E-TENDER SPECIFICATION

No. BHE/PW/PUR/NTPRT-MMS-2/2959

Scope of Work: The Work 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 equipments, 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, RAMGHARH JHARKHAND

VOLUME I – TECHNICAL BID

THIS TENDER SPECIFICATION CONSISTS OF:

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



Bharat Heavy Electricals Limited

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

CONTENTS			
Volume No	Description	Hosted in website bhel.com (Briefly) and detailed in BHEL e-Procurement Portal as files titled	
NIL	Tender Specification Issue Details	(Part of Vol-IA-2959)	
NIL	Notice Inviting Tender	(Part of Vol-IA-2959)	
I-A	Technical Conditions of Contract	Vol-I-A-2959	
I-B	Special Conditions of Contract	Vol-IB-SCC-2959	
I-C	General Conditions of Contract	(Vol-I-CD-2959)	
I-D	Forms & Procedures	(Vol-I-CD-2959)	
II	Price Bid Specification as specified in E-Procurement Portal	Volume-II-2959	

E-TENDER SPECIFICATION

No. BHE/PW/PUR/NTPRT-MMS-2/2959

Scope of Work: THE WORK 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 EQUIPMENTS, 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, RAMGHARH JHARKHAND

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

NOTICE INVITING TENDER

Bharat Heavy Electricals Limited



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Date: 13-05-2024

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 Co07/11mpetitive 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		
ii	Broad Scope of job	THE WORK 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 EQUIPMENTS, 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	
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
В	Volume-IB	Special Conditions of Contract (SCC)	Applicable
С	Volume-IC	General Conditions of Contract (GCC)	Applicable
D	Volume-ID	Forms and Procedures	Applicable
E	Volume-IE	Additional Annexure	<i>Applicable</i>
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	Applicable

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S No.	ISSUE	DESCRIPTION	
		per schedule below: Start: 13/05/2024, Time: 18:00 Hrs Closes: 20/05/2024, Time: 13:00 Hrs Brief information of the tenders shall also be available at central public procurement portal. (https://eprocure.gov.in/epublish/app)	
v	DUE DATE & TIME OF OFFER SUBMISSION	Date: 20/05/2024, Time: 13:00 Hrs The bidder should submit their offer online only in e-Procurement portal at https://eprocurebhel.co.in Bidders are requested to upload their offer well in advance in order to avoid last minute congestion at this website. Hard copy bid or bids through E-mail / fax shall not be accepted.	Applicable
vi	OPENING OF TENDER (Techno- Commercial Bid)	Date: 20/05/2024, Time: 17:00 Hrs Notes: (1) In case the due date of opening of tender becomes a nonworking 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 Lakh 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: Viveka Nand Jha Designation: Manager Deptt: Purchase Address: Floor no. 5 & 6,Shree Mohini Complex, 345 Kingsway, Nagpur-440001 Mobile-9429198214 Email: Vivekjha@bhel.in 2) Mr. P K Biswas Designation: DGM	Applicable

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S No.	ISSUE	DESCRIPTION	
		Deptt: Purchase Address: Floor no. 5 & 6,Shree Mohini Complex, 345 Kingsway, Nagpur-440001 Email: pkbiswas@bhel.in	
х	SCHEDULE OF Pre Bid Discussion (PBD)		Not Applicable
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	1) Shri Otem Dai, IAS (Retd.) 2) Shri Bishwamitra Pandey, IRAS (Retd.) 3) Shri Mukesh Mittal, IRS (Retd.)	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,
ADDRESS OF THE COMPANT	KINGSWAY,NAGPUR
NAME OF BANK	STATE BANK OF INDIA
NAME OF BANK BRANCH AND BRANCH CODE	SBI,NAGPUR MAIN BRANCH ,CODE-00432
CITY	NAGPUR
ACCOUNT NUMBER	40227423158
ACCOUNT TYPE	MC-C C Clean (C&I)
IFSC CODE OF THE BENEFICIARY BANK	SBIN0000432
BRANCH	3DINUUU432
MICR CODE OF THE BANK BRANCH	440002002

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

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

5.0 **Procedure for Submission of Tenders**:

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

Documents Comprising the e-Tender

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

a. Technical Tender (UN priced Tender)

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

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

b. Price Bid:

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

Note:

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

DO NOT'S

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

Digital Signing of e-Tender

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

ENCRYPTION digital signature certificate (DSC).

The Requirement:

1. A PC with Internet connectivity &

2. DSC (Digital Signature Certificate) (Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION)

BHEL has finalized the e-procurement service Provider-:

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

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

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

0120-4001 002

0120-4200 462

0120-4001 005

0120-6277 787

1. Peter Raj, NIC, Ph: 9942069052 Email Support: support-eproc@nic.in

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

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

The contact details of the DSC certifying authority:please refer http://www.mca.gov.in/ \rightarrow MCA SERVICES \rightarrow DSC SERVICES

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

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

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

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

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

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

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	PROJECT:	
	DUE DATE OF SUBMISSION:	
	CONTAINING THE FOLLOWING:	
i.	Covering letter/Offer forwarding letter of Tenderer.	
ii.	Duly filled in 'No Deviation Certificate' as per prescribed format to be placed after	
	document under sl no (i) above.	
	Note:	
	a. In case of any deviation, the same should be submitted separately for	
	technical & commercial parts, indicating respective clauses of tender	
	against which deviation is taken by bidder. The list of such deviation	
	shall be placed after document under sl no (i) above. It shall be	
	specifically noted that deviation recorded elsewhere shall not be	
	entertained.	
	b. BHEL reserves the right to accept/reject the deviations without	
	assigning any reasons, and BHEL decision is final and binding.	
	i). In case of acceptance of the deviations, appropriate loading	
	shall be done by BHEL	
	ii). In case of unacceptable deviations, BHEL reserves the right to	
	reject the tender	
iii. 	Supporting documents/ annexure/ schedules/ drawing etc. as required in line	
	with Pre-Qualification criteria.	
	It shall be specifically noted that all documents as per above shall be indexed	
	properly and credential certificates issued by clients shall distinctly bear the	
	name of organization, contact ph. no, FAX no, etc.	
iv.—	All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata	
	etc. pertinent to this NIT.	
V	Integrity Pact Agreement (Duly signed by the authorized signatory)	If applicable
vi. —	Duly filled-in annexures, formats etc. as required under this Tender	
	Specification/NIT	
vii.	Notice inviting Tender (NIT)	
viii. 	Volume – I A: <u>Technical</u> 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) Volume – I C : General Conditions of Contract (GCC)	
X.	Volume – I D : Forms & Procedures	
xi. xii.		
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.	
XIII.	This other details preferred by blader with proper macking.	
	PART-I B	
	ENVELOPE - II superscribed as:	
	PART-I (EMD)	
	TENDER NO:	
	NAME OF WORK:	
	PROJECT:	
	DUE DATE OF SUBMISSION:	
	CONTAINING THE FOLLOWING:-	
	Earnest Money Deposit (EMD) in the form as indicated in this Tender	
	Lannest Money Deposit (DMD) in the form as maleuted in this Tender	
	PART-II	
	PRICE BID consisting of the following shall be enclosed	
	ENVELOPE-III	1
	superscribed as:	

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

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

- <u>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.</u>
- 7.0 Deviation with respect to tender clauses and additional clauses/suggestions in Techno-commercial bid / Price bid shall NOT be considered by BHEL. Bidders are requested to positively comply with the same.
- 8.0 BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).

