

# **TENDER SPECIFICATION**

## **YTPS: SCT: 202111-68**

**“Hiring of Two (02 Nos.) 250MT Capacity Hydraulic Crawler Crane with  
Luffing Jib with Operator and Maintenance Crew”**

**At**

**5x800MW 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 - Consists of Book - I**

**Book - I Consists of**

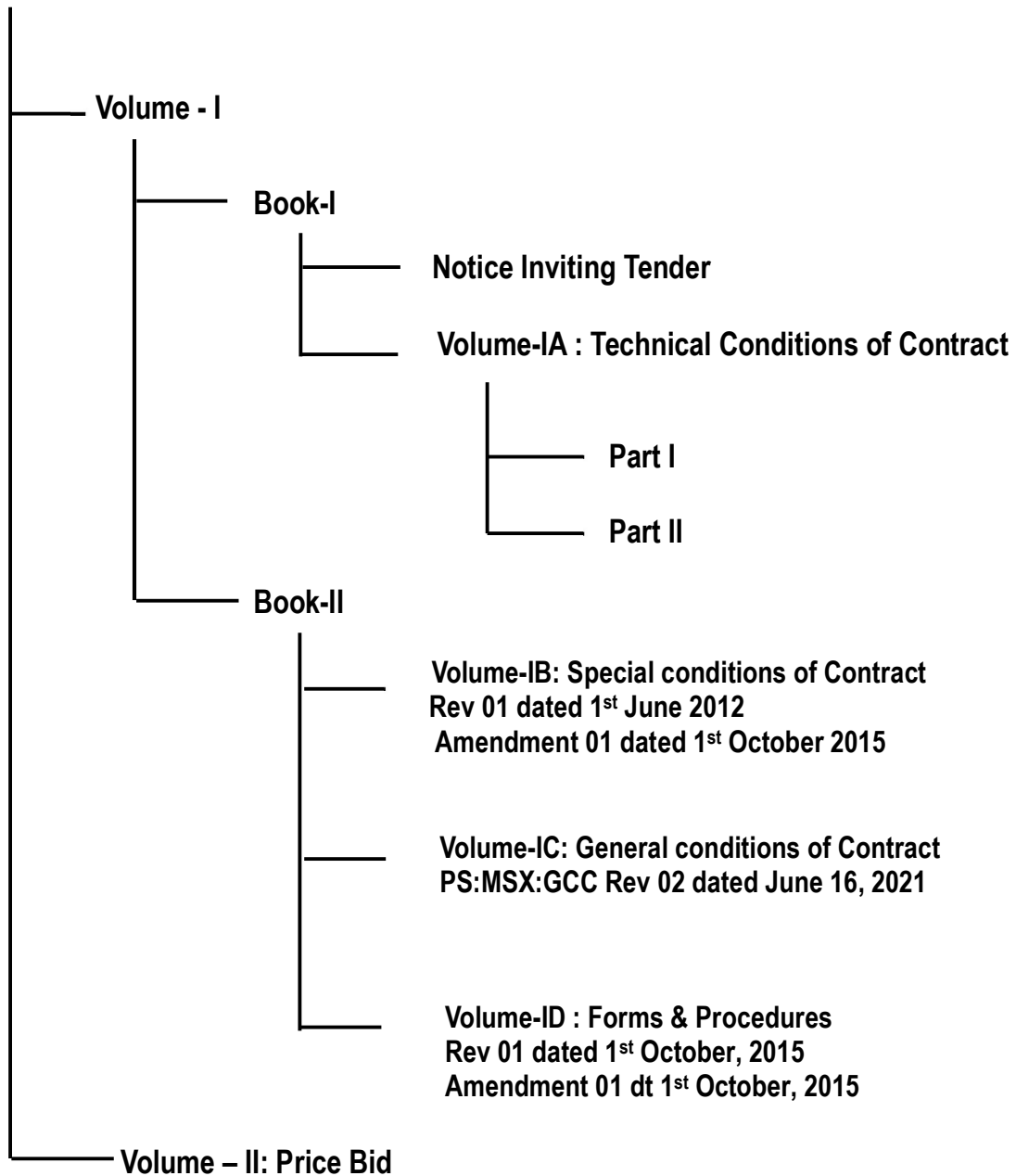
- **Notice Inviting Tender**
- **Volume-IA: Technical Conditions of Contract**

**Book – II Consists of**

- **Volume-IB: Special Conditions of Contract**
- **Volume-IC: General Conditions of Contract**
- **Volume-ID: Forms and Procedures**

# TENDER SPECIFICATION CONSISTS OF

## Tender Specification



2021

# NOTICE INVITING TENDER

Bharat Heavy Electricals  
Limited



## **NOTICE INVITING TENDER (NIT)**

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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 (meeting PRE QUALIFICATION CRITERIA as mentioned in Annexure-1) 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	<b>TENDER NUMBER</b>	YTPS: SCT: 202111-68
ii	<b>BROAD SCOPE OF JOB</b>	Hiring of Two (02 Nos.) 250MT Capacity Hydraulic Crawler Crane with Luffing Jib at 5x800 MW Yadadri TPS
iii	<b>DETAILS OF TENDER DOCUMENT</b>	
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 Applicable
c	Volume-IC	General Conditions of Contract (GCC) PS:MSX:GCC, Rev-2 dated: June 16, 2021 Applicable
d	Volume-ID	Forms and Procedures Rev. 01 Dt. 01 Jun 2012 Amendment 01 dated October 01, 2015 Applicable
e	Volume-II	Price Schedule (Absolute value). Applicable
iv	<b>ISSUE OF TENDER DOCUMENTS</b>	Tender documents will be available for downloading from BHEL website ( <a href="http://www.bhel.com">www.bhel.com</a> ) or e-procurement portal (link to be added) as per schedule below:  <b>Start - 16/12/2021, Time - 17:00 Hrs</b> <b>Closes - 27/12/2021, Time - 14:30 Hrs</b>  Brief information of the tenders shall also be available at central public procurement portal. ( <a href="https://eprocure.gov.in/epublish/app">https://eprocure.gov.in/epublish/app</a> ) Applicable

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v	<b>DUE DATE &amp; TIME OF OFFER SUBMISSION</b>	<b>Date - 27/12/2021, Time - 15:00 Hrs</b> <i>Bid shall be submitted (By Post or Person) in the Tender Box or through E-mail</i>	Applicable
vi	<b>OPENING OF TENDER</b>	<b>Date - 27/12/2021, Time - 15:30 Hrs</b> <b>Notes:</b> <i>In case the due date of opening of tender becomes a non-working day, then the due date &amp; time of offer submission and opening of tenders get extended to the next working day.</i>	Applicable
vii	<b>EMD AMOUNT</b>	Rs. 6,51,000/- (Rs. Six Lakh Fifty One Thousand Only)	Applicable
viii	<b>COST OF TENDER</b>		Not Applicable
ix	<b>LAST DATE FOR SEEKING CLARIFICATION</b>	<b>Date - 23/12/2021, Time - 17:30 Hrs</b> <i>Clarification requirement should be sent to Sh. Anand Kumar / Manager, SCT at email ID aanand@bhel.in</i>	Applicable
x	<b>SCHEDULE OF Pre Bid Discussion (PBD)</b>		Not Applicable
xi	<b>INTEGRITY PACT &amp; DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)</b>		Applicable
xii	<b>Latest updates</b>	<i>Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc. to Tender Specifications will be hosted in BHEL webpage (<a href="http://www.bhel.com">www.bhel.com</a> → Tender Notifications → View Corrigendums) &amp; Central Public Procurement portal (<a href="https://eprocure.gov.in/epublish/app">https://eprocure.gov.in/epublish/app</a>). Bidders to keep themselves updated with all such information.</i>	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 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

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- Bank Telephone No.(with STD code):-
- 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 sent 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:** The bidder should respond by submitting their offer through E-mail at *tender.yadadri@bhel.in* only. Offers are invited in two-parts only.

## **Documents Comprising in the Tender:**

The tender to be submitted through E-mail having attachment less than 20MB (In case, attachment is more than 20MB, 2 or 3 or 4 mail may be submitted and should be indicated as 1 of 2, 2 of 2 or 1 of 3, 2 of 3, 3 of 3, etc.) **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 4.0. Alternatively, documentary evidence for claiming exemption as per clause 29 of NIT.
- (b) Technical Bid (without indicating any prices).

### **II. Price Bid:**

- (a) Prices are to be quoted in the attached Price Bid format (password protected) through e-mail. The password of the submitted Price Bid shall be asked from Bidder through e-mail for opening of the Price Bid.
- (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 (digitally or manually) 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.

**Bidders are requested to submit their completed bid as per laydown procedure either as per Sl. No. 5 or Sl. No. 6.**

- 6.0 **Procedure for Submission of Tenders (To be used in case of Paper bid only):** Tender to be submitted to Officer inviting Tender, as detailed below:

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

6.1 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
	<b>Part-I</b>	
	<b><u>ENVELOPE – I super-scribed as:</u></b> PART-I (TECHNO COMMERCIAL BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:	
	<b>CONTAINING THE FOLLOWING:-</b>	
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.  <b><u>Note:</u></b> <ol style="list-style-type: none"> <li>a. In case of any deviation, the same should be submitted separately for technical &amp; 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.</li> <li>b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding.               <ol style="list-style-type: none"> <li>i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL</li> <li>ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender</li> </ol> </li> </ol>	
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)	
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	

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xiii.	Any other details preferred by bidder with proper indexing.	
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	<b>PART-I B</b>	
	<b>ENVELOPE – II super-scribed as:</b> PART-I (EMD) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:  <b>CONTAINING THE FOLLOWING:-</b>	
	Earnest Money Deposit (EMD) in the form as indicated in this Tender	

	<b>PART-II</b>	
	<b>PRICE BID</b> consisting of the following shall be enclosed	
	<b>ENVELOPE-III</b> super-scribed as: PART-II (PRICE BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:  <b>CONTAINING THE FOLLOWING</b>	
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)	

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

**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).

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**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.**

13.0 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc. or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer; else, BHEL's interpretation shall prevail.

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

15.0 Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), **if applicable**, along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. **The names and other details of Independent External Monitor (IEM) for the subject tender is as given at point (1) above.**

**"Integrity Pact (IP)"**

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

Sl. No.	IEM	Email
1.	Shri Arun Chandra Verma, IPS (Retd.)	<a href="mailto:acverma1@gmail.com">acverma1@gmail.com</a>
2.	Shri Virendra Bahadur Singh, IPS (Retd.)	<a href="mailto:vbshinghips@gmail.com">vbshinghips@gmail.com</a>

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

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

**Note:**

*No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be*

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*addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below:*

Details of contact person(s):

(1)  
Name: \_\_\_\_\_  
Deptt: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: (Landline/ Mobile) \_\_\_\_\_  
Email: \_\_\_\_\_  
Fax: \_\_\_\_\_

(2)  
Name: \_\_\_\_\_  
Deptt: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: (Landline/ Mobile) \_\_\_\_\_  
Email: \_\_\_\_\_  
Fax: \_\_\_\_\_

- 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 BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com) on "**supplier registration page**".) for this tender. RA shall be conducted among all the techno-commercially qualified bidders.
- Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.
- 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 **Consortium Bidding is not applicable 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 The consultant / firm (and any of its affiliates) shall not be eligible to participate in tender(s) for the related works or services for the same project, if they were engaged for the consultancy services.
- 27.0 Guidelines/rules in respect of Suspension of Business dealings, Vendor evaluation format, Quality, Safety & HSE guidelines, Experience Certificate, etc. may undergo change from time to time and the latest one shall be followed. The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' is available on [www.bhel.com](http://www.bhel.com) on "**supplier registration page**".

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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 website <http://www.bhel.com>.

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

**28.1.1 Commitment by BHEL:**

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

**28.1.2 Commitment by Bidder/ Supplier/ Contractor:**

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

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

29.0 **Micro and Small Enterprises (MSE):** – Not Applicable

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

31.0 **PREFERENCE TO MAKE IN INDIA:**

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

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

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of this Clause shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling

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in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. "Bidder from a country which shares a land border with India" for the purpose of this Clause means: -

- a. An entity incorporated established or registered in such a country; or
- b. A subsidiary of an entity incorporated established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

IV. The beneficial owner for the purpose of (III) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or 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.

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- (ii) Registration of the bidder with Competent Authority should be valid at the time of submission as well as acceptance of the bids.

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

All overwriting/cutting, etc. will be numbered by bid opening officials and announced during bid opening. **(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 The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

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

**35.0 Mode of Award of work:**

- 35.1 This tender consists of two packages i.e. Package-1 for initial hiring period of 13 months and Package-2 for initial hiring period of 10 months.
- 35.2 Bidders can quote for either one package or for both the packages and the same needs to be specifically indicated by the bidder in Techno-commercial bid.
- 35.3 In the event of submitting offer for only one package, the bidder shall submit the price bids of either Package-1 or Package-2 in sealed envelope.
- 35.4 In the event of submitting offer for both packages, the bidder shall submit the price bids of Package-1 and Package-2 in separate sealed envelopes.
- 35.5 The price bid of Package-1 will be opened first and the price bid of Package-2 will be opened later. Price bid opening of each Package will be intimated to the respective bidders separately.
- 35.6 Each Package of this tender will be treated as a separate contract upon award.
- 35.7 Evaluation shall be done separately for each package based on the Total Price (A) quoted by the bidders and the contract shall be awarded to the lowest bidder (L1) in each package.
- 35.8 Successful bidder in one package shall also be considered for the other package subject to fulfilment of Pre-Qualification Criteria.

**36.0 Order of Precedence:**

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

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

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g. Forms and Procedures —Volume-1D

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

for BHARAT HEAVY ELECTRICALS LTD  
(SCT)

**Enclosure:**

- (i) Annexure-1: Pre Qualifying Requirements.
- (ii) Annexure-2: Check List.
- (iii) Annexure-3: Certificate by Chartered Accountant
- (iv) Annexure-4: Reverse Auction Process Compliance Form
- (v) Annexure-5: Authorization of representative who will participate in the online Reverse Auction Process
- (vi) Annexure-6: RA Price Confirmation and Breakup
- (vii) Annexure-7: Integrity Pact
- (viii) Annexure-8: Undertaking as per C4 of Annexure-1 i.e. PQR
- (ix) Annexure-9: Declaration regarding Details of related firms and their area of activities
- (x) 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)
- (xi) Annexure-11: Declaration Regarding Compliance to Restrictions Under Rule 144 (xi) of GFR 2017
- (xii) Other Tender documents as per this NIT.

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## ANNEXURE - 1

### PRE QUALIFYING REQUIREMENTS (PQR)

JOB	Hiring of Two (02 Nos.) 250MT Capacity Hydraulic Crawler Crane with Luffing Jib with Operator and Maintenance crew at 5x800 MW Yadadri TPS
TENDER NO	YTPS: SCT: 202111-68

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)	Applicable	
B	<b><u>Technical</u></b>  <b>B.1:</b> Bidder should have provided at least 1 No. crane with minimum capacity of 75MT on hire, within the last seven years, from the latest date of bid submission.  <b>B.2:</b> The age of the offered crane shall not be more than 15 years as on the latest date of bid submission.  <b>B.3:</b> The bidder shall submit the following along with the Techno-Commercial (Part I) offer.  <b>B.3.1:</b> Work Order and Proof of Deployment for having provided cranes as per Pre Qualifying Criteria above.  <b>B.3.2:</b> The following details with respect to the offered crane: <ul style="list-style-type: none"><li>• Make</li><li>• Model</li><li>• Capacity</li><li>• Maximum Main Boom Length &amp; Luffing Jib Boom offered</li><li>• Boom combination offered</li></ul>	Applicable	

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	<p><b>B.3.3:</b> Load Chart and Range Diagram, of offered crane, in support of B.3.2 above.</p> <p><b>B.3.4:</b> Documents in support of month and year of manufacturing of the offered crane</p> <p><b>B.3.5:</b> Documentary evidence of ownership of the crane by the bidder. In case the bidder is offering a Crane not owned by them, a copy of valid Power of Attorney or Memorandum of Understanding between the bidder and the owner of the crane, authorizing the bidder to offer the crane for the subject tender.</p>		
C-1	<p><b><u>Financial</u></b></p> <p><b><u>TURNOVER FOR PACKAGE 1</u></b></p> <p>Bidder must have achieved an average annual financial turnover (Audited) of Rs. 53,55,000/- (Rs. Fifty Three Lakh Fifty Five Thousand only) or more over three consecutive FY from immediate four previous FYs shall be reckoned. (FY to be considered shall be FY 2017-18, 2018-19 &amp; 2019-20 or 2018-19, 2019-20 &amp; 2020-21)</p> <p><b><u>TURNOVER FOR PACKAGE 2</u></b></p> <p>Bidder must have achieved an average annual financial turnover (Audited) of Rs. 44,10,000/- (Rs. Forty Four Lakh Ten Thousand only) or more over three consecutive FY from immediate four previous FYs shall be reckoned. (FY to be considered shall be FY 2017-18, 2018-19 &amp; 2019-20 or 2018-19, 2019-20 &amp; 2020-21)</p>	Applicable	
C-2	<p><b>NETWORTH</b> (only in case of Companies)</p> <p>Net worth of the Bidder based on the latest Audited Accounts as furnished for 'C-1' above should be positive.</p>	Applicable	
C-3	<p><b>PROFIT</b></p> <p>Bidder must have earned profit in any one of the three Financial Years as applicable in the last three Financial Years as furnished for 'C-1' above.</p>	Applicable	

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C-4	Bidder must not be under Insolvency Resolution Process or Liquidation or Bankruptcy Code Proceedings (IBC) as on date, by NCLT or any adjudicating authority/authorities, which will render him ineligible for participation in this tender, and shall submit undertaking (Annexure-8) to this effect.	Applicable	
D	Assessment of Capacity of Bidder to execute the work as per sl. no. 9 of NIT (if applicable)	Not Applicable	By BHEL
E	Approval of Customer (if applicable) <b>Note:</b> 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
F	Price Bid Opening <b>Note:</b> Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria A to E	Applicable	BY BHEL
G	Consortium criteria (if applicable)	Not Applicable	
<b>Explanatory Notes for the PQR (unless otherwise specified in the PQR):</b> <ol style="list-style-type: none"> <li>Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated against C-1 above along with all annexures.</li> <li>In case audited financial statements have not been submitted for all the three years as indicated against C-1 above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years i.e. total divided by three.</li> <li>If Financial Statements are not required to be audited statutorily, then instead of audited financial statements, financial statements are required to be certified by Chartered Accountant.</li> <li>C-2:-NETWORTH: Shall be calculated based on the latest Audited Accounts as furnished for C-1 above. Net worth =Paid up share capital* + reserves. (Net worth is required to be evaluated in case of companies).</li> <li>C-3:- PROFIT : shall be PBT earned during any one year of the three financial years as in C-1 above</li> <li>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. Completion date shall be reckoned from the "FY Quarter of bid submission". (For eg. – Work completed on 01.01.2014 shall be considered even if latest date of bid submission is 20.10.2021.)</li> <li>'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.</li> </ol>			

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

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

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Format-1

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

**Not applicable for this tender.**

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Format-2

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

Not applicable for this tender.

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## **ANNEXURE - 2**

### **CHECK LIST**

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

1	Name and Address of the Tenderer		
2	Details about type of the Firm/Company		
3.a	Details of Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
3.b	Details of alternate Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
4	EMD DETAILS	DD No:                      Date : Bank :                      Amount: Please tick ( <input checked="" type="checkbox"/> ) whichever applicable:- ONE TIME EMD / ONLY FOR THIS TENDER	
5	Validity of Offer	TO BE VALID FOR SIX MONTHS FROM DUE DATE	
		APPLICABILITY (BY BHEL)	ENCLOSED BY BIDDER
6	Whether the format for compliance with <b>PRE QUALIFICATION CRITERIA</b> (ANNEXURE-I) is understood and filled with proper supporting documents referenced in the specified format	Applicable	YES / NO
7	Audited profit and Loss Account for the last three years	Applicable	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	Applicable	YES/NO
11	Offer Forwarding Letter	Applicable	YES/NO
12	Declaration by Authorized Signatory	Applicable	YES/NO
13	No Deviation Certificate	Applicable	YES/NO

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14	Declaration confirming knowledge about Site Conditions	Applicable	YES/NO
15	Declaration for relation in BHEL	Applicable	YES/NO
16	Non-Disclosure Certificate	Applicable	YES/NO
17	Bank Account Details for E-Payment	Applicable	YES/NO
18	Capacity Evaluation of Bidder for current Tender	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	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. For Sl. No.11 to 20 above, the formats are available in "Volume ID of Volume I Book-II – Forms and Procedures" of this tender specification.
3. 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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## **ANNEXURE – 3**

### **Certificate by Chartered Accountant on letter head**

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

**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**

#### **Between**

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

#### **and**

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

### **Preamble**

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

\_\_\_\_\_. The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

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

### **Section 1- Commitments of the Principal**

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
  - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order

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- to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and will await their decision in the matter.

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

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

## Section 4 - Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher.

## Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

## Section 6 - Equal treatment of all Bidders/ Contractors / Sub-contractors

- 6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors.

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6.2 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

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

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

## **Section 8 -Independent External Monitor(s)**

8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.

8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality in line with Non- disclosure agreement.

8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.

8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.

8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.

8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.

8.9 IEM should examine the process integrity; they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organisation.

8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code/ Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to

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proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.

8.12 The word 'Monitor' would include both singular and plural.

## Section 9 - Pact Duration

9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty / guarantee etc. should be outside the purview of IEMs.

9.2 If any claim is made/ lodged during currency of IP, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

## Section 10 - Other Provisions

10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those bidders / contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

-----

For & On behalf of the Principal

(Office Seal)

Place-----

Date-----

Witness: \_\_\_\_\_

(Name & Address) \_\_\_\_\_

\_\_\_\_\_

-----

For & On behalf of the Bidder/ Contractor

(Office Seal)

Witness: \_\_\_\_\_

(Name & Address) \_\_\_\_\_

\_\_\_\_\_

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## **ANNEXURE – 8**

### **UNDERTAKING**

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

To,

(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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## Annexure 10

### **DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 04<sup>TH</sup> 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 04<sup>th</sup> 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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## 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:**

1. 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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## **Important Information**

1. Refer Chapter XII of Volume IB Special Conditions of Contract regarding Suspension of Business Dealings: The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/contractors' has now been uploaded on [www.bhel.com](http://www.bhel.com) on "supplier registration page" at the following link: [http://www.bhel.com/vender\\_registration/pdf/Suspension\\_guidelines\\_abridged.pdf](http://www.bhel.com/vender_registration/pdf/Suspension_guidelines_abridged.pdf)
2. All Statutory Requirements as applicable for this project shall be complied with.
3. Following clause shall form part of the HSE documents issued under Chapter IX of Volume IB 'Special Conditions of Contract'.

*"In case of any financial deduction made by Customer for lapses of safety other than what is provided elsewhere in the contract, the same shall be charged on back-to-back basis on the defaulting contractor without prejudice to any other right spelt anywhere in the tender /contract"*
4. Compensation in case of Death/ Permanent Incapacitation of Person: 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 employee as detailed below:
  - (a) Victim: Any person who suffers permanent disablement of 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: Rs 10,00,000/- (Rs Ten Lakh)
    - (ii) In the event of other permanent disability: Rs 7,00,000/- (Rs Seven Lakh)
  - (d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2(l) of the Employee's Compensation Act, 1923.
5. Bidder to strictly follow all the necessary guidelines issued by Customer, District Magistrate, State Government and Central government to control Covid-19 outbreak.
6. The following Clauses of Special Conditions of Contract shall not be applicable for this Contract.
  - (a) General Intent of the Specifications – Clause No. 1
  - (b) General Services to be rendered by the Bidder – Clause No. 2
  - (c) General technical Requirements – Clause No. 3
  - (d) Obligations of Contractor – Clause No. 4
  - (e) Material handling, Storage, Preservation, etc., – Clause No. 6
  - (f) Drawings – Clause No. 7
  - (g) Inspection and Quality – Clause No. 8

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- (h) Performance Monitoring – Clause No. 11
7. The following Clauses of General Conditions of Contract shall not be applicable for this Contract.
- (a) Liquidated Damages - Clause No. 2.7.9
  - (b) Progress Monitoring, Monthly Review and Performance Evaluation - Clause No. 2.9
  - (c) Time of Completion – Clause No. 2.10
  - (d) Extension of time for completion – Clause No. