

TENDER SPECIFICATION
YTPS: SCT: 202108-52

**“Rate Contract for Repair and Maintenance of Construction Equipment
other than Cranes”**

At

5x800MW Yadadri TPS

VOLUME – I



BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)

Power Sector – Southern Region

BHEL Site Office

5x800MW Yadadri TPS

Damarcherla (M), Nalgonda (D)

PIN – 508355

Telangana

2021

NOTICE INVITING TENDER

Bharat Heavy Electricals
Limited



NOTICE INVITING TENDER (NIT)

=====

To,

All Bidders

Dear Sir/Madam

Sub: **NOTICE INVITING TENDER**

Sealed offers in two part bid system (National Competitive Bidding (NCB)) are invited from reputed & experienced bidders 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

SL NO	ISSUE	DESCRIPTION
i	TENDER NUMBER	YTPS: SCT: 202108-52
ii	BROAD SCOPE OF JOB	<i>Rate Contract for Repair and Maintenance of Construction Equipment other than Cranes</i>
iii	DETAILS OF TENDER DOCUMENT	
a	Volume-IA	<i>Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Procedures, Terms of payment, etc.</i> Applicable
b	Volume-IB	<i>Special Conditions of Contract (SCC) Rev. 01 Dt. 01 Jun 2012 Amendment 01 dated October 01, 2015</i> Not Applicable
c	Volume-IC	<i>General Conditions of Contract (GCC) Rev. 01 Dt. 01 Jun 2012 Amendment 03 dated October 01, 2015</i> Not Applicable
d	Volume-ID	<i>Forms and Procedures Rev. 01 Dt. 01 Jun 2012 Amendment 01 dated October 01, 2015</i> Not Applicable
e	Volume-II	<i>Price Schedule (Absolute value).</i> Applicable
iv	ISSUE OF TENDER DOCUMENTS	<p><i>Tender documents will be available for downloading from BHEL website (www.bhel.com) or e-procurement portal (link to be added) as per schedule below:</i></p> <p>Start: 18/09/2021, Time: 11:00 Hrs. Closes: 02/10/2021, Time: 14:30 Hrs.</p> <p><i>Brief information of the tenders shall also be available at central public procurement portal. (https://eprocure.gov.in/epublish/app)</i></p>

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v	DUE DATE & TIME OF OFFER SUBMISSION	<p>Date: 02/10/2021, Time: 15:00 Hrs.</p> <p><i>Bid shall be submitted in the Tender Box available at following address:</i></p> <p><i>Head / Purchase & SCT Department</i> <i>BHEL Site Office - 5x800MW Yadadri TPS</i> <i>Damarcherla (M), Nalgonda (D)</i> <i>PIN – 508355 (Telangana)</i></p> <p><i>Or shall be submitted through e-mail.</i></p>	Applicable
vi	OPENING OF TENDER	Date: 02/10/2021, Time: 15:30 Hrs.	Applicable
	EMD AMOUNT		Not Applicable
viii	COST OF TENDER		Not Applicable
ix	LAST DATE FOR SEEKING CLARIFICATION	<p>Date: 25/09/2021, Time: 17:30 Hrs.</p> <p><i>Along with soft version, addressing to undersigned & to others as per E-mail IDs given below:</i></p> <p><i>Anand Kumar – aanand@bhel.in</i> <i>D.CH.A.N.V. Rao – dtvish@bhel.in</i> <i>K. R. Yadav – kryadav@bhel.in</i></p>	Applicable
x	SCHEDULE OF Pre Bid Discussion (PBD)		Not Applicable
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)		Not Applicable
xii	Latest updates	<p><i>Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc. to Tender Specifications will be issued via email only. Bidders to keep themselves updated with all such information.</i></p>	Applicable

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 & stamped, 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 for this tender.**

4.0 **Not used for this tender.**

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- 5.0 **Procedure for Submission of Tenders:** The bidder should respond by submitting their offer through E-mail at following E-mail IDs. Offers are invited in two-parts only.

Anand Kumar – aanand@bhel.in
D.CH.A.N.V. Rao – dtvish@bhel.in
K. R. Yadav – kryadav@bhel.in

6.0 **Documents Comprising in the Tender:**

The tender shall be submitted through E-mail only EXCEPT EMD (in physical form) as mentioned below:

I. Technical Tender (UN priced Tender):

All Technical details should be attached in e-mail module, failing which the tender stands invalid & may be REJECTED. Bidders shall furnish the following information along with technical tender (preferably in pdf format):

- (a) ~~Earnest Money Deposit (EMD) furnished in accordance with NIT Clause 3.0.~~
(b) Technical Bid (without indicating any prices) along with offer forwarding letter / Tender submission letter as per attached format-2
(c) Bid Security Declaration as per attached format-3

II. Price Bid:

- (a) Prices are to be quoted in the attached Price Bid format (password protected) through e-mail.
(b) The price should be quoted for the accounting unit indicated in the tender document.
(c) **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.
(d) A person signing 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.
(e) 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.

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

- PART-I consisting of 'PART-I A (Techno Commercial Bid)' & 'PART-I B (EMD)' in two separate sealed and superscribed envelopes (ENVELOPE-I & ENVELOPE-II)
- PART-II (Price Bid) – in sealed and superscribed envelope (ENVELOPE-III)
- One set of tender documents shall be retained by the bidder for their reference

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

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

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	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)	
x.	Volume – I C : General Conditions of Contract (GCC)	
xi.	Volume – I D : Forms & Procedures	
xii.	Volume – II (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item	
xiii.	Any other details preferred by bidder with proper indexing.	

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

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

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

SPECIAL NOTE: All documents/ annexures submitted with the offer shall be properly annexed and placed in respective places of the offer as per enclosure list mentioned in the covering letter. BHEL shall not be responsible for any missing documents.

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

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- 13.0 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc. or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer; else, BHEL's interpretation shall prevail.
- 14.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
- 15.0 **Not used for this tender.**
- 16.0 The Bidder has to satisfy the Pre-Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre-Qualification Criteria specified in this NIT as per Annexure-I (as applicable), past performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under HOLD.
- 17.0 In case BHEL decides on a 'Public Opening', the date & time of opening of the sealed PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one authorized representative to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful/Disqualified bidders under intimation to the respective bidders.
- 18.0 Validity of the offer shall be for **three months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 19.0 **Not used for this tender.**
- 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 **Not used for this tender.**
- 22.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 23.0 **Not used for this tender.**
- 24.0 The bidder shall submit 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 **Not used for this tender.**
- 27.0 **Not used for this tender.**
- 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.
- 27.1 Integrity commitment, performance of the contract and punitive action thereof:
- 27.1.1 **Commitment by BHEL:**
- BHEL commits to take all measures necessary to prevent corruption in connection with the tender Process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.
- 27.1.2 **Commitment by Bidder/ Supplier/ Contractor:**

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- (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.
- (iv) 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.
- (b) **PROVISIONS FOR STARTUPS:** Norms for Startups Medium Enterprises in Public Procurement shall be in line with OM No. F.20-2/2014-PPD (pt.) dated 27th July'2017 and OM No. F.20/2/2014-PPD (pt.) dated 20.09.2016 issued by Ministry of Finance, Department of Expenditure along with DIPP D.O. No. 12(11)/2017-SI dated 22.06.2017.

Certificate of recognition as Startup from Dept. of Industrial Policy & Promotion, Ministry of Commerce & Industry, Govt. of India shall be submitted by the bidder.

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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 **Not used for this tender.**

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. **(Clause applicable in case of Paper Bid only.)**

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 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-1

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
(SCT)

Enclosure:

- (i) Other Tender documents as per this NIT.

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ANNEXURE - 1

PRE QUALIFYING REQUIREMENTS (PQR)

JOB:	Rate Contract for Repair and Maintenance of Construction Equipment other than Cranes at 5x800 MW Yadadri TPS
TENDER NO:	YTPS: SCT: 202108-52

SL NO	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Name and Description of qualifying criteria	Page no of supporting document. Bidder must fill up this column as per applicability
A	Submission of Integrity Pact duly signed (if applicable) (Note: To be submitted by Prime Bidder & Consortium/Technical Tie up partner jointly in case Consortium bidding is permitted, otherwise by the sole bidder)	Not Applicable	
B	<u>Technical: For, Category-I and Category-II</u> B.1 – Bidder should have executed repair and services of various construction equipment other than cranes for any one of the following in the last seven years from latest date of bid submission: B.1.1 – One (01) work of value not less than Rs. 4.96 Lakh. Or B.1.2 - Two (02) works each of value not less than Rs. 3.1 Lakh. Or B.1.3 - Three (03) works each of value not less than Rs. 2.48 Lakh. For, Category-I B.2.1 - Bidder should have executed at least one job of repair and servicing of pumps having capacity of 150 Cum/Hr. and above or pressure of 250 Kg/Cm2 and above in the last 7 years in any organization as on latest date of offer submission. For, Category-II		

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	B.2.2 - Bidder should have executed at least one job of repair and servicing of Induction Heating Equipment of 75KW or above capacity in the last 7 years in any organization as on latest date of offer submission.		
C-1	<u>Financial</u> <u>TURNOVER</u> Bidders must have achieved an average annual financial turnover (Audited) of Rs. xxx Lakhs or more over last three Financial Years (FY) i.e. 2016-17, 2017-18 & 2018-19 for Tenders floated till 30 th Sep 2020. For Tenders floated from 1 st Oct 2020, the three years shall be reckoned as 2017-18, 2018-19 and 2019-20.	Not 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	Not Applicable	
C-3	PROFIT Bidder must have earned cash profit in any one of the three Financial Years as applicable in the last three Financial Years defined in 'C-1' above based on latest Audited Accounts.	Not 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 (Format-4) to this effect.		
D	Assessment of Capacity of Bidder to execute the work as per sl. no. 9 of NIT (if applicable)	Not Applicable	By BHEL
E	Approval of Customer (if applicable) Note: Names of bidders (including consortium/Technical Tie up partners in case consortium bidding is permitted) who stand qualified after compliance of criteria A to D shall be forwarded to customer for their approval.	Not Applicable	BY BHEL

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F	Price Bid Opening Note: Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria A to E		BY BHEL
G	Consortium criteria (if applicable)	Not Applicable	
<p><u>Explanatory Notes for the PQR (unless otherwise specified in the PQR):</u></p> <ol style="list-style-type: none"> Bidders shall qualify for PQR B.1, B.2 and C-4 Completion date for achievement of the technical criteria specified in the Technical' criteria of PQR (as in '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. 'EXECUTED' means the bidder should have achieved the criteria specified in the Technical criteria of PQR (as in 'B' above) even if the Contract has not been completed or closed. <p><u>Explanatory Notes for QR 'B1'</u></p> <ul style="list-style-type: none"> For QR 'B1' above, actual executed value shall be considered. For QR 'B1' above, 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- $P = \left\{ R + 0.425 \times R \times \frac{(X_N - X_0)}{X_0} + 0.425 \times R \times \frac{(Y_N - Y_0)}{Y_0} \right\}$ <p>Where</p> <p>P = Updated value of work</p> <p>R = Value of executed work</p> <p>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).</p> <p>X₀ = All India Avg. Consumer Price index for industrial workers for last month of work execution.</p> <p>Y_N = Monthly Whole Sale Price Index for All Commodities for three months prior to the month of latest due date of bid submission (e.g. If latest bid submission date is 02-Mar-17, then bid submission month shall be reckoned as March'17 and index for Dec'2016 shall be considered).</p> <p>Y₀ = Monthly Whole Sale Price Index for All Commodities for last month of work execution.</p>			

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

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

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NOTICE INVITING TENDER

Tender Specification No. - YTPS: SCT: 202108-52

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Format-1

OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER (To be typed and submitted in the Letter Head of the Company / Firm of Bidder)

Offer Reference No:.....

Date:.....

To,

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

Dear Sir,

Sub: Submission of Offer against Tender Specification No:

I/We hereby offer to carry out the work detailed in the Tender Specification issued by Bharat Heavy Electricals Limited, Power Sector - Southern Region Yadadri, in accordance with the terms and conditions thereof.

I/We have carefully perused the following listed documents connected with the above work and agree to abide by the same.

1. Amendments/Clarifications/Corrigenda/Errata/etc. issued in respect of the Tender documents by BHEL
2. Notice Inviting Tender (NIT)
3. Price Bid
4. Technical Conditions of Contract

Should our Offer be accepted by BHEL for Award, I/we further agree to furnish 'Security Deposit' for the work as provided for in the Tender Conditions within the stipulated time as may be indicated by BHEL.

I / We further agree to execute all the works referred to in the said Tender documents upon the terms and conditions contained or referred to therein and as detailed in the appendices annexed thereto.

I/We have deposited/depositing herewith the requisite Earnest Money Deposit (EMD) as per details furnished.

Authorized Representative of Bidder

Signature:

Name:

Address:

Place:

Date:

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Format-2

NO DEVIATION CERTIFICATE

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

To,

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

Dear Sir,

Sub : No Deviation Certificate

Ref :

- 1) NIT/Tender Specification No:
- 2) All other pertinent issues till date

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred NIT/Tender Specification.

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized representative of the bidder)

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Format-3

BID SECURITY DECLARATION FORM

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

To,

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

Dear Sir,

Sub: Bid Security Declaration

Ref:

- 1) NIT/Tender Specification No:
- 2) All other pertinent issues till date

I/We Mr/ Ms..... authorized person to sign the bid documents for tender pertaining to the captioned scope do hereby declare that I/We have gone through the entire tender documents including terms and condition mentioned in the tender documents and undertake to comply with them.

I/We further declare that we will not withdraw our bid or modify our offer during the period of validity of the bid after the deadline for submission of such documents.

If I/we withdraw or modify the bids during the period of validity, or if I/We are awarded the contract and fail to sign the contract, if applicable or to submit security deposit as defined in the tender document/LOA, we will be suspended for the period of time as specified in the tender document from being eligible to submit bids/proposals to BHEL.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized representative of the bidder)

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Format-4

UNDERTAKING

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

To,

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

Dear Sir/Madam,

Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS

Ref: NIT/Tender Specification No:

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

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

Place:

Date:

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2021

TECHNICAL CONDITIONS OF CONTRACT

Bharat Heavy Electricals
Limited



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TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-I: Project Information

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1.1 Project Information:

Sl. No.	Description	Details
1	Project Title	5x800 MW Yadadri Thermal Power Station
2	Customer	Telangana State Power Generation Corporation Limited (TSGENCO)
3	Location	Site is located 7Km from the NH-565 (SH2) Veerlapalem Village, Damarcherla Mandal, Nalgonda District, Telangana State
4	Nearest Railway Station	Damarcherla about 6.5Km
5	Nearest Airport	Vijaywada about 130Km
6	Nearest Town	Miryalaguda about 30Km
7	Site Conditions	
7a	Average Min. Ambient Temperature	10°C
7b	Average Max. Ambient Temperature	47°C
7c	Annual Rainfall	600mm
7d	Mean Wind Speed	8Km/h
7e	Plant Elevation above MSL	85m

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TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-II: Scope of Work and Technical Specification

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2.1 Scope of Work:

- 2.1.1 Providing services of Engineer / Technicians, for repair, servicing, preventive maintenance works of various construction equipment such as Hydraulic test Pumps, Passenger cum goods lift, Fork Lifts, Boiler maintenance moving platform (Sky climber/Sky man), Acid/EDTA circulation pumps, Miscellaneous pumps, Huck bolting machine, Induction heating equipment, Diesel Generators, Transformer oil filter machine, and any other service equipment which are not covered above except cranes available at PSSR 5X800 MW YADADRI Thermal Power Station, Damarcherla, Dist. Nalagonda, Telangana for a period of ONE YEAR.
- 2.1.2 Reconditioning of worn out components.
- 2.1.3 Troubleshooting
- 2.1.4 Identification and replacement of Spares Required
- 2.1.5 Calibration of Temperature recorder / Programmer through NABL approved laboratory / through Original Equipment Manufacture / Original Component Manufacturer of Induction Heating Machines
- 2.1.6 Testing and commissioning of the Equipment
- 2.1.7 Major repair and servicing
- 2.1.8 Emergency spares supply
- 2.1.9 Necessary consumables like Diesel, petrol, Kerosene, gas, lubricating oils, filters, grease, cotton waste & welding electrode will be provided by BHEL free of cost.
- 2.1.10 Supply of Spares:
 - Spares required for the above work will generally be provided by BHEL free of charges. In case of emergency, the spares required needs to be arranged by bidder. Payment for the spares will be reimbursed as per the price list of the Original Equipment Manufacturer (OEM) / Original Component Manufacturer (OCM) or authorized dealers of OEM / OCM and handling charges like freight, conveyance and transport charges shall be paid by BHEL as per the documental evidence as certified by the engineer / In charge of respective sites / places.
 - Spares for the equipment which are obsolete, the rate contract agency will arrange spares from available sources. Payment for the same will be processed as per the Purchase Invoice and Certification from Engineer-in-Charge.
 - All Major spares which are considered to be not possible to arrange by the bidder shall be arranged by BHEL.
- 2.1.11 Intent of this tender is to finalize a framework agreement for engaging services of Engineer, Technicians, for repair, servicing of various construction equipment other than cranes at BHEL PSSR – 5X800 MW Yadadri TPS.
- 2.1.12 BHEL is intending to avail the services for the following list of equipment (tentative). Equipment that will be added at 5x800 MW Yadadri TPS at any later stage, before or after entering into this contract, shall also be within the ambit of this contract.

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TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-II: Scope of Work and Technical Specification

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TENTATIVE LIST OF EQUIPMENTS

Category-I		
Sl No.	Description	Make
1	ESP Huck Bolting Machine	Avfast Alcoa
2	Air Leak Test Blower 20000 CuM/Hr ; 40000 CuM/Hr	Precision NADI RAJDOOT
3	Hydraulic Test Pumps 600 Kg/Cm2	Harvest Goma
4	Hydraulic Test Pumps 1000 Kg/Cm2	Pressurejet
5	Boiler Maintenance Platform	Tractel Tirfor
6	Acid Transfer Pumps 50 CuM/Hr	Process Pump / Varat
7	Acid Circulation Pump 150 CuM / Hr	Sam Turbo
8	Acid Circulation Pump 200 CuM / Hr	Sam Turbo / Varat

Category-II		
Sl No.	Description	Make
1	125KW IGBT Based Induction Heating Equipment (Old Version)	BHEL, EDN Bangalore
2	75 KW Compact Design IGBT Based Induction Heating Equipment	BHEL, EDN Bangalore

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TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

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Not Applicable

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TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

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- 4.1 The small tools & plants such as spanners, jacks (Hydraulic/screw), welding machines and cutting torch etc., required for the work shall be arranged by the contractor.
- 4.2 Necessary T&Ps required for carrying out greasing shall be arranged by the bidder.

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TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

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- 5.1 All Major tools & plants such as cranes, Higher capacity welding machine and Hydraulic jacks and other special tools & plants which are considered to be not possible to arrange by the bidder required for attending the repairs shall be provided by BHEL free of hire charges.
- 5.2 D shackles, wire ropes and slings may be provided by BHEL at Site free of hire charges subject to availability.
- 5.3 Wooden sleepers if available will be provided free of charges by BHEL at sites. They are to be accounted and returned to BHEL STORES after the completion of work.

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TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VI: Time Schedule

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6.1 Contract Period:

This contract shall be valid for a period of one year from the date of award of contract and extendable for further period of 03 months at the same rate, terms and conditions. However, BHEL at any time can terminate the service contract by giving 07 days prior notice without assigning any reasons.

Work order for Service Call will be issued by Engineer-in-charge, Facility Engineering Department, 5x800 MW Yadadri TPP Site. The agency has to mobilize the manpower within 3 days from the date of written intimation.

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TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VII: Terms of Payment

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- 7.1 90% payment shall be released within 30 days of submission of invoice complete in all respects with all documents after completion of work duly certified by engineer-in-charge. It is the responsibility of the contractor to make his own arrangements for making timely payments towards labour wages, statutory payments, outstanding dues etc. and other dues in the meanwhile.
- 7.2 Balance 10% payment shall be released after completion of contract period.
- 7.3 The bills and relevant documents shall be submitted at the following address for payment.

General Manager/Yadadri
Bharat Heavy Electricals Limited
5x800 MW Yadadri TPS Project Site
Power Sector-Southern Region
Village - Veerlapalem, Mandal - Damarcherla,
District - Nalgonda
Telangana- 508 355

GST Number: 36AAACB4146P1ZG

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TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VIII: Taxes and other Duties

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8.1 Goods and service Tax (GST) & Cess:

- 8.1.1 The successful bidder shall furnish proof of GST registration with GSTN Portal in the State in which the Project is being executed, covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by the successful bidder on BHEL for this project/ work. If the Successful Bidder submits Invoice from a GST No. from outside the state where the project is being executed, then the Bidder shall furnish a declaration for the same in their Letter head, for the single supply of services/short term supply of services.
- 8.1.2 Contractor's price/rates shall be exclusive of GST & Cess (if applicable) (herein after termed as GST). Contractor shall submit to BHEL the GST compliant tax invoice/debit note/revised tax invoice on the basis of which BHEL will claim the input tax credit in its return. Since this is a works contract, the applicable rate shall be @ 18% GST, as applicable presently.
- 8.1.3 Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules wherein the 'Bill to' details will be as below:
- BHEL GSTN - 36AAACB4146P1ZG
NAME - BHARAT HEAVY ELECTRICALS LIMITED
ADDRESS:
BHEL SITE OFFICE, YADADRI THERMAL POWER
STATION (5X800 MW), VEERLAPALEM VILLAGE
DAMERACHERLA MANDAL
NALGONDA DISTRICT - 508355
- 8.1.4 GST charged in the tax invoice/debit note/revised tax invoice 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.
- 8.1.5 In case BHEL has to incur any liability (like interest / penalty etc.) due to denial/reversal / delay of input tax credit in respect of the invoice submitted by the contractor, for the reasons attributable to the contractor, the same shall be recovered from the contractor.
- 8.1.6 Further, in case BHEL is deprived of the Input tax credit due to any reason attributable to contractor, the same shall not be paid or Recovered if already paid to the contractor.
- 8.1.7 Tax invoice/debit Note/revised tax invoice shall contain all such particulars as prescribed in GST law and comply to the timelines for issue of the same. Invoices shall be submitted on time to the concerned BHEL Engineer In Charge.
- 8.1.8 TDS under GST (if/ as & when applicable) shall be deducted at prevailing rates on gross invoice value from the running bills.
- 8.1.9 E-way bills / Transit passes / Road Permits, if required for materials / T&P etc., bought into the project site is to be arranged by the Contractor only.
- 8.1.10 BHEL shall not reimburse any amounts towards any interest / penalty etc., incurred by contractor. Any additional claim at a later date due to issues such as wrong rates / wrong classification by contractor shall not be paid by BHEL.

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TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VIII: Taxes and other Duties

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8.1.11 Bidder Shall submit E-Invoice as per the GST Rules, if E-Invoicing has been enabled against their GSTIN No. Otherwise a Declaration may be submitted along with Invoice certifying that E-Invoicing is not enabled against their GSTIN No.

8.1.12 Bidder shall note that if the service which they are going to provide to BHEL is covered under RCM, then BHEL shall discharge the liability on RCM basis and no GST Payment will be released to the Bidder in any circumstances.

8.2 All taxes and duty other than GST & Cess:

The contractor shall pay all (except the specific exclusion viz GST & Cess) taxes, fees, license charges, deposits, duties, tools, royalty, commissions, Stamp Duties, or other charges / levies, which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract and the same shall not be reimbursed by BHEL. In case BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit.

8.3 Statutory Variations:

Statutory variations are applicable under the GST Acts, against production of proof. The changes implemented by the Central / State Government during the tenure of the contract viz. increase / decrease in the rate of taxes, applicability, etc. and its impact on upward revision / downward revision are to be suitably paid/ adjusted from the date of respective variation. The bidder shall give the benefit of downward revision in favour of BHEL. No other variations shall be allowed during the tenure of the contract.

8.4 New Taxes/Levies:

In case Government imposes any new levy / tax after submission of bid during the tenure of the contract, BHEL shall reimburse the same at actual on submission of documentary proof of payment subject to the satisfaction of BHEL that such new levy / tax is applicable to this contract.

8.5 Direct Tax:

BHEL shall not be liable towards Income Tax of whatever nature including variations thereof arising out of this contract as well as tax liability of the bidder and their personnel. Deduction of tax at source at the prevailing rates shall be effected by BHEL before release of payment as a statutory obligation, unless exemption certificate is produced by the bidder. TDS certificate will be issued by BHEL as per the provisions of Income Tax Act.

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TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-IX: General Conditions of Contract

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- 9.1 All statutory requirements as per labour laws like ESI, PF etc., have to be arranged by the tenderer.
- 9.2 Necessary insurance (covering WC act) for the workmen engaged by the tenderer has to be taken at his cost and the copy of the same should be submitted before commencement of the work.
- 9.3 An indemnity bond shall be given by the contractor stating that all expenditure caused due to failure of statutory obligations on the part of the tender shall be borne by the tenderer.

9.4 Price Discrepancy:

Conventional (Manual) Price Bid Opening: In the case of price bid opening without resorting to Reverse Auction, if there are differences between the rates given by the tenderer in words and figures or in amount worked out by him, the following procedure for evaluation and award shall be followed:

- (i) When there is a difference between the rates in figures and in words, the rates which corresponds to the amounts worked out by the contractor, shall be taken as correct.
- (ii) When the amount of an item is not worked out by the contractor or it does not correspond with the rate written either in figure or in words, then the rate quoted by the contractor in words shall be taken as correct.
- (iii) When the rate quoted by the contractor in figures and words tallies but the amount is not worked out correctly, the rate quoted by the contractor shall be taken as correct and not the amount.
- (iv) In case of lump-sum price, if there is any difference between the amount in figures and in words, the amount quoted by the bidder in words shall be taken as correct.
- (v) In case of omission in quoting any rate for one or more items, the evaluation shall be done considering the highest quoted rate obtained against the respective items by other tenderers for the subject tender. If the tenderer becomes L-1, the notional rates for the omission items shall be the lowest rates quoted for the respective items by the other tenderers against the respective omission items for the subject job and the 'Total quoted price (loaded for omissions)' shall be arrived at. However, the overall price remaining the same as quoted originally, the rates for all the items in the 'Total quoted price (loaded for omissions)' shall be reduced item wise in proportion to the ratio of 'Original' total price and the 'Total quoted price (loaded for omissions)'.
- (vi) The 'Final Total Amount' shall be arrived at after considering the amounts worked out in line with '(i)' to '(iv)' above.

9.5 Evaluation of Bids:

- (i) Technical Bids submitted by the tenderer will be opened first and evaluated for fulfilling the conditions in NIT/Tender documents, based on documentary evidences submitted along with the offer.
- (ii) Price Bids of shortlisted bidders for Category-I and/or Category-II shall only be opened through the conventional price bid.
- (iii) Price Bids of unqualified bidders shall not be opened. Reasons for rejection shall be intimated in due course after issue of LOI/LOA to successful bidder and receipt of unqualified acceptance from the successful bidder.
- (iv) Rates shall be quoted as per format enclosed in Price Bid. Rates quoted in any other manner shall not be accepted.
- (v) The bidder who has quoted lowest price for Category-I and/or Category-II is called as L1 bidder accordingly and will be considered for award of the contract.

9.6 Security Deposit: Upon acceptance of Tender, the successful Tenderer should deposit the required amount of Security Deposit for satisfactory completion of work, as given below:

- (i) Total amount of Security Deposit will be 5% of the contract value.

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TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-IX: General Conditions of Contract

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- (ii) The security Deposit should be furnished before start of the work by the contractor as per following mode of payment:

Local cheques of Scheduled Banks (subject to realization) / Pay Order / Demand Draft / Electronic Fund Transfer in favour of BHEL.

For Electronic Fund Transfer the details are as below:-

(a) **Name of the Beneficiary** -: Bharat Heavy Electricals Limited

(b) **Bank Particulars:**

- Bank Name -: State Bank of India
- Branch Address:- Damarcherla (M), Nalgonda (D)
- Branch Code -: 21956
- Bank Account Number -: 31071530332
- Bank Account Type -: Current Account
- 11 Digit IFSC Code of Beneficiary Branch -: SBIN0021956

- (iii) At least 50% of the Security Deposit should be deposited in any form as prescribed before start of the work and the balance 50% of the Security Deposit will be recovered by deducting 10% of the gross amount progressively from each running bills of the contractor till the total amount of the required Security Deposit is collected.
- (iv) Work can be started before the required Security Deposit is collected. However, payment can be released only after collection/recovery of initial 50% Security Deposit.
- (v) The Security Deposit shall not carry any interest.
- (vi) If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the excess Security Deposit due the enhancement shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.
- (vii) BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit against any claims of other contracts with BHEL.
- (viii) **Return of Security Deposit:** Security Deposit shall be refunded to the Contractor along with the 'Final Bill' after deducting all expenses / other amounts due to BHEL under the contract / other contracts entered into with them by BHEL.

9.7 Rights of BHEL:

BHEL reserves the following rights in respect of this contract during the original contract period or its extensions if any, as per the provisions of the contract, without entitling the contractor for any compensation.

- (i) In case of inadequate manpower deployed by the contractor, BHEL reserves the right to deploy additional manpower through any other agency for expediting the activities in the interest of the project. Supplied manpower shall be put on job by the contractor and payments and other statutory compliances related to manpower shall be the contractor's responsibility. In case of contractor's failure to fulfill his obligations in respect of manpower, BHEL reserves the right to take necessary action as per contract obligations.

To withdraw any portion of work and / or to restrict / alter quantum of work as indicated in the contract during the progress of work and get it done through other agencies to suit BHEL's commitment to its customer or in case BHEL decides to advance the date of completion due to other emergent reasons / BHEL's obligation to its customer.

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- (ii) To terminate the contract or withdraw portion of work and get it done through other agency, at the risk and cost of the contractor after due notice of a period of 14 days' by BHEL in any of the following cases:
 - (a) Contractor's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor including unexecuted portion of work does not appear to be executable within balance available period considering its performance of execution.
 - (b) Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
 - (c) Non-completion of work by the Contractor within scheduled completion period as per Contract or as extended from time to time, for the reasons attributable to the contractor.
 - (d) Termination of Contract on account of any other reason (s) attributable to Contractor.
 - (e) Assignment, transfer, subletting of Contract without BHEL's written permission.
 - (f) Non-compliance to any contractual condition or any other default attributable to Contractor.
- (iii) To meet the expenses over and above the Liquidated damages/penalties arising out of "Risk & Cost" as explained below. BHEL shall recover the amount from any money due from Contractor, or from any money due to the Contractor including Security Deposit, or by forfeiting any T&P or material of the contractor under this contract or any other contract of BHEL or by any other means or any combination thereof.

Risk & Cost amount against balance work shall be calculated as follows:

$$\text{Risk \& Cost Amount} = [(A-B) + (A \times H/100)]$$

Where,

A= Value of Balance scope of Work (*) as per rates of new contract

B= Value of Balance scope of Work (*) as per rates of old contract being paid to the contractor at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor to be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

Balance scope of work (in case of termination of contract):

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work for calculating risk & cost amount. Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities. Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities. Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions. However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.

NOTE: Incase portion of work is being withdrawn at risk & cost of contractor instead of termination of contract, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work' for calculating Risk & Cost amount.

LD against delay in executed work in case of Termination of Contract:

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LD against delay in executed work shall be calculated in line with LD clause (iv) below, for the delay attributable to contractor. For limiting the maximum value of LD, contract value shall be taken as Executed Value of work till termination of contract. Method for calculation of "LD against delay in executed work in case of termination of contract" is given below.

- (a) Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor = T1
- (b) Let the value of executed work till the time of termination of contract = X
- (c) Let the Total Executable Value of work for which inputs/fronts were made available to contractor and were planned for execution till termination of contract = Y
- (d) Delay in executed work attributable to contractor i.e. $T2 = [1 - (X/Y)] \times T1$
- (e) LD shall be calculated in line with LD clause (iv) below of the Contract for the delay attributable to contractor taking "X" as Contract Value and "T2" as period of delay attributable to contractor.

In case Contractor fails to deploy the resources as per requirement, BHEL can deploy own/hired/otherwise arranged resources at the risk and cost of the contractor and recover the expenses incurred from the dues payable to contractor. Recoveries shall be actual expenses incurred plus 5% overheads.

Recoveries arising out of Risk & Cost and LD or any other recoveries due from Contractor:

Following sequence shall be applicable for recoveries from contractor:

- (a) Dues available in the form of Bills payable to contractor, SD, BGs against the same contract.
- (b) Demand notice for deposit of balance recovery amount shall be sent to contractor, if funds are insufficient to effect complete recovery against dues indicated in (a) above.
- (c) If contractor fails to deposit the balance amount to be recovered within the period as prescribed in demand notice, following action shall be taken for balance recovery:
 - Dues payable to contractor against other contracts in the same Region shall be considered for recovery.
 - If recovery cannot be made out of dues payable to the contractor as above, balance amount to be recovered, shall be informed to other Regions/Units for making recovery from the Unpaid Bills/Running Bills/SD/BGs/Final Bills of contractor.
 - In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor.

(iv) Liquidated Damages / Penalty:

If the contractor fails to maintain the required progress of work which results in delay in the completion of the work as per the contractual completion period, BHEL shall have the right to impose Liquidated Damage/Penalty at the rate of 0.5% of the value of undelivered portion per week of delay or part thereof subject to a maximum of 10% of the contract value. For this purpose, the period of delay shall be the delay attributable to the Contractor for the completion of work as per contract.

9.8 Quantity Variation:

The quantity given in the contract are tentative and may change to any extent (both in plus side and minus side). The quoted rates for individual items shall remain firm irrespective of any variations in the individual quantities and No compensation becomes payable to the contractor.

9.9 Safety:

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- It is the responsibility of the contractor to take precautions for safe working and avoid any damage to the property / equipment lying nearby, failing which the cost towards the repair / replacement will be recovered from the contractor.
 - It is the responsibility of the contractor to arrange passes or entry permit as per BHEL / CUSTOMER procedure followed in the plant premises through BHEL site office.
 - It is the responsibility of the contractor to follow the safety precautions while carrying out the work.
- 9.10 BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.
- a) **Victim:** Any person who suffers permanent disablement or dies in an accident as defined below.
 - b) **Accident:** Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/ operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Offices/ townships and premises/ Project Sites.
 - c) **Compensation in respect of each of the victims:**
 - (i) In the event of death or permanent disability resulting from Loss of both limbs: ₹10,00,000/- (Rupees Ten Lakhs)
 - (ii) In the event of other permanent disability: ₹7,00,000/- (Rupees Seven Lakhs)
- Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2 (I) of the Employee's Compensation Act, 1923."

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