

**TENDER SPECIFICATION
YTPS: SCT: 202207-114**

**“Unloading of 15000 MT Steel(Reinforcement/Structural) at BHEL-5x800 MW
Yadadri TPS.”**

VOLUME – I BOOK – 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

TECHNOCOMMERCIAL BID:

Book - I Consists of

- **Notice Inviting Tender**
- **Volume-IA: Technical Conditions of Contract**

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 single part bid system are invited 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: 202207-114	
ii	BROAD SCOPE OF JOB	Unloading of 15000 MT Steel(Reinforcement/Structural) at BHEL-5x800 MW Yadadri TPS.	
iii	DETAILS OF TENDER DOCUMENT		
a	Volume-IA	Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Procedures, Terms of payment, etc.	Applicable
b	Volume-IB	Special Conditions of Contract (SCC) Rev. 01 Dt. 01 Jun 2012 Amendment 01 dated October 01, 2015	Not Applicable
c	Volume-IC	General Conditions of Contract (GCC) Rev. 01 Dt. 01 Jun 2012 Amendment 03 dated October 01, 2015	Modified Applicable
d	Volume-ID	Forms and Procedures Rev. 01 Dt. 01 Jun 2012 Amendment 01 dated October 01, 2015	Not Applicable
e	Volume-II	Price Schedule (Absolute value).	Applicable
iv	ISSUE OF TENDER DOCUMENTS	Tender shall be floated/collected from following address: Head / Purchase - BHEL 5x800 MW Yadadri TPS Village - Veerlapalem, Mandal - Damarcherla District - Nalgonda, PIN - 508355 (Telangana)	Applicable
v	DUE DATE & TIME OF OFFER SUBMISSION	Date: 27/07/2022, Time: 15:00 Hrs	Applicable

Head Office: BHEL PSSR, Tek Towers, No.11, Old Mahabalipuram Road, Okkiyam,
Thoraipakkam, Chennai-600097

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		<i>Bid shall be submitted in the tender box available at following address:</i> <i>Finance Department BHEL Site Office 5x800MW Yadadri TPS Damarcherla (M), Nalgonda (D) PIN – 508355 (Telangana)</i> <i>Or</i> <i>email at tender.yadadri@bhel.in</i>	
vi	OPENING OF TENDER	<i>Date : 27/07/2022, Time: 15:30 Hrs</i>	Applicable
	EMD AMOUNT	<i>Applicable. Rs 27,379/-</i>	Applicable
viii	COST OF TENDER		Not Applicable
ix	LAST DATE FOR SEEKING CLARIFICATION	<i>23-07-2022</i>	Applicable
x	SCHEDULE OF Pre Bid Discussion (PBD)		Not Applicable
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)		Not Applicable
xii	Latest updates	<i>Please check bhel.com and CPP portal for latest updates.</i>	Applicable

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

- 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 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:-

- a) **Name of the Beneficiary** -: Bharat Heavy Electricals Limited
- b) **Bank Particulars**
- Bank Name -: State Bank of India
 - Bank Telephone No.(with STD code)-:

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- Branch Address:- Damarcherla (M), Nalgonda (D)
- Bank Fax No. (with STD code) :-
- Branch Code :- 21956
- 9 Digit MICR Code of the Bank Branch :-
- Bank Account Number :- 31071530332
- Bank Account Type :- Current Account
- 11 Digit IFSC Code of Beneficiary Branch :- SBIN0021956

(Note :- In case of tender to be submitted through E-mail, proof of remittance of EMD should be attached in the E-mail 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 (To be used in case of Paper bid only):** The Tenderers must submit their Tenders to Officer inviting Tender, as detailed below:

- Consisting of Techno Commercial Bid and Price Bid in a single ENVELOPE
- One set of tender documents shall be retained by the bidder for their reference

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.

6.0 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.

7.0 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).

8.0 **Not used for this tender.**

9.0 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.

10.0 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.

11.0 **Not used for this tender.**

12.0 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.