9.0 Assessment of Capacity of Bidders:

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

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

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

Total number of Packages in hand = Load (P)

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

II. <u>PERFORMANCE</u>: 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) <u>SIMILAR</u> to the

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packages covered under the tendered scope, excepting packages not commenced shall be taken into consideration. The 'Period of Assessment' shall be 6 months preceding and including the cut off month. The cut off month for reckoning 'Period of Assessment' shall be the 3rd Month preceding the month corresponding to 'latest date of bid submission', in the following manner:

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

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

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 , 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. $P_T = P_1 + P_2 + P_3 + P_4 + P_N$)
- b) Number of Months ' T_1 ' for which 'Monthly Performance Evaluation' as per relevant formats, should have been done in the 'Period of Assessment' for the corresponding similar package P_1 . Similarly T_2 for package P_2 , T_3 for package P_3 , etc. for the tendered scope. Now calculate cumulative total months ' T_T ' for total similar Packages ' P_T ' for all Regions (i.e. $T_T = T_1 + T_2 + T_3 + T_4 + ... T_N$)
- 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

- 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

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Sl. No.	Item Description		Details for all Regions			Total			
(i) 1	(ii) Similar Packages for all Regions → (under execution/executed during period of assessment)	(iii) P ₁	(iv) P ₂	(v) P ₃	(vi) P ₄	(vii) P ₅	(viii) 	(ix) P _N	(x) Total No. of similar packages for all Regions = P_T i.e. Sum (Σ) of columns (iii) to (ix)
2	Number of Months for which 'Monthly Performance Evaluation' as per relevant formats should have been done in the 'period of assessment' for corresponding Similar Packages (as in row 1)	T ₁	T ₂	T ₃	T4	T ₅		T _N	Sum (Σ) of columns (iii) to (ix) = T_T
3	Monthly performance scores for the corresponding period (as in Row 2)	S ₁₋₁ , S ₁₋₂ , S ₁₋₃ , S ₁₋₄ , S _{1-T1}	S ₂₋₁ , S ₂₋₂ , S ₂₋₃ , S ₂₋₄ , S _{2-T2}	S ₃₋₁ , S ₃₋₂ , S ₃₋₃ , S ₃₋₄ , S _{3-T3}	S ₄₋₁ , S ₄₋₂ , S ₄₋₃ , S ₄₋₄ , S _{4-T4}	S ₅₋₁ , S ₅₋₂ , S ₅₋₃ , S ₅₋₄ , S _{5-T5}		S _{N-1} , S _{N-2} , S _{N-3} , S _{N-4} , 	
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). <u>Calculation of Overall 'Performance Rating'</u> (**R**_{BHEL}) in case at least 6 evaluation scores for 'similar Package/Packages' for the tendered scope ARE NOT AVAILABLE, during the 'Period of Assessment':

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

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

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

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iii). Factor "L" assigned based on Overall Performance Rating (RBHEL) at Power Sector Regions:

Sl.	Overall Perfor	mance Ratii	ng Corresponding Value of 'L'
no.	(R _{BHEL})		Corresponding value of L
1	=(50	NA
2	> 60 ar	ıd ≤ 65	0.5
3	> 65 ar	nd ≤ 70	0.45
4	> 70 a	nd ≤ 75	0.4
5	> 75 ar	ıd ≤ 80	0.375
6	> 80 ar	id < 90	0.35
7	≥(00	0.33

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

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

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

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

Note:

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

The Bidder shall be considered 'Qualified' on 'Performance basis' as per 'Assessment of Capacity of Bidder' for the subject Tender if $P \le P_{Max}$

(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, 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 'AVERAGE ANNUAL TURNOVER':

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

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

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

'Assessment of Capacity of Bidder':

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

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

IV. **Explanatory note**:

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

Table-1

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

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

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

, , , , ,

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

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

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

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

- iv). Consequent upon applying the criteria of 'Assessment of Capacity of Bidders' detailed above on all the bidders qualified against Technical and Financial Qualification criteria, if the number of qualified bidders reduces to less than four, then for further processing of the Tender, BHEL at its discretion reserves the right to also consider the bidders who are "not qualified" as per criteria of 'Assessment of Capacity of Bidders' and for this, procedure described in following three options shall be followed:
 - a) All the bidders having Overall Performance Rating ('R_{BHEL}') ≥60 shall be considered qualified against criteria of 'Assessment of Capacity of Bidders'.
 - b) If even after using option "a", the number of qualified bidders remains less than four, then in addition to bidders considered as per option "a", "First timer" bidders having average of available performance scores ≥60 upto and including the Cut Off month shall also be considered qualified against criteria of 'Assessment of Capacity of Bidders'.
 - c) If even after using option "a" and "b", the number of qualified bidders remains less than four, then in addition to bidders considered as per option "a" and "b", "First timer" bidders for whom no performance score is available in the system upto and including the Cut Off month, shall also be considered qualified against criteria of 'Assessment of Capacity of Bidders'.

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

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

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

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

- vii). Performance Evaluation for Activity Month shall be completed in Evaluation Month (i.e. month next to Activity Month) or in rare cases in Post Evaluation Month (i.e. month next to Evaluation Month) after approval from Competent Authority. In case scores are not acceptable, Contractor can submit Review Request to GM Site/GM Project latest by 27th of Evaluation Month or 5 days after approval of score, whichever is later. However, acceptance/rejection of 'Review Request' solely depends on the discretion of GM Site/GM Project. After acceptance of Review Request, evaluation score shall be reviewed at site and the score after completion of review process shall be acceptable and binding on the contractor.
- viii). Project on Hold due to reasons not attributable to bidder
 - a. **Short hold:** Evaluation shall not be applicable for this period, however, Loading will be considered.
 - b. **Long hold:** Short hold for continuous six months and beyond or hold on account of Force Majeure shall be considered as Long Hold. Evaluation as well as Loading shall not be considered for this period.
- ix). Performance evaluation as specified above in this clause is applicable to Prime bidder and Consortium partner (or Technical tie up partner) for their respective scope of work.
- 10.0 Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc. before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.
- 11.0 For any clarification on the tender document, the bidder may seek the same in writing or through e-mail and/or through e-procurement portal https://eprocurebhel.co.in, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
- 12.0 BHEL may decide holding of pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.
- 13.0 In the event of any conflict between requirement of any clause of this specification/documents/drawings/data sheets etc. or requirements of different codes/standards specified, the same to 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.

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- 14.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
- 15.0 Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), if applicable, along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. The names and other details of Independent External Monitor (IEM) for the subject tender is as given at point (1) above.

"Integrity Pact (IP)"

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

Sl. No.	IEM	Email
<mark>1.</mark>	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in
<mark>2.</mark>	Shri Bishwamitra Pandey, IRAS (Retd.)	Iem2@bhel.in
3.	Shri Mukesh Mittal, IRS (Retd.)	Iem3@bhel.in

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

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

Note:

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

Details of contact person(s):

Name:	Sh P K Biswas	Viveka nand Jha/ Manager (Purchase)
Dept:	Purchase Department	
Address:	Floor No. 5 & 6, Shreemohini Com	plex, 345 Kingsway, Nagpur-440001
Email:	pkbiswas@bhel.in	vivekjha@bhel.in
Phone:	8617711054	9429198214

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.

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

- 18.0 Validity of the offer shall be for **Six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 19.0 **Reverse Auction:** "BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) (https://www.bhel.com/guidelines-reverse-auction-2021) for this tender. RA shall be conducted among the techno-commercially qualified bidders.

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

Note:-

- **1.** No benefits to MSE bidders w.r.t Reverse Auction Guidelines as available on www.bhel.com against works contract.
- **2**. In case of enquiry through e-procurement the sealed electronic price bid (e-bid) is to be treated as sealed envelope price bid.
- 20.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 21.0 In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.
- 22.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.

23.0 Void

- 24.0 The bidder shall submit/upload documents in support of possession of 'Qualifying Requirements' duly self-certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.
- 25.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 26.0 The consultant / firm (and any of its affiliates) shall not be eligible to participate in tender(s) for the related works or services for the same project, if they were engaged for the consultancy services.
- 27.0 Guidelines/rules in respect of Suspension of Business dealings, Vendor evaluation format, Quality, Safety & HSE guidelines, Experience Certificate, etc. may undergo change from time to time and the latest one shall be followed. The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/contractors' is available on www.bhel.com on "supplier registration page".
- 28.0 The offers of the bidders who are on the banned/ hold list and also the offer of the bidders, who engage the services of the banned/ hold firms, shall be rejected. The list of **banned/ hold firms** is available on BHEL web site www.bhel.com.
 - 28.1 Integrity commitment, performance of the contract and punitive action thereof:

28.1.1Commitment by BHEL:

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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.

28.1.2Commitment 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 extent guidelines of the company available on www.bhel.com and / or under applicable legal provisions.

29.0 Micro and Small Enterprises (MSE)

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

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

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

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

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

31.0 PREFERENCE TO MAKE IN INDIA:

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

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

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of this Clause shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Clause means:
 - a. An entity incorporated established or registered in such a country; or
 - b. A subsidiary of an entity incorporated established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV. The beneficial owner for the purpose of (III) above will be as under:
 - 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation
 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
 - 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
 - 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical

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person has ownership of or entitlement to more than fifteen percent of the property or capital or profits of the such association or body of individuals.

- 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Note:

- (i) The bidder shall provide undertaking for their compliance to this Clause, in the Format provided in **Annexure-11**.
- (ii) Registration of the bidder with Competent Authority should be valid at the time of submission as well as acceptance of the bids.
- 32.0 Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.

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

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

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

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

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

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

35.0 Order of Precedence:

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

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

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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

(Additional General Manager - Purchase)

Enclosure:

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

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ANNEXURE-1

PRE QUALIFYING CRITERIA

E-Tender Spec No: BHE/PW/PUR/NTPRT-MMS-2/2959 Scope of Work: THE WORK 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 EQUIPMENTS, PANELS, CABLES / CABLE TRAYS, AND OTHER **IOB** 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 3X800 MW PVUNL PROJECT PATRATU, RAMGHARH JHARKHAND

S No	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criterial 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	
В	Technical QR Bidder shall essentially meet the Qualifying Requirements as under, in the last seven years as on latest date of bid submission: B.1) Not Applicable 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 seven years as on the latest date of offer Submission: B.2.1) Material* unloading for 2X190 MW or above rating Unit / 1 unit of 400 MW or higher rating Thermal Power Project (Consisting of min. 40,000 MT) in a single work order. OR B.2.2) "One job of Material* unloading of 89600 MT or higher in a single Work Order" OR "One job of Material* unloading of value of Rs. 160 Lakhs or higher in a single Work Order in any Industry, Industrial or Infrastructure project or Thermal Power Project.	Applicable	

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	OR B.2.3) "Two jobs of Material* unloading each of 56000 MT or higher" OR Two jobs of Material* unloading each of value Rs. 100 Lakhs or higher in any Industry, Industrial or Infrastructure project or Thermal Power Project. OR B.2.4) "Three jobs of Material* unloading each of 44500 MT or higher" OR Three jobs of Material* unloading each of value Rs. 80 Lakhs or higher in any Industry, Industrial or Infrastructure project or Thermal Power Project.		
	OR B.2.5) Bidder must have Executed Erection & Commissioning of At least One Boiler (Consisting of "Pressure Parts" and "Structure" of the same unit as standalone Bidder (i.e. without any consortium)) of a Unit of rating ≥400 MW. OR B.2.6) Bidder must have Executed at least 10,000 MT of structural Erection and/or Fabrication work in any Industry, Industrial or Infrastructure project or Thermal Power Project.		
	(*Material: i) 'Material' shall mean Plant Materials ('Power Plant' / 'Industrial' Equipment/components) AND/OR Reinforcement Steel/ Structural Steel ii) Handling of Cement bags, Sacks, Packages, Coal, sand and all kind of minerals shall not be considered.) iii) Work Order containing only Reinforcement Steel/ Structural		
	Steel / Cement bags/ Sacks/ Coal/ sand/ all kind of minerals/any combinations of the above shall not be considered).		
C-1	FINANCIAL TURNOVER Bidders must have achieved an average annual financial turnover (audited) of ₹ 123 Lakhs or more over last three Financial Years (FY) i.e. '2020-21, 2021-22 & 2022-23'	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 ("2018-2019, 2019-2020,2020-21, 2021-22 & 2022-23 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	Not Applicable	

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

Explanatory Notes for POR 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-

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

Where

P = Updated value of work

R = Value of executed work

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

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

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

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

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

Net worth = Paid up share capital + Reserves

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

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

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

Common Explanatory Notes:

- 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 "B1Technical Criteria" except for mechanical package where B1 criteria is not applicable.
 - e. Prime Bidder and Consortium Partner shall together comply with the 'Pre-Qualification Requirements' specified for the respective category of technical requirement as per "B2 technical criteria".
 - f. Prime Bidder shall comply with all other Pre Qualifying criteria for the Tender unless otherwise specified.
 - g. All other conditions shall be read in conjunction with clause no 23.0 of NIT.
 - h. Prime Bidder shall be the Bidder who has a major share of work.
 - i. Prime Bidder shall be responsible for the overall execution of the Contract.
 - j. Performance shall be evaluated for Prime Bidder and the Consortium partner for their respective scope of work.
 - k. In case the Consortium partner backs out, another consortium partner meeting the QRs, has to be engaged by Prime Bidder and if not, the respective work will be withdrawn and executed on risk and cost basis of the prime bidder.
 - l. In case Prime Bidder withdraws or insolvency / liquidation / winding up proceedings have been initiated / admitted against the Prime Bidder, BHEL reserves the right to cancel, terminate or short close the contract or take any other action to safeguard BHEL's interest in the Project / Contract. This action will be without prejudice to any other action that 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.

		-
		Format-1
ertificate for relationship b	etween Parent Company / Subsid	diary Company and the bidder
0,		
ear Sir,		
Sub: Bid for NIT No	dated for "	" (name of the tender).
	is Parent	
arent Company in Subsidiary	Company as on(not of	and details of equity holding of the earlier than seven days prior to the
d Submission Date) are given	n as below:	NAME OF STREET AND ADDRESS OF
		Percentage of Equity Holding
Name of Parent Company	Name of Subsidiary Company	of Parent Company in Subsidiary Company
software its broader and appropriate	Capacita describilità di la	and the second of the second
	10 D.M. (Aresonne) erregnen om Ossange	SEASON NEEDS AND CONTRACTOR OF THE PROPERTY OF
nsert Name and Signatu	are of Statutory Auditor or	practicing Company

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Format-2

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

(Off the Letter flead of farcing John	any outsidary company, as approaches,
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).
	ail the NIT/Tender Terms and Conditions, including in ing submission of an Undertaking, as per the prescribed
	(the Bidder) has been authorized by us to use cal Criteria as specified in Clauseof the PQR
Security Deposit to be submitted by Bidder as	ivalent to 1% of the total contract value in addition to per Clauseof the NIT/Tender for fulfillment of ract, in the event of(the Bidder)
We confirm that we along with M/sseverally responsible for successful performance	(the bidder), are jointly or se of the contract.
	ate in the above tender as a 'Standalone Bidder' or as a a any other bidder to use our Technical capability for the
All the terms used herein but not defined, shall the referred NIT/Tender.	have the meaning as ascribed to the said terms under

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

4	Name and Address of the Tree leaves				
1	Name and Address of the Tenderer				
2	Details about type of the Firm/Company				
		Name : Mr/Ms			
		Designation:			
2 -	Details of Contact and a second for this Ton Jan	Telephone No:			
3.a Details of Contact person for this Tender	Mobile No:				
		Email ID:			
		Fax No:			
		Name : Mr/Ms			
		Designation:			
3.b	Details of alternate Contact person for this	Telephone No:			
3.0	Tender	Mobile No:			
		Email ID:			
		Fax No:			
		DD No:	Date :		
4	EMD DETAILS	Bank :	Amount:		
4	EMD DETAILS	Please tick ($$) whichever applicable:-			
		ONE TIME EMD / ONLY FOR THIS TENDER			
5	Validity of Offer TO BE VALID FOR SIX I		R SIX MONTHS FRO	SIX MONTHS FROM DUE DATE	
	<u> </u>		APPLICABILITY	ENCLOSED BY	
	Whather the format for compliance with DDE QUALIFICATION		(BY BHEL)	BIDDER	
6	Whether the format for compliance with PRE QUALIFICATION CRITERIA (ANNEXURE-I) is understood and filled with proper		Applicable	YES / NO	
	supporting documents referenced in the specif		1110 / NO	,	
7	Audited profit and Loss Account for the last three years		Applicable/ Not	YES/NO	
	•	-	Applicable Applicable/Not	•	
8	Copy of GST & PAN Card		Applicable Applicable	YES/NO	
9	Whether all pages of the Tender documents including		Applicable/ Not	YES/NO	
	annexures, appendices etc. are read understood and signed		Applicable	120/110	
10	Integrity Pact		Applicable/ Not Applicable	YES/NO	
11	1 Offer Forwarding Letter / Tender Submission Letter		Applicable/ Not	YES/NO	
	oner forwarding better / Telluci oublinission better		Applicable	120/110	
12	Declaration by Authorized Signatory		Applicable/ Not Applicable	YES/NO	
12	13 No Deviation Certificate		Applicable/Not	VEC/NO	
13	NO DEVIACION CELUNICACE		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	Applicable/ Not Applicable	YES/NO
	Power of Attorney of Consortium Partner.		
21	Analysis of Unit rates	Applicable/ Not Applicable	YES/NO
22	Annexure-5: Authorization of representative who will participate in the online Reverse Auction Process	Applicable/ Not Applicable	YES/NO
23	Annexure-6: RA Price Confirmation and Breakup	Applicable/ Not Applicable	YES/NO
24	Annexure-8: Undertaking as per PQR C4 of Annexure-1 i.e. PQR	Applicable/ Not Applicable	YES/NO
25	Annexure-9: Declaration reg. Related Firms & their areas of Activities (x) Other Tender documents as per this NIT.	Applicable/ Not Applicable	YES/NO
26	Annexure-10 Declaration regarding minimum local content	Applicable/ Not Applicable	YES/NO
27	Annexure-11: Declaration regarding compliance to restrictions under rule 144 (xi) of GFR 2017	Applicable/ Not Applicable	YES/NO

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

DATE:

<u>AUTHORISED SIGNATORY</u>
(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 Udyam Registration **Memorandum** 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: 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: 2Rs 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)Micro / Small/ Medium (Strike off which is not applicable) Category under MSMED Act 2006. - Or The enterprise has been graduated upward from its original category (micro/small/medium) (strike off which is not applicable), the enterprise shall maintain its prevailing status till expiry of one year from the close of year of registration, as notified vide S.O. No. 2119 (E) dated 26.06.2020 published in the gazette notification dated 26.06.2020 by Ministry of MSME. 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

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ANNEXURE-4

Reverse Auction Process Compliance Form

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

To

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

Sub: Agreement to the Process related Terms and Conditions

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the RFQ document for {Items} against BHEL enquiry/ RFQ no. { BHE/PW/PUR/NTPRT-MMS-2/2959} dt. {......} This letter is to confirm that:

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

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

With regards

Signature with company seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

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

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ANNEXURE-5	

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

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

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ANNEXURE-6

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

To		
- M/s. Service prov	vider	
- Postal address		
CC: M/s BHEL		
•	5, KINGSWAY, NAGPUR-440	0001
Sub: Final price que	oted during Reverse Auct	ion and price breakup
Dear Sir,		
We confirm that we	have quoted.	
-	a in words} RT-MMS-2/2959 } dt.{}	for item(s) covered under tender enquiry No. {
C.S.T., freight and ins		ted enquiries is inclusive of { <i>Packing & forwarding, GST, E.D.,</i> } <i>District,</i> {} <i>State and Type Test</i> <i>per NIT</i> }
	rices as quoted during the nos. & in words} days	Reverse Auction conducted today {date} which will be valid s.
The price break-up i	s as given below.	
		======
Total		- Rs. in value & in words
		======
Yours sincerely,		
For		
Name:		
Company:		
Date: Seal:		
scal.		

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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-2/2959) Scope of Work: THE WORK 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 EQUIPMENTS, 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, RAMGHARH JHARKHAND

(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

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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.
 - 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.

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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 with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 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 Banning 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 Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor(s) and ensure that all Sub-contractors also sign the Integrity Pact.
- 6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity Pact or violate its provisions.

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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.
- 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 Secret/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 advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEMs would not be legally binding and it is restricted to resolving issues raised by a Bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some Bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of Contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to the CMD, BHEL at the earliest. They may also send their report directly to the CVO, in case of suspicion of serious irregularities requiring legal/ administrative action. Only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Commission. IEMs will tender their advice on the complaints within 30 days.
- 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

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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.

- 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. Issues like warranty/ guarantee etc. shall be outside the purview 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 till the final completion of contract for successful Bidder, and for all other Bidders 6 months after the Contract has been awarded. 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

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would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.

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. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract. The fees/expenses on dispute resolution through mediation shall be shared by both the parties. Further, the mediation proceedings shall be confidential in nature and the parties shall keep confidential all matters relating to the mediation proceedings including any settlement agreement arrived at between the parties as outcome of mediation. Any views expressed, suggestions, admissions or proposals etc. made by either party in the course of mediation shall not be relied upon or introduced as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of mediation proceedings. Neither of the parties shall present IEMs as witness in any Alternative Dispute Resolution or judicial proceedings in respect of the dispute that was subject of mediation.

THE PARTY OF THE P	
For & On behalf of the Principal	For & On behalf of the Bidder/ Contractor
(Office Seal)	(Office Seal)
Place	
Date	
Witness:	Witness:
(Name & Address)	(Name & Address)

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	ANNEXURE-8
<u>UNDERTAKING</u>	
(To be typed and submitted in the Letter Head of th	e Company/Firm of Bidder)
To, GM-PURCHASE BHEL-PSWR, 345, KINGSWAY, NAGPUR-440001	
Dear Sir/Madam,	
Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION	N/ BANKRUPTCY PROCEEDINGS
Ref: NIT/Tender Specification No: BHE/PW/PUR/NTPRT-MM	S-2/2959
I/We,	declare that, I/We
am/are not under insolvency resolution process or liquidation of	or Bankruptcy Code Proceedings (IBC) as
on date, by NCLT or any adjudicating authority/authorities	s, which will render us ineligible for
participation in this tender.	
(With	Sign. of the AUTHORISED SIGNATORY Name, Designation and Company seal)
Place: Date:	

	ler Spec No: BHE/PW/PUR/NTPRT-MMS-2/295		Page 45 of 110		
			ANNEXUR		
	<u>DECLAI</u>	RATION			
_			Date:		
	JRCHASE PSWR, 345, KINGSWAY, NAGPUR-440001				
Sub:	Details of related firms and their area of	activities			
Dear S	ir/ Madam,				
	find below details of firms owned by our fance item with BHEL,(N		e doing business/ registered		
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				
	e: I certify that the above information is true of the above information furnished is foun		al action from BHEL in case Regards,		
			S		

_	: BHE/PW/PUR/NTPRT-MMS-2/2959		age 46 of 110
DECI REVISED PUBI (To be type	LARATION REGARDING MINIM LIC PROCUREMENT (PREFEREN 04 TH JUNE, 2020 AND S ed and submitted in the Letter Hea applic	UM LOCAL CONTENT ICE TO MAKE IN IND UBSEQUENT ORDER and of the Entity/Firm p cable)	Annexure-10 I IN LINE WITH IA), ORDER 2017 DATED (S) Providing certificate as
To, GM-PURCHASE	s, KINGSWAY, NAGPUR-440001		
Dear Sir,			
	reg. minimum local content in lin 7-Revision, dated 04th June, 2020 ar		
Ref: 1) NIT/Tend	der Spec No: BHE/PW/PUR/NTPR	T-MMS-2/2959	
2) All other p	pertinent issues till date		
of the organization 'Class-I local sup Make in India), O	y that the items/works/services off on here) has a local content of pplier' / 'Class II local supplier' rder 2017-Revision dated 04.06.202 the location(s) at which the	when and this meets the second was as defined in Public 20 issued by DPIIT and second walue addition	local content requirement for Procurement (Preference to subsequent order(s).
 Thanking you, Yours faithfully,			(Signature, Date & Seal of
		Authoriz	zed 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 RESTRICT	TIONS UNDER RULE 144 (xi) OF GFR 2017
(To be typed and submitted in the Letter Head of the Enti	
To, GM-PURCHASE BHEL-PSWR, 345, KINGSWAY, NAGPUR-440001	
Dear Sir,	
Sub: Declaration regarding compliance to Restrictions under	er Rule 144 (xi) of GFR 2017
Ref: 1) NIT/Tender Spec No: BHE/PW/PUR/NTPRT-MMS-BHE/PW/PUR/LRPT2-MM-P 2) All other pertinent issues till date	•
I have read the clause regarding restrictions on procureme land border with India and on sub-contracting to contact (specify the name of	•
a. is not from such a country	
b. has been registered with the Competent Authority Authority, i.e., the Registration Committee constitute Internal Trade (DPIIT));	
and will not sub-contract any work to a contractor fro registered with the Competent Authority. (attach relevant v	
I hereby certify that we fulfill all requirements in this regar	d and is eligible to be considered.
Thanking you, Yours faithfully,	

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

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

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ANNEXURE-12

IMPORTANT INFORMATION

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

Postal Address:

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

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

Manager Purchase, Email: vivekjha@bhel.in , Mob: 942919214

AGM Purchase, Email: pkbiswas@bhel.in

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

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

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

- 7. BHEL Fraud Prevention Policy: "The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice."
- 8. 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.
- 9. Acceptance of Bank Guarantee (BG)
 Revision in Acceptance of Bank Guarantee (BG) Clause no. 1.10.3 (iii) of Vol I C GCC:

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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 Hongkond and Shanghai Banking Corporation Ltd

ICICI Bank Ltd.

IDBI Ltd.

Punjab National Bank

Standard Chartered Bank

State Bank of Travancore

State Bank of Hyderabad

Syndicate Bank

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

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

10. Broad Terms & Conditions of Reverse Auction:

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

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

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

Note:-

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

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

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

- 11. 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
- 12. **OVER RUN COMPENSATION Clause no. 2.12 of Vol I C GCC**: Applicable for Section A & Not applicable for Section B (Cranes) & C (Menial & Secretarial Services) of Schedule of Rates & Quantities.
- 13. **PRICE VARIATION COMPENSATION Clause no. 2.17 of Vol I C GCC:** Applicable for Section A & Not applicable for Section B (Cranes) & C (Menial & Secretarial Services) of Schedule of Rates & Quantities.

Clause 2.17.6 of GCC: PRICE VARIATION COMPENSATION is amended as below-

Existing clause 2.17.6 of GCC: PRICE VARIATION COMPENSATION	Amended clause
Base date shall be calendar month of the 'last date of submission of Tender'.	Base date shall be calendar month of the "date start of work duly certified by BHEL engineer." For each package

- 14. **PERFORMANCE GUARANTEE FOR WORKMANSHIP** Clause no. 2.24 of GCC: **Not Applicable**
- 15. **Quantity Variation**: 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.
- **16.** 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;

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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.

17. Bidder to take note of the following clauses which have been revised

General Conditions of Contract: Clause No. 1.9, 1.10, 2.7, 2.11, 2.13, 2.15,2.19, 2.22, 2.24 & 2.27

2959

TECHNICAL CONDITIONS OF CONTRACT (TCC)

BHARAT HEAVY ELECTRICALS LIMITED



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TECHNICAL CONDITIONS OF CONTRACT (TCC) Chapter - I: Project Information

1. Project Information

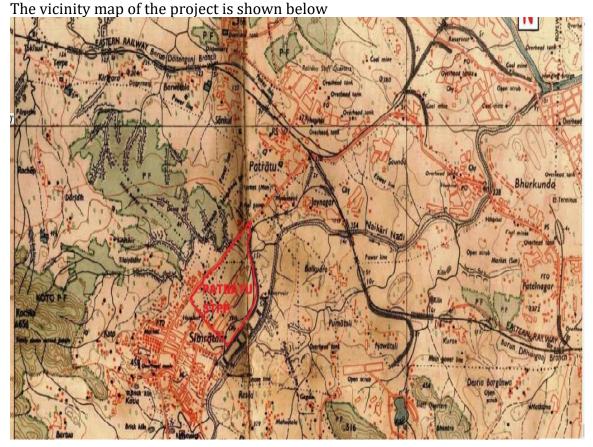
Project Name: 3x800 MW Patratu Vidut Utpadan Nigam Ltd. (PVUNL) Patratu STPP The proposed site is located near Patratu town in Ramgarh district of Jharkhand.

The latitudes and longitudes of the site are as follows:

Main Plant & Township:

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

Nearest Town : Patratu (3Km)
Nearest City : Ranchi (35Km)
Nearest Rly Station : Patratu (4Km)
Nearest Airport : Ranchi (45Km)
Nearest Seaport : Kolkata (424 Km)



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 various unit Supplied Items, fabricated structures, TMT & Cement -Approx 110000 MT

Scope of under Both Packages are broadly as under:

- 1. The work of receipt, unloading, verifying, shifting, stacking, preservation, handling and handing over of components of Power Plant Equipment/Component such as boiler / Boiler Auxiliaries including mills & feeders etc.; ESP with auxiliaries, steam turbine & auxiliaries; turbo-generator & auxiliaries; pumps with aux., rotating machines, tanks & vessels, complete electrical, controls and instrumentation equipments, 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, 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. Unloading of <u>all types of structural & reinforcement steel and plant equipment's Including heavy consignments and/or over-dimensional consignments</u> (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.
- 4. The required jack & sleeper are to be arranged by the contractor.
- 5. Receipt of materials dispatched by road transport on door delivery basis at the BHEL stores and unloading thereof.
- 6. Collection of materials dispatched by road transport on go-down delivery basis from transporters' go-downs, loading at transporters go-down, local transport up to BHEL stores / storage yard and unloading thereof.
- 7. **Preliminary verification** of all materials at the time of unloading from transport vehicle or while receiving consignments from transporters' Go-down, as the case may be, reporting immediately the discrepancies like damages and shortages noticed.
- 8. **Detailed verification** of materials with reference to packing list and loading advice slip after unpacking of boxes & crates; repacking, where called for, after detailed verification; preparation of receipt inspection reports.

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- 9. **Stacking and storing** at BHEL open storage yard / covered stores / closed & semi-closed sheds and submission of stacking / storing records.
- 10. **Preservation of the materials** in accordance with BHEL preservation manual and as per BHEL instructions.
- 11. General cleaning, grass cutting and upkeep of storage yard, covered and semi-closed stores sheds within the quoted rates for unloading, verification and stacking.
- 12. Providing Materials Management Services.
- 13. **Re-handling and restacking** of materials as and when called for by BHEL. This also includes excess / redundant / scrap materials returned to stores by BHEL erection contractors.
- 14. **Handling and loading of outgoing materials** those are to be sent to other destinations.
- 15. Lodging of complaint with local authorities for any theft / damage of received/ stored material.
- 16. Record keeping (receipt & issue) of cement. Cement received from Bulker shall be unloaded by respective civil agency.
- 17. 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.
- 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 equipments (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.

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	Approx. Wt.
	Dimen	sions (L X W X H	in mm	1)	

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1	HP Turbine	128.4 MT OR ABOVE
1	(6745 X 3790 X 3495)	
2	LP Rotor	80 MT OR ABOVE
	(7160 X 3728 X 3740)	
4	Station Transformer	135 MT OR ABOVE
4	(8000 x 4000 x 4500)	
5	Generator Rotor	99 MT OR ABOVE
3	(14755 X 1910 X 1915)	
6	Cabins/Crawlers/counter weight of BHEL	Up to 65 MT
0	Cranes	
7	Generator Transformers	250 MT OR ABOVE
/	7400 X 4100 X 4400	

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.
- **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 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 or any other causes or 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, equipments 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 deployement 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:

Site Contact Details:	Sh Praveen pandey
To be updated later	PSWR Nagpur
	Email: praveen.pandey@bhel.in
	Ph. No: +91-9574015556

- 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 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 TARPAULINS 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 Bond||. Indemnity 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 equipments, oil drums, tools, plants or any other items and equipment's meant for erection, commissioning, and office equipment / furniture and miscellaneous items, contractor to use his own cranes, tractor / trailers, trucks, lorries, slings, jacks, lifting tackles and any other equipments for this job. Handling of equipments for verification of components including opening of cases / crates / boxes and repacking / stacking after verification shall also be the responsibility of the contractor.

- **2.36** 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. 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 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.
- **2.43** 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.
- 2.44 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.
- **2.45** 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.
- **2.46** The contractor shall perform all required services which may not be specified herein but nevertheless required for the completion of work within quoted rates.

- **2.47** All necessary certificates and licenses required to carry out this work are to be arranged by the contractor expeditiously.
- **2.48** All cranes, transport equipments, handling equipment, tools, tackles, fixtures, equipment, manpower, supervisors/engineers, consumables (excluding those indicated as BHEL scope), etc required for this scope of work shall be provided by the contractor.
- **2.49** 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.

Sl.	Description PART I		/ to be care by	
No.			Bidder	Remarks
3.1	ESTABLISHMENT			
3.1.1				
а	Open Space for Office	Yes		Free
b	Open space for storage (as per availability)	Yes		Free
С	Construction of bidder's office, canteen and storage building including supply of materials and other services		Yes	
d	Bidder's all office equipments, office / store / canteen consumables		Yes	
e	Canteen facilities for the bidder's staff, supervisors and engineers etc		Yes	
f	Fire-fighting equipments like buckets, extinguishers etc Yes		Yes	
g	Fencing of storage area, office, canteen etc of the bidder		Yes	
3.1.2	FOR LIVING PURPOSES OF THE BIDDER			
a	a Open space for labour colony (as per availability)		Yes	
b	Labour Colony with internal roads, b sanitation, complying with statutory requirements		Yes	
3.2.0	ELECTRICITY			
3.2.1	Electricity for construction purposes 3 Phase 415/440 V			
a	a Single point source			Chargeable
b	Further distribution including all		Yes	
С	Duties and deposits including statutory		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	

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Sl.	Description	Scope / to be		
No.			care by	Remarks
110.	PART I		Bidder	
3.2.2	Electricity for the office, stores,			
5.2.2	canteen etc of the bidder			
a	Single point source		Yes	
	Further distribution including all			
b	materials, Energy Meter, Protection	Yes		
	devices and its service			
С	Duties and deposits including statutory		Yes	
	clearances if applicable			
222	Electricity for living accommodation			
3.2.3	of the bidder's staff, engineers,			
	supervisors etc		Vac	
a	Single point source		Yes	
b	Further distribution including all		Voc	
D	materials, Energy Meter, Protection devices and its service	Yes		
	Duties and deposits including statutory			
С	clearances if applicable		Yes	
3.3.0	WATER SUPPLY			
3.3.1	For construction purposes:			
0.0.1	Making the water available at single			
a	point		YES	
	Further distribution as per the			
b	requirement of work including supply	Yes		
	of materials and execution			
3.3.2	Water supply for bidder's office,			
3.3.2	stores, canteen etc			
a	Making the water available at single		YES	
a	point	1123		
	Further distribution as per the	Yes		
b	requirement of work including supply			
	of materials and execution			
3.3.3	Water supply for Living Purpose			
	Making the water available at single	Yes		
a	point			
	Further distribution as per the			
b	requirement of work including supply	Yes		
	of materials and execution			
3.4.0	LIGHTING			

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Sl.	l. taken		/ to be care by	
No.	PART I	BHEL	Bidder	Remarks
a	For construction work (supply of all the necessary materials) 1. At office/storage area 2. At the preassembly area 3. At the construction site /area		Yes	
b	For construction work (execution of the lighting work/ arrangements) 1. At office/storage area 2. At the preassembly area 3. At the construction site /area			
С	Providing the necessary consumables		Yes	
d	d Lighting for the living purposes of the bidder at the colony / quarters		Yes	
3.5.0	COMMUNICATION FACILITIES FOR			
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			
а	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 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**

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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.
- 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. 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

- 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.

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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	Mobile Crane (Telescopic boom, Hydraulically operated with Turret Function)	40 MT	02	To be deployed as required or as instructed by BHEL Engineer: Tentative Mobilisation Schedule:in First Month of contract period.		
2	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: 1st Crane by first Month of contract period.		
3	Pick & Carry Crane 18/20 MT	18/20	02	To be deployed as required or as instructed BHEL Engineer: Tentative Mobilisation Schedule: 1st Crane by first Month of contract period. 2ND Crane by 2nd 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	TRAILER WITH PRIME MOVER	ADEQUATE CAPACITY	AS REQUIRED	To be deployed as per instruction of BHEL Engineer.
2	TRACTOR TRAILER	15/20MT	AS REQUIRED	To be deployed as per instruction of BHEL Engineer.
3	TRUCK	ADEQUATE CAPACITY	AS REQUIRED	To be deployed as per instruction of BHEL Engineer.
4	WOODEN SLEEPERS/WOODEN PLANK (*)	Assorted sizes (3' ft x 6" x 6")	1000 Nos	25% BY FIRST MONTH AND BALANCE WITHIN 3rd MONTH.

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5	SLINGS, 'D'-SHACKLES, MAX PULLER.	01 MT TO 10MT	15 PAIRS	To be deployed as per instruction of BHEL Engineer.
6	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
7	SPANNER SETS RING/D	UP TO 56 MM	ONE SET.	To be deployed as per instruction of BHEL Engineer.
8	Tarpaulin (Fire Proof) (*)	Assorted Size	200 nos.	50% BY SECOND MONTH AND BALANCE AS DIRECTED BY BHEL ENGINEER.
				Size to be decided at Site in consultation with BHEL Engineer.
9	Plastic cap/Plug for Pressure Part (*)	Size, as instructed by BHEL Engineer	5,000 no.	50% BY THIRD MONTH AND BALANCE AS DIRECTED BY 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 DEVISES (MMD):

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

NOTE:

- 4. 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.

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- 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 for deployement/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.

TECHNICAL CONDITIONS OF CONTRACT (TCC) Chapter – IV: T&Ps & MMEs to be deployed by Contractor

- 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 engange 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 <u>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).</u>
- 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 Pressure parts (panels as well as loose tubes) received at site, are to be covered with plastic caps/plugs at both ends. Contractor (both package A & b) shall procure 5000 nos. (each) of such plastic caps/plugs for pressure part pipes/tubes/panels. Agency responsible for handling of pressure parts shall INSTALL SUCH PLASTIC CAPS/PLUGS. ANY REQUIREMENT BEYOND 10,000 NO. OF PLASTIC CAPS/PLUGS, SHALL BE ARRANGED BY BHEL.
- 4.16 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.
- 4.17 Mobilisation and demobilisation of all T&Ps shall strictly be done as per the instructions from BHEL. BHEL also reserves the right to direct the contractor to dis-continue/ de-mobilise any/all of these cranes within the contract period/extended contract period with 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.

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- 4.18 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.
- 4.19 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.
- 4.20 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.
- 4.21 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.
- 4.2224. TANDEM OPERATION FOR UNLOADING/LOADING PURPOSE IS NOT ALLOWED.

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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 18 (Eighteen 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.

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
Sectio	n A1			
A1.1	Material Handling and Material Management for Materials received through Trucks/Trailers at Project Site	MT	83365	100%
1	Unloading, Shifting to Open/Covered Stores	MT	83365	30%
2	Updation of Receipt details, in store Material Registers/BHEL MM Package system	МТ	83365	15%
3	Stacking and Verification	MT	83365	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	МТ	83365	25%
5	Identification of material in ready to lift position for issue to BHEL/ Erection agency, and updation of issue details in stores Records	МТ	83365	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)	МТ	83365	3%
A1.2	Material Handling and Material Management for Materials received through Railway Wagons at Railway Siding/Station/Godown	MT	500	100%
1	Unloading from Railway wagons or collection from godowns, Reloading, transportation to site and unloading	МТ	500	30%
2	Updation of Receipt details, in store Material Registers/BHEL MM Package system	МТ	500	15%
3	Stacking and Verification	MT	500	15%
4	Updation of Verification details in Material stock registers, Submission of reports as per specified formats for shortage/open delivery, loading of police reports if required, documents for insurane claims Etc, and preparation of material receipt certificates in prescribed formats where ever applicable	МТ	500	25%

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5	Identification of material in ready to lift position for issue to BHEL/ Erection agency, and updation of issue details in stores Records	МТ	500	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)	МТ	500	3%
A1.3	Material Handling and Material Management for Materials received at Transporters Godowns within a radius of 50 KM from Project Site	MT	500	100%
1	Unloading from Railway wagons or collection from godowns, Reloading, transportation to site and unloading	МТ	500	30%
2	Updation of Receipt details, in store Material Registers/BHEL MM Package system	МТ	500	15%
3	Stacking and Verification	MT	500	15%
4	Updation of Verification details in Material stock registers, Submission of reports as per specified formats for shortage/open delivery, loading of police reports if required, documents for insurane claims Etc, and preparation of material receipt certificates in prescribed formats where ever applicable	МТ	500	25%
5	Identification of material in ready to lift position for issue to BHEL/ Erection agency, and updation of issue details in stores Records	МТ	500	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)	МТ	500	3%
A1.4	Material Handling and Material Management for Structural steel and Reinforcement steel received through trucks/trailers at project Site	MT	20000	100%

1	Unloading, Shifting to Open/Covered Stores	МТ	20000	30%
2	Updation of Receipt details, in store Material Registers/BHEL MM Package system	МТ	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 insurane claims Etc, and preparation of material receipt certificates in prescribed formats where ever applicable	МТ	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	МТ	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)	МТ	20000	3%
A1.5	Material (other than Cement) reshifting and re stacking within project premises	MT	2000	100%
1	Material Re-shifting Stacking	MT	2000	85%
2	Updation of store material register / BHEL MM package system	MT	2000	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)	МТ	2000	3%
A1.6	Despatch/Outgoing materials (other than Cement)	MT	4500	100%
1	Identification of Material, Tagging, Packing if required, Preparation of Gate passes etc.	МТ	4500	40%

2	Loading of materials, including T&P of BHEL, into trucks/Carriers at site stores/ erection site for onwrd transportation to other destinations (Transportation by other agencies)	МТ	4500	45%
3	Updation of store material register / BHEL MM package system	MT	4500	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)	МТ	4500	3%
Section	n A2			
A-2.1	Material Management for Cement received through trucks/trailers in bulkers/bags at project Site	МТ	250	100%
1	Updation of Receipt details, in store Material Registers/BHEL MM Package system	МТ	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 insurane claims Etc, and preparation of material receipt certificates in prescribed formats where ever applicable	МТ	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	МТ	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)	МТ	250	3%
	Material Management Conference and a laboration of			
A- 2.1a	Material Management for Cement received through trucks/trailers in bulkers/bags at project Site	MT	1000	100%
1	Updation of Receipt details, in store Material Registers/BHEL MM Package system	МТ	1000	45%
2	Stacking and Verification	MT	1000	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 insurane claims Etc, and preparation of material receipt certificates in prescribed formats where ever applicable	МТ	1000	25%
4	Identification of material in ready to lift position for issue to BHEL/ Erection agency, and updation of issue details in stores Records	МТ	1000	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)	МТ	1000	3%
A2.2	Material re-shifting and re-stacking for Cement within project premises	MT	300	100%
1	Material Re-shifting Stacking	MT	300	85%
2	Updation of store material register / BHEL MM package system	МТ	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)	МТ	300	3%
A2.3	Despatch/Outgoing for Cement materials	MT	300	100%
1	Identification of Material, Tagging, Packing if required, Preparation of Gate passes etc.	МТ	300	40%

			300	
2	Loading of materials, including T&P of BHEL, into trucks/Carriers at site stores/ erection site for onwrd transportation to other destinations (Transportation by other agencies)	МТ		45%
3	Updation of store material register / BHEL MM package system	МТ	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)	МТ	300	3%

Sec	Section B			
SN	Crane description	Unit	Duration	
B.1	Pick & Carry Crane 12/14 MT (Crane-1)	Month	18	
B.2	Pick & Carry Crane 18/20 MT (Crane-2)	Month	18	
B.3	Pick & Carry Crane 18/20 MT (Crane-3)	Month	15	
B.4	Pick & Carry Crane 40 MT (Crane-4)	Month	15	
B.5	Pick & Carry Crane 40 MT (Crane-5)	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	₹ 19,146	₹ 25,84,710			
<i>C.2</i>	Secretarial Services	Man Months	315	₹ 26,819	₹ 84,47,985			

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

7.2 VOID

7.3 VOID

7.4 VOID

7.5 Other payment terms & condition

7.5	OTHER payment terms & condition		
	% from every RA Bill to be paid only after satisfactory completion		
	otherwise forfeited		
7.5.1	REMOVAL OF GRASS/WEEDS AND OTHER PLANT GROWTH IN THE	3%	
	STORE AREA		
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%	

7.6 Cranes (For Section B)

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

7.7 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 Proejct.

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

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

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

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

3. **GST**:

The successful bidder shall furnish proof of GST registration .GST along with Cess (as applicable) legally leviable & payable by the successful bidder as per GST Law, shall be paid by BHEL. Hence Bidder shall not include GST along with Cess (as applicable) in their quoted price.

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

BHEL GSTN - As per **Annexure -1**

NAME -- Bharat Heavy Electricals Limited

ADDRESS - Site address

7. Bidder to immediately intimate on the day of removal of Goods (in case of any supply of goods) to BHEL along with all relevant details and a scanned copy of Tax Invoice to below email ids to enable BHEL to meet its GST related compliances:-

Email id ---- to be intimated later on.

- In case of delay in submission of the abovementioned documents on the date of dispatch, BHEL may incur penalty /interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from the successful bidder, if such delay is not attributable to BHEL.
- 8. In case of raising any Supplementary Tax Invoice (Debit / Credit Note) Bidder shall issue the same containing all the details as referred to in Section 34 read with Rule 53.

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- 9. Bidder shall note that in case GST credit is delayed/ denied to BHEL due to delayed / non receipt of goods and /or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from the vendor along with interest levied / leviable on BHEL, as the case may be.
- 10. Bidder shall upload the Invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act. Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the bidder along with interest levied / leviable on BHEL.
- 11. Way Bill: Successful Bidder to arrange for way bill / e-waybill for any transfer of goods for the execution of the contract.
 - The Bidder has to make their own arrangement at their cost for completing the formalities, if required, with Issuing Authorities, for bringing materials, plants & machinery at site for execution of the works under this contract, Road Permit/ Way Bill, if required, shall be arranged by the contractor and BHEL will not supply any Road Permit/ Way Bill for this purpose.
- 12. **New taxes and duties**:-Any New taxes & duties, if imposed subsequent to due date of offer submission as per NIT & TCN, by statutory authority during contract period including extension, if the same is not attributable to you, shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, you shall obtain prior approval from BHEL before depositing new taxes and duties.
 - Benefits and/or abolition of all existing taxes must be passed on to BHEL against new Taxes, if any, proposed to be introduced at a later date.
 - In case any new tax/levy/duty etc. becomes applicable after the date of bidder's offer but before opening of the price bid, the bidder must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of the price bids. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.
- 13. For transportation work, bidder shall declare in his quotation whether he is registered under GST, if yes, whether he intends to claim GST on forward charge basis. In absence of this declaration, BHEL will proceed further with the assumption that bidder intends not to claim GST on forward charge basis. However, in case of GST registered transporter, the amount to the extent of goods and service tax will be retained till BHEL avails the credit of GST. Further, transporter shall issue tax invoice which inter alia includes gross weight of the consignment, name of the consigner and the consignee, registration number of vehicle in which the goods are transported, details of goods transported, details of place of origin and destination, GSTIN of the person liable for paying tax whether as consigner, consignee or goods transport agency, and also containing other information as mentioned under rule 46.
- 14. TDS under Income Tax shall be deducted at prevailing rates on gross invoice value from the running bills unless exemption certificate from the appropriate authority/ authorities is furnished.

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- 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
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:

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- 1. It shall be the sole responsibility of the contractor as employer to ensure compliance of all the statutory obligations under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.
- 2. It shall be sole responsibility of the contractor engaging Building Workers in connection with the building or other construction works in the capacity of employer to apply and obtain registration certificate specifying the scope of work under the relevant provisions of the Building and Other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 from the appropriate Authorities.
- 3. It shall be responsibility of the contractor to furnish a copy of such Registration Certificate within a period of one month from the date of commencement of Work.
- 4. It is responsibility of the contractor to register under the Building and other Construction Workers' Welfare Cess Act, 1996 and deposit the required Cess for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 at such rate as the Central Government may , by notification in the Official Gazette, from time to time specify. However, before registering and deposit of Cess under the Building and other Construction Workers' Welfare Cess Act, 1996, the contractor will seek written prior approval from the Construction Manager.
- 5. It shall be sole responsibility of the contractor as employer to get registered every Building Worker, who is between the age of 18 to 60 years of age and who has been engaged in any building or other construction work for not less than ninety days during the preceding twelve months as Beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996.
- 6. It shall be sole responsibility of the contractor as employer to maintain all the registers, records, notices and submit returns under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.
- 7. It shall be sole responsibility of the contractor as employer to provide notice of poisoning or occupation notifiable diseases, to report of accident and dangerous occurrences to the concerned authorities under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the rules made thereunder and to make payment of all statutory payments & compensation under the Employees' Compensation Act, 1923.
- 8. 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.

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 tackes received from various BHEL units are to be handed over to customer after

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completion of work at site. It shall be the responsibility of contractor to handover tools and tackes 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.

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 relavent 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/demmurage/wharfage charges is liable to start immediately. Unloading of such consignments may be necessitated even in the night or round the clock. Contractor shall arrange to deploy his resources immediately and continue round the clock on such occasions without any additional cost to BHEL. Contractor shall arrange all necessary resources including spot lighting for working at night. The contractor shall similarly unload consignments arriving on weekly off days and holidays.
- 10.8 Unloading at storage area/work site, stacking and restacking if necessity arises, of all materials including heavy/sophisticated equipments like tubed wall panels of boiler, heavy motors, heavy bearing pedestals, electrical panels and TG equipment like heavy turbine components, pumps, panels, etc. Shall be done as per storage and preservation

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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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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.

A. RESPONSIBILITIES OF THE CONTRACTOR -

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(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, Preservation Of Stacked Materials, Re-Stacking/Re-Handling As Necessary, Progressive And Final Reconciliation With BHEL'S Erection Agencies And Preparation Of Necessary Document/ Record In Respect Of These Activities.
- (IV) Return Of Excess/Defective Materials By Various Erection Contractors Of Bhel.
- (V) Loading And Dispatch Of Outgoing Materials.

Expected Minimum Quality Of Service

Contractor shall render the services by ensuring deployment of requisite personnel with adequate educational qualification having thorough experience in related field to enable understanding the intricacies of and special requirements involved in handling of project materials, inconsistencies and uncertainties associated with in/out flow of materials, project activities at odd hours & holidays and irregular working hours. Contractor shall ensure prompt and timely availability of such services.

(2) PRESERVATION OF COMPONENTS -

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

One Or More Of Following Methods Shall Be Adopted For Preservation.

- 1) Coating with preservative paints/lubricant/inhibitors
- 2) Capping/wrapping/covering
- 3) Filling/immersion in oil/chemicals etc
- 4) Periodic checks/maintaining required nitrogen pressure in tanks of transformers; BHEL will provide the nitrogen gas for the same. However, contractor shall handle the cylinders at stores, transport to point of use, fit-up refills and return empty cylinders to BHEL stores.
- 5) HT MOTORS

For preservation of ht motors, space heaters have to be kept energized to avoid ingress of moisture. Insulation resistance has to be measured and recorded at specified intervals till these are issued for erection. Bhel will provide necessary cables, switches etc. For this, however contractor shall install, operate and maintain the same.

Bhel will provide free of cost all preservatives like preservative oil, lubricants, chemicals, inhibitors, caps etc except primers & paints. Contractor shall provide red oxide zinc chromate (rozc) primer conforming to is: 2074 of reputed manufactures (e.g. Asian paints, BERGER, JENSON & NICHOLSON, BOMBAY PAINTS, SHALIMAR OR ANY OTHER BHEL approved manufacturer) required for preservation shall be provided by the contractor and used for this purpose.

In the process the identification marks, component/material codes, match marks may have to be repainted. This work after preservation components are to be stacked properly, periodical reports on the preservation carried out should be submitted to BHEL in the prescribed formats.

(3) RECORD KEEPING -

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

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

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

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

4. 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 MIENIAL SERVICES MANPOWER MENTIONED, ELSE WHERE IN THIS CONTRACT.

SL	ACTIVITY/DESCRIPTION	MINIMUM	REMARKS
NO		NO. OF	
		PERSONS	
1	MATERIAL RECEIPT/ UNLOADING, COLLECTION/	3	To be deployed
	BOOKINGS/ PRESERVATION		from the start of
2	DETAILED VERIFICATION	3	contract OR as
3	MATERIAL ISSUE (BOILER, TG, ELEC, C&I, STEEL &	2	per instruction
	CEMENT AND T&Ps)		of BHEL

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SL	ACTIVITY/DESCRIPTION	MINIMUM	REMARKS
NO		NO. OF	
		PERSONS	
4	RECORD KEEPING (BOILER, TG, ELEC, C&I, STEEL &	2	Engineer
	CEMENT AND T&Ps)		
5	RECORD KEEPING (MRC, ASSISTANCE IN INSURANCE	2	
	CLAIMS, PURCHASE ETC)		
6	COMPUTER OPERATOR FOR BHEL OWNED	2	
	WEIGHBRIDGE FOR OPERATION & RECORD		
	KEEPING.		
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.

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

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 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. Provision of Alternate years is kept so that renewal/recaliberation of Weighbridge is done by Package A contractor during First Year, then by Package B agency in second year, so on and so forth.

- 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.

TECHNICAL CONDITIONS OF CONTRACT (TCC) 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 form 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 (apporx.).
- 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 (atleast4 days in advance) regarding the arrival of consignment at the railway siding to enable the contractor for mobilizing the cranes & vehicles and working crew. it is suggested that the contractor has to trace the actual location of rake through online services to avoid last minute rush.
- 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 upto 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.

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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, equipments etc. to carry out this exercise including proper inscription of identification marks if needed. List of items duly certified by BHEL official, restacked, updated stock records about change in location etc. shall be prepared/submitted along with the monthly bills
- 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"

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 gowdowns delivery/ door delivery basis against original consignee copy basis, the procedure of material collection shall be adopted as detailed here below.
- 13.1.2 Contractor shall keep in touch with officials of BHEL regarding advance information about arrival of consignments. The contractor shall collect original LRS/RRS/lorry way bills or other such dispatch documents
- 13.1.3 The contractor shall remain in regular contact with the concerned transporters or railways based on the dispatch documents obtained as stated above and make all necessary arrangements for collection / receipt of the consignment as applicable. Contractor shall take advance action to deploy all necessary resources for local transportation, handling and unloading of the anticipated consignments so as to ensure no loss of time upon arrival of the consignments. Loading at transporters godown, local transport up to BHEL/ client's stores/ site and unloading at stores/storage yard/site, verification and stacking shall also be in the scope of contract.
- 13.1.4 Detention charges/ demurrage/ wharfage etc., which result due to contractor's fault, shall be recovered from the bill payment due to the contractor.
- 13.1.5 Payment will be regulated on pro-rata basis on the **accepted unit rate 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.

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.

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

TECHNICAL CONDITIONS OF CONTRACT (TCC) Chapter XIV PROGRESS OF WORK

- 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 RATES & QUANTITIES

AA.) Table for Weightages/ Factors and BOQ

SN	DESCRIPTION OF WORK	BOQ (MT) (A)	Factors/Weightage for 'Total for Calculation purpose only' w.r.t total lumsump price quoted by bidder
Section	A1		
A1.1	Material Handling and Material Management for Materials received through Trucks/Trailers at Project Site	83365	0.533991217505
A1.2	Material Handling and Material Management for Materials received through Railway Wagons at Railway Siding/Station/Godown	500	0.006560482123
A1.3	Material Handling and Material Management for Materials received at Transporters Godowns within a radius of 50 KM from Project Site	500	0.007417743635
A1.4	Material Handling and Material Management for Structural steel and Reinforcement steel received through trucks/trailers at project Site	20000	0.105339136249
A1.5	Material reshifting and re stacking within project premises	2000	0.010932405666
A1.6	Despatch/Outgoing materials	4500	0.025121995883
	Total Section A1		
Section	A2		
A2.1	Material Handling and Material Management for Cement received through bukers at project Site	250	0.000679970325
A2.1a	Material Handling and Material Management for Cement received through trucks/trailers/bags in bags at project Site	1000	0.001156130543
A2.2	Material re-shifting and re-stacking for Cement within project premises	300	0.000962424380
A2.3	Despatch/Outgoing for Cement materials	300	0.000987259310
	Total Section A2		
Section	B: Pick and Carry Crane Services		
B.1	Pick & Carry Crane 12/14 MT (Crane-1)	18	0.051501343694
B.2	Pick & Carry Crane 18/20 MT (Crane-2)	18	0.054384050229
B.3	Pick & Carry Crane 18/20 MT (Crane-3)	15	0.045320041857

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C.1 C.2	Menial Services (unskilled) Secreterial Services(skilled)	135 315	₹ 25,84,710 ₹ 84,47,985					
C.1	Menial Services (unskilled)	135	₹ 25,84,710					
		1						
SI no.	Description	Manmonths	Total Amount (In Rs)					
Section C: Menial and Secreterial Services (Unit Rate Fixed as per NTPC/PVUNL minimum wages circular x 1.41 times)								
B.5	Pick & Carry Crane 40 MT (Crane-5)	12	0.069175910489					
B.4	Pick & Carry Crane 40 MT (Crane-4)	15	0.086469888111					

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.

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

1. Schedule of Rates and Quantities consist of the followings:

Total (A1+A2+B+C) In Fig (Rupees)

- a. Section-A Material Handling and Management: Section-A1 & A2
- b. Section-B: Pick and Carry Crane
- c. Section-C: Menial and Secretarial Services (Prices Fixed by BHEL)
- 2. 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.**
- 3. Prices for Section-C: Menial and Secretarial Services are already fixed by BHEL.
- 4. Offer evaluation (L-1, L-2 status) of the bidders shall be done based on the Total Lumpsum Price of **Section-A1 & A2 + 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

TECHNICAL CONDITIONS OF CONTRACT (TCC) Chapter-XV SCHEDULE OF RATES & QUANTITIES

- 6. 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 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 for 18m part of contract document.

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