prior notice time: shipping Dept of BHEL units will intimate the contractor well in advance (atleast 4 days in advance) regarding the arrival of consignment at the railway siding to enable the contractor for mobilizing the cranes & vehicles and working crew. it is suggested that the contractor has to trace the actual location of rake through online services to avoid last minute rush.
- 11.12 Railway receipt and preparation LR/GC while intercarting.
- 11.13 BHEL personnel will be deputed to witness/assist for the receipt of materials referred in rr and making appropriate dispatch documents like LR / GC note of the contractors to accompany consignments up to 3x800 MW PVUNL Project Patratu. Site storage yard. The document prescribed by BHEL has to be maintained by the contractor for verification at any point of time for receipt, storage and inter-carted consignments.
- 11.14 At any cost, the contractor will not be allowed to unload the material at site at their own. due to any reason, if BHEL site unloading contractor is not able to unload the material, the interacting contractor can unload and get certified from BHEL site officials and payment will be made as per site unloading rate.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-XII RESHIFTING AND RESTACKING

12.1 RE-SHIFTING

- 12.1.1 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.
- 12.1.2 Transportation of counter weight/structure from one location to other location (within project premises) for load testing of crane/EOT is in the scope of contractor. the said work shall be treated as re-shifting of material.
- 12.1.3 separate item rate is available for resifting and restacking of stacked materials and the payment will be regulated on pro-rata basis on the accepted unit **rate calculated for item no A1.5 and A2.2 of “table for weightages/ factors and boq of chapter xiv schedule of rates & quantities”**

12.2 RE-STACKING/RE-ARRANGING

- 12.2.1 Over a period of time, restacking/rearranging of the materials stacked earlier may arises due to various reasons. The handling of such items will also be in the scope of this contract. The restacking/ re-handling may be necessitated for any equipment/ materials covered within this work specification. Contractor shall deploy necessary resources like manpower, T&P, equipment's 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
- 12.2.2 Restacking/re r arranging shall be applicable for materials returned by BHEL's erection contractors as well.
- 12.2.3 separate item rate is available for resifting and restacking of stacked materials and the payment will be regulated on pro-rata basis on the accepted unit **rate calculated for item no A1.5 and A2.2 of “table for weightages/ factors and BOQ of chapter XIV schedule of rates & quantities”**

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter XIII MATERIAL HANDLING AND MATERIAL MANAGEMENT OF MATERIAL COLLECTION/ DISPATCHES

13.1 INCOMING MATERIALS (SMALLS ETC)

- 13.1.1 even though majority of consignments shall reach site directly for delivery. A good number of consignments shall be booked on godowns delivery/ door delivery basis against original consignee copy basis, the procedure of material collection shall be adopted as detailed here below.
- 13.1.2 Contractor shall keep in touch with officials of BHEL regarding advance information about arrival of consignments. The contractor shall collect original LRS/RRS/lorry way bills or other such dispatch documents
- 13.1.3 The contractor shall remain in regular contact with the concerned transporters or railways based on the dispatch documents obtained as stated above and make all necessary arrangements for collection / receipt of the consignment as applicable. Contractor shall take advance action to deploy all necessary resources for local transportation, handling and unloading of the anticipated consignments so as to ensure no loss of time upon arrival of the consignments. Loading at transporters godown, local transport up to BHEL/ client's stores/ site and unloading at stores/storage yard/site, verification and stacking shall also be in the scope of contract.
- 13.1.4 Detention charges/ demurrage/ wharfage etc., which result due to contractor's fault, shall be recovered from the bill payment due to the contractor.
- 13.1.5 Payment will be regulated on pro-rata basis on the **accepted unit rate 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. These godowns are expected to be located within a radius of 50 km approx. from the project site.
- 13.1.6 All the responsibilities specified in the contractor's scope for the materials received by road shall also be applicable mutatis-mutandis for all the consignments (incoming smalls) received from transporters godown/s.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter XIII MATERIAL HANDLING AND MATERIAL MANAGEMENT OF MATERIAL COLLECTION/ DISPATCHES

13.2 OUTGOING MATERIALS/DISPATCHES

- 13.2.1 For varying reasons many a times, project materials / BHEL assets are to be dispatched to other sites/locations.
- 13.2.2 Contractor shall identify, tag, pack and prepare gate passes for the materials to be dispatched. Materials shall be loaded onto the outgoing vehicles with due care and handed over to the transporter with clear goods receipt which shall be submitted with BHEL promptly. BHEL shall make arrangement for the transport vehicles at its own cost.
- 13.2.3 Payment will be regulated on pro-rata basis on the accepted unit rate as per “Table for Weightages/ Factors and BOQ of Chapter XV SCHEDULE OF RATES & QUANTITIES”..
- 13.2.4 Such materials which need to be brought to transporter’s/railway godown for booking, arrangements shall be adopted as mentioned below:
BHEL shall arrange suitable vehicle for transportation of materials from stores/storage yard/site to transporters godowns. Contractor shall identify, tag, pack and prepare gate passes for the materials to be dispatched. Materials shall be loaded onto the outgoing vehicle with due care and handed over to the transporter with clear goods receipt which shall be submitted with BHEL promptly within the quoted rates as per **SL NO A1.6** of “table for weightages/ factors and BOQ of chapter xv schedule of rates & quantities”.
- 13.2.5 Cutting of scrap for dispatch shall not be in the scope of contractor.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter XIV PROGRESS OF WORK

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

- 14.1 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.
- 14.2 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.
- 14.3 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.
- 14.4 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.
- 14.5 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.
- 14.6 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.
- 14.7 The contractor shall submit weekly / fortnightly / monthly statement report regarding consumption of all consumables for cost analysis purposes.
- 14.8 The contractor shall submit a report of any damage, shortage, discrepancy etc., every week detailing in this regard.
- 14.9 The manpower reports shall clearly indicate the manpower deployed, category wise specifying also the activities in which they are engaged.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter XIV PROGRESS OF WORK

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

- a) Progress photographs in colour.
- b) Work progress in terms of tonnage, welding joints, radiography, stress relieving, etc., completed as relevant to the respective work areas against planned.
- c) Site Organization chart of engineers & supervisors as on the last day of the month with further mobilization plan.
- d) 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.
- e) Consumables report giving consumption of all types of gases and electrodes during the previous month.
- f) Availability report of cranes.
- g) Safety implementation report in the format.
- h) Status of updation of details in MM Package / SCMS package of BHEL.
- i) Any other inputs required from BHEL for activities planned during the subsequent month.

14.11 Tenderers have to furnish a list of Tools and Plants including cranes, Tractor / Trailers etc., which they propose to deploy for this work.

14.12 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.

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

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

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

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-XV Schedule of items Quantities and Factor for deriving Item Rate from the accepted Lump-sum Price

AA.) Table for Weightages/ Factors and BOQ

Section A: Material Handling and Management			
SN	DESCRIPTION OF WORK	BOQ (MT) (A)	Factors/Weightage for 'Total for Calculation purpose only' w.r.t total lumpsum price quoted by bidder
Section A1			
A1.1	Material Handling and Material Management for Materials received through Trucks/Trailers at Project Site	20000	0.4010022447
A1.2	Material Handling and Material Management for Materials received at Transporters Godowns within a radius of 50 KM from Project Site	200	0.0092905213
A1.3	Material Handling and Material Management for Structural steel and Reinforcement steel received through trucks/trailers at project Site	6000	0.0992121286
A1.4	Material reshifting and re stacking within project premises and from outside storage yard located within 6 KM to plant premises (others than cement)	5000	0.0856970782
A1.5	Despatch/Outgoing materials	2500	0.0437456994
A1.6	Material issue and making records for already received materials at site	50000	0.1202844352
Total Section A1			
Section A2			
A2.1	Material Handling and Material Management for Cement received through bulkers at project Site	250	0.0021316692
A2.1a	Material Handling and Material Management for Cement received through trucks/trailers/bags in bags at project Site	1500	0.0054426373
A2.2	Material re-shifting and re-stacking for Cement within project premises	300	0.0030142151
A2.3	Despatch/Outgoing for Cement materials	300	0.0030928891
Total Section A2			
Section B: Pick and Carry Crane Services			

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-XV Schedule of items Quantities and Factor for deriving Item Rate from the accepted Lump-sum Price

SN	DESCRIPTION OF WORK	BOQ (MT) (A)	Factors/Weightage for 'Total for Calculation purpose only' w.r.t total lumpsum price quoted by bidder
B.1	Pick & Carry Crane 12/14 MT	8	0.0518132109
B.2	Pick & Carry Crane 18/20/23 MT	15	0.102587581
B.3	Standard Trailer Flat Bed 40 feet	12	0.0726856899
Total Section B			
Section C: Menial and Secretarial Services (Unit Rate Fixed as per NTPC/PVUNL minimum wages circular)			
Sl no.	Description	Man Months	Total Amount (In Rs)
C.1	Menial Services (unskilled)	135	₹ 27,32,130.00
C.2	Secretarial Services (skilled)	355	₹ 1,00,91,940.00
Total Section C			₹ 1,28,24,070 /-
Total (A1+A2+B+C) In Fig (Rupees)			

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 considering above Unit rate of individual items of BOQ. Agency will not be eligible any kind of compensation on reduction of the above quantity.

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

- Schedule of Rates and Quantities consist of the followings:
 - Section-A Material Handling and Management: Section-A1 & A2
 - Section-B: Pick and Carry Crane
 - Section-C: Menial and Secretarial Services (Prices Fixed by BHEL)
- Bidder has to quote Total Lump-sum price for Section-A1 & A2 and Section-B in VOL-II PRICE BID at BHEL E-procurement Portal.**
- Prices for Section-C: Menial and Secretarial Services are already fixed by BHEL.
- Offer evaluation (L-1, L-2 status) of the bidders shall be done based on the Total Lumpsum Price of **Section-A1 & A2 + Section-B** as quoted in the Volume II Price Bid.
- Final awarded price shall be based on Total summation of prices of **Section A1 & A2 + Section B + Section C**
- BHEL has pre-fixed Weightage Factors for 'Total for Calculation purpose only' of individual items of/falling under Section A1 & A2, Section B. 'Total for Calculation purpose only' for each item falling under these sections are derived by Multiplying Weightage Factors and

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-XV Schedule of items Quantities and Factor for deriving Item Rate from the accepted Lump-sum Price

Grand total amount quoted by the bidder. Further to calculate Item Rate, '*Total for Calculation purpose only*' shall be divided by respective quantities, rounding down to two decimal places.

7. These item wise Weightage Factors and Quantities allocations are as detailed in above Table.
8. Actual Total amount for individual items shall be obtained by multiplying Unit rate of each item as derived in sl no. 7 above to the respective quantities.
9. Grand Total of Section-A and Section-B shall be derived by summing up the actual total amount of individual items thus derived for (as per Sl No 9 above), i.e. Section-A1 & A2 + Section-B rounding off to zero decimal places.
10. Total Section A1 & A2 + Section B + Section C shall be considered for award of the work.
11. For the convenience of bidders, BHEL has issued an excel sheet '**Excel sheet for calculation purpose only**' with all requisite formulae as detailed above. **However, this excel sheet shall not form part of contract document.**