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

14.0 **Not used for this tender.**

15.0 **Not used for this tender.**

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16.0 **Not used for this tender.**

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

18.0 **Not used for this tender.**

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

20.0 **Not used for this tender.**

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

22.0 **Not used for this tender.**

23.0 **Not used for this tender.**

24.0 **Not used for this tender.**

25.0 **Not used for this tender.**

26.0 **Not used for this tender.**

27.0 **Not used for this tender.**

28.0 **Micro and Small Enterprises (MSE) - Not used for this tender.**

29.0 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.

30.0 **Not used for this tender.**

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 in 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

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- 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 shareholder's agreements or voting agreements.
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person has ownership of or entitlement to more than fifteen percent of the property or capital or profits of the such association or body of individuals.
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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

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

Note:

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

32.0 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.

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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.

33.0 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

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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Pre-qualifying Requirement

1. Bidder should have executed Material handling contract of involving steel/Industrial equipments/Components (receipt, unloading/Loading, stacking and verification) of 30%(4500 MT) of the estimated weight of materials.
2. Bidder should have executed material handling works in any Government/PSU/Ltd companies.
3. Non-performance/Poor Performance of the Bidder at any Government/PSU/Ltd companies/BHEL-Locations (including Yadadri TPS) will lead to technical disqualification and non-performance criteria is as follows.
 - i. Not executed the works successfully/satisfactorily.
 - i. Not executing the works after Award of any previous contract.
 - ii. Not executing the running contracts successfully.
4. Bidder should have average financial turn over of Rs 4,12,000 or more over last three financial years.(2018-19,2019-20,2020-21).
5. Bidder should submit on letter head that workmen compensation policy will be submitted before commencement of Work.
6. Bidder should be ready to accept for closure of contract with a notice period of 15 days by M/s BHEL and vice-versa.
7. Price bid should be valid for a period of 3 months from date of opening of price bid.
8. Quantity variation of (+/-)15% is to be accepted by the bidder.

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ANNEXURE - 2

CHECK LIST

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

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

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13	No Deviation Certificate (as per Format-5 of NIT)	Applicable	YES / NO
14	Declaration confirming knowledge about Site Conditions (as per Format-6 of NIT)	Applicable	YES / NO
15	Declaration for relation in BHEL (as per Format-7 of NIT)	Applicable	YES / NO
16	Non-Disclosure Certificate (as per Format-8 of NIT)	Applicable	YES / NO
17	Bank Account Details for E-Payment (as per Format-9 of NIT)	Applicable	YES / NO
18	Capacity Evaluation of Bidder for current Tender	Not Applicable	YES / NO
19	Tie Ups/Consortium Agreement are submitted as per format	Not Applicable	YES / NO
20	Power of Attorney for Submission of Tender/ Signing Contract Agreement (as per Format-10 of NIT)	Applicable	YES / NO
21	Analysis of Unit rates	Not Applicable	YES / NO
22	Undertaking as per clause C4 of Annexure-1 to NIT i.e. PQR (as per Annexure-8 to NIT)	Applicable	YES / NO
23	Declaration regarding Minimum Local Content In Line With Revised Public Procurement (Preference To Make In India), Order 2017 Dated 04th June, 2020) And Subsequent Order(s) (as per Annexure-10 to NIT)	Applicable	YES / NO
24	Declaration Regarding Compliance to Restrictions Under Rule 144 (xi) of GFR 2017 (as per Annexure-11 to NIT)	Applicable	YES / NO

NOTE:

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

DATE :

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

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Format-3

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-4

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER
(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: **Declaration by Authorized Signatory**

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

I/We, hereby certify that all the information and data furnished by me with regard to the above Tender Specification are true and complete to the best of my knowledge. I have gone through the specifications, conditions, stipulations and all other pertinent issues till date, and agree to comply with the requirements and Intent of the specification.

I further certify that I am authorized to represent on behalf of my Company/Firm for the above mentioned tender and a valid Power of Attorney to this effect is also enclosed.

Yours faithfully,

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

Date:

Enclosed : Power of Attorney

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NOTICE INVITING TENDER

Format-5

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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NOTICE INVITING TENDER

Format-6

DECLARATION CONFIRMING KNOWLEDGE ABOUT SITE CONDITIONS
(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: **Declaration confirming knowledge about Site conditions**

Ref: 1) NIT/Tender Specification No:,

2) All other pertinent issues till date

I / We, _____ hereby declare and confirm that we have visited the Project Site as referred in BHEL Tender Specifications and acquired full knowledge and information about the Site conditions including Wage structure, Industrial Climate, the Law & Order and other conditions prevalent at and around the Site. We further confirm that the above information is true and correct and we shall not raise any claim of any nature due to lack of knowledge of Site conditions.

I / We, hereby offer to carry out work as detailed in above mentioned Tender Specification, in accordance with Terms & Conditions thereof.

Yours faithfully,

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

Date:

Place:

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NOTICE INVITING TENDER

Format-7

DECLARATION FOR RELATION IN BHEL

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

To,

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

Dear Sir,

Sub: Declaration for relation in BHEL

Ref: 1) NIT/Tender Specification No:

I / We hereby submit the following information pertaining to relation/relatives of Proprieter/ Partner(s)/ Director(s) employed in BHEL

Tick (✓) any one as applicable:

1. The Proprieter, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in BHEL

OR

2. The Proprieter, Partner(s), or Director(s) of our Company / Firm HAVE relation / relatives employed in BHEL and their particulars are as below:

- (i)
- (ii)

Signature of the Authorised Signatory

Note:

1. Attach separate sheet, if necessary.
2. If BHEL Management comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable against the Bidder / Contractor.

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NOTICE INVITING TENDER

Format-8

NON DISCLOSURE CERTIFICATE

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

I / We understand that BHEL PSSR is committed to Information Security Management System as per their Information Security Policy.

Hence, I / We M/s..... who are submitting offer for providing services to BHEL PSSR against Tender Specification No: _____, hereby undertake to comply with the following in line with Information Security Policy of BHEL PSSR, Chennai-35.

- To maintain confidentiality of documents & information which shall be used during the execution of the Contract.
- The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL PSSR.

(Signature, date & seal of Authorized Signatory of the bidder)

Date:

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NOTICE INVITING TENDER

Format-9

MANDATE FORM

ELECTRONIC CLEARING SERVICE (CREDIT CLEARING)/ REAL TIME GROSS SETTLEMENT (RTGS) FACILITY FOR RECEIVING PAYMENTS

A. DETAILS OF BANK ACCOUNT HOLDER:-

NAME OF THE ACCOUNT HOLDER	
COMPLETE CONTACT ADDRESS	
TELEPHONE NUMBER/FAX/MAIL	

B. BANK ACCOUNT DETAILS

BANK NAME	
BRANCH NAME WITH COMPLETE ADDRESS, TELEPHONE NUMBER AND EMAIL	
WHETHER THE BANK IS COMPUTERISED?	
WHETHER THE BANK IS RTGS ENABLED? IF YES, THEN WHAT IS THE BRANCH'S IFSC CODE	
IS THE BRANCH IS ALSO NEFT ENABLED?	
TYPE OF BANK ACCOUNT (SB/CURRENT/CASH CREDIT)	
COMPLETE BANK ACCOUNT NUMBER (LATEST)	
MICR CODE OF BANK	

DATE OF EFFECT:-

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect I would not hold the user Institution responsible. I have read the option invitation letter and agree to discharge responsibility expected of me as a participant under the scheme.

Date:

()

Signature of Customer

Certified that the particulars furnished above are correct as per our records.

(Bank's Stamp)

()

Date

Signature of Bank Manager

Please attach a photocopy of cheque along with the verification obtained from the bank.

In case your Bank is presently not "RTGS Enabled", then upon its up gradation to "RTGS Enabled" branch, please submit the information again in the above proforma to the Department at earliest.

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NOTICE INVITING TENDER

Format-10

POWER OF ATTORNEY for SUBMISSION OF TENDER / SIGNING CONTRACT AGREEMENT
(To be typed on non-judicial Stamp Papers of appropriate value as applicable and Notarized)

KNOW ALL MEN BY THESE PRESENTS, that I / We do hereby make, nominate, constitute and appoint Mr., whose signature given below herewith to be true and lawful Attorney of M/s..... hereinafter called 'Company', for submitting Tender/entering into Contract and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of Company with M/s Bharat Heavy Electricals Ltd, Power Sector Southern Region, No 11, TEK Towers, Okkiyam Thoraipakkam, OldMahabalipuram Road, Chennai-97 in connection with.....
.....
..... vide Tender Specification No: _____,
dated _____.

And the Company do hereby agree to ratify and confirm all acts, deeds, things or proceedings as may be lawfully done by the said attorney and by or on behalf of the company and in the name of the company, by virtue of the powers conferred herein and the same shall be binding on the company and shall have full force and effect.

IN WITNESS WHEREOF the common seal of the company has been hereunto affixed in the manner hereinafter appearing on the document.

Dated at _____, this _____ day of _____

Director / CMD / Partner / Proprietor

Signature of Mr..... (Attorney)

Attested by: Director/CMD/Partner/Proprietor

Witness:

Notary Public

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NOTICE INVITING TENDER

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ANNEXURE – 3

Certificate by Chartered Accountant on letter head

(applicable up to 31st Dec'2021 in line with MSME notification no. S.O. 2119 (E), dated 26th June'2020 and gazette notification no. S.O. 2347(E) dtd. 16.06.2021))

NOT APPLICABLE FOR THIS TENDER

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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.{.....} dt. {.....}

This letter is to confirm that:

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

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

With regards

Signature with company seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

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

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ANNEXURE – 5

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

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

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ANNEXURE – 6

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

To

- M/s. Service provider
- Postal address

CC: M/s BHEL

{Unit-
Address-}

Sub: **Final price quoted during Reverse Auction and price breakup**

Dear Sir,

We confirm that we have quoted.

Rs. {___ in value & in words _____} for item(s) covered under tender enquiry No. {...} dt. {...}

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

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

The price break-up is as given below.

Total

=====
- Rs. in value & in words
=====

Yours sincerely,

For _____

Name:

Company:

Date:

Seal:

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ANNEXURE – 7

INTEGRITY PACT

Not applicable for this tender.

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ANNEXURE – 8

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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ANNEXURE – 9

DECLARATION

Date: _____

To: _____
Address: BHEL, _____

email: _____

Sub: **Details of related firms and their area of activities**

Dear Sir/ Madam,

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

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

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

Regards,

(_____)

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

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NOTICE INVITING TENDER

Annexure 10

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

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

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

Dear Sir,

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

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

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

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

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

Thanking you,
Yours faithfully,

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

** - Strike out whichever is not applicable.

Note:

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

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NOTICE INVITING TENDER

Annexure 11

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

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

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

Dear Sir,

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

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

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. I certify that _____ (**specify the name of the organization here**), is not from such a country / has been registered with the Competent Authority (attach valid registration by the Competent Authority, i.e., the Registration Committee constituted by the Dept. for Promotion of Industry and Internal Trade (DPIIT)); and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. (attach relevant valid registration, if applicable)

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

Thanking you,
Yours faithfully,

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

Note:

Bidders to note that if the 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 further action in accordance with law and as per BHEL guidelines.

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2021

TECHNICAL CONDITIONS OF CONTRACT

Bharat Heavy Electricals
Limited



TECHNICAL CONDITIONS OF CONTRACT (TCC)

1.1 Project Information:

Project Name:5X800 M.W. Yadadri Thermal Power Station, .

Address:_Bharat Heavy Electricals Limited, 5x800 MW Yadadri TPS Project Site

Power Sector-Southern Region, Village - Veerlapalem, Mandal - Damarcherla,

District – Nalgonda,Telangana– 508 35

1.2 Scope of Work:

1.2.1 Unloading of Steel(Reinforcement/Structural) at different storage yards of Yadadri TPS site.

1.2.2 Updation of receipt details in store material registers/BHEL MM package systems.

1.2.3 Stacking and verification.

1.2.4 Updation of verification details in material stock registers,submission of reports as per specified formats for shortage/open delivery ,lodging of police report,documents for insurance claims etc, and preparation of material receipt certificates in prescribed formats wherever applicable.

1.2.5 Identification of material in ready to lift position for issue to BHEL/ erection agency, and updation of issue details in stores records /BHEL MM systems.

1.2.6 Completion of contractual obligations.

Record keeping & updation in hard and Soft for the steel issued directly to agencies is also in scope of bidder.

Technical Conditions of Contract

1.Deployment of Tyre Mounted Crane-12T/14T along with operator with valid License.

2.All Tools & Plants like slings,diesel etc. required for this scope of work are to be arranged by contractor.

3.Tyre Mounted Crane-12T/14T deployed should have valid RC and age of the deployed Hydras by contractor should be within 15 years as on date of deployment.

4.Deployment of Manpower as follows

i. Deployment of 1 No's Skilled Manpower for System Operations,Record updation in soft and hard etc.

ii. Deployment 1 No. Skilled manpower and 3 No's Un-Skilled manpower for Unloading operations.

5. No T&P's will be provided by M/s BHEL.

1.3 T&Ps and MMEs to be deployed by Contractor:

All the tools & plants required for this scope of work are to be arranged by the contractor within the quoted rates. Proper T&Ps like Slings / Chains, Shoes, Gloves, etc. in the scope of agency.

1.Deployment of Tyre Mounted Crane-12T/14T along with operator with valid License.

2.All Tools & Plants like slings,diesel etc. required for this scope of work are to be arranged by contractor.

3.Tyre Mounted Crane-12T/14T deployed should have valid RC and age of the deployed Hydras by contractor should be within 15 years as on date of deployment.

1.4 T&Ps and MMEs to be deployed by BHEL on sharing basis:

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TECHNICAL CONDITIONS OF CONTRACT (TCC)

BHEL shall not provide any T&Ps and MMEs for this scope of work.

1.5 Time Schedule:

1.5.1 Contract Period:

The contract period of the scope of work shall be completed within 04 (Four) days from the date of commencement of work.

1.5.2 Date of commencement of work:

After issue of Work Order, the contractor shall report to the General Manager of BHEL at 5x800 MW Yadadri TPS Project site within three days for mobilization of resources in such a manner to complete the work within contract period.

1.6 Terms of Payment

1.6.1 Billing will be considered/done for the steel unloaded in the BHEL-Yadadri TPS storage yards only.

1.6.2 80% of the payment will be done along with RA bills upon completion of SI No.1,2,3,4 of Scope of Work.

1.6.3 10% of the payment will be paid against completion of SI No.5 of scope of work for equivalent tonnage of material unloaded.

1.6.4 10% of Payment will be released along with final bill completing the works in all respects as mentioned in scope of work as certified by BHEL-Engineer In-Charge.

1.6.5 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

1.7 Taxes and other Duties

1.7.1 Goods and service Tax (GST) & Cess:

- 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.
- 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

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TECHNICAL CONDITIONS OF CONTRACT (TCC)

works contract, the applicable rate shall be @ 18% GST, as applicable presently.

- 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

- 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.
- 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.
- 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.
- 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.
- TDS under GST (if/ as & when applicable) shall be deducted at prevailing rates on gross invoice value from the running bills.
- 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.
- 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.
- 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.
- 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.

1.7.2 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.

1.7.3 Statutory Variations:

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TECHNICAL CONDITIONS OF CONTRACT (TCC)

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.

1.7.4 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.

1.7.5 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.

1.8 General Conditions of Contract:

1.8.1 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:

- (a) 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.
- (b) 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.
- (c) 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.
- (d) In case of lumpsum 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.
- (e) 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)'.
 - The 'Final Total Amount' shall be arrived at after considering the amounts worked out in line with '(a)' to '(d)' above.

1.8.2 Rights of BHEL:

BHEL reserves the following rights in respect of this contract during the original contract period or its

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TECHNICAL CONDITIONS OF CONTRACT (TCC)

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.

- (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.

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TECHNICAL CONDITIONS OF CONTRACT (TCC)

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: In case 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:

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:

1.If successful bidder fails to execute the work after award of the contract,EMD will be forfeited and will not be returned in any case.

2.If successful bidder fails to perform the contract at any point of time after commencement of work,M/s BHEL will take necessary action to execute the works by deploying the T&P's,Diesel,Manpower etc.at Risk & Cost of the bidder with 5% Over Heads.

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Tender Specification No. - YTPS: SCT: 202207-114

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3. Penalty of RS 500 per truck per day (over and above two days) for not unloading materials within two days of receipt of vehicle if the delay is attributable to contractor.

Quantity Variation:

The quantities given in the contract are tentative and may change to any extent upto 15% (both in plus side and minus side). The quoted rates for individual items shall remain firm irrespective of any variations in the individual quantities. No compensation becomes payable for the variation of the final executed contract value.

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Bharat Heavy Electricals Limited
Power Sector - Southern Region
Project - 5x800 MW Yadadri TPS

Annexure -II

Technical bid for Enquiry - YTPS:SCT: 202207-114

JOB: Unloading of 15000 MT Steel(Reinforcement/Structural) at BHEL-5x800 MW Yadadri TPS.

Bidder's Name				
Sl. No.	Description	UOM	Qty.	Quoted/Not Quoted
1	1.Unloading of Steel(Reinforcement/Structural) at different storage yards of Yadadri TPS site. 2.Updation of receipt details in store material registers/BHEL MM package systems. 3.Stacking and verification. 4.Updation of verification details in material stock registers,submission of reports as per specified formats for shortage/open delivery ,lodging of police report,documents for insurance claims etc, and preparation of material receipt certificates in prescribed formats wherever applicable. 5.Identification of material in ready to lift position for issue to BHEL/ erection agency, and updation of issue details in stores records /BHEL MM systems. 6.Completion of contractual obligations.	MT	15000	

SIGNATURE & SEAL OF AUTHORISED PERSON

NAME:



Bharat Heavy Electricals Limited
Power Sector - Southern Region
Project - 5x800 MW Yadadri TPS
Annexure -II

Price bid for Enquiry - YTPS:SCT: 202207-114

JOB: Unloading of 15000 MT Steel(Reinforcement/Structural) at BHEL-5x800 MW Yadadri TPS.

Bidder's Name					
Sl. No.	Description	UOM	Qty.	Unit Price	Total Price (Rs.)
1	1.Unloading of Steel(Reinforcement/Structural) at different storage yards of Yadadri TPS site. 2.Updation of receipt details in store material registers/BHEL MM package systems. 3.Stacking and verification. 4.Updation of verification details in material stock registers,submission of reports as per specified formats for shortage/open delivery ,lodging of police report,documents for insurance claims etc, and preparation of material receipt certificates in prescribed formats wherever applicable. 5.Identification of material in ready to lift position for issue to BHEL/ erection agency, and updation of issue details in stores records /BHEL MM systems. 6.Completion of contractual obligations.	MT	15000		₹ 0.00
Total Price					₹ 0.00
Total Price (In Words)					

NOTES:

1. Quoted rate shall be exclusive of GST.
2. All the above quoted rates shall be firm throughout the contract period.

GST - EXTRA ----%

SIGNATURE & SEAL OF AUTHORISED PERSON

NAME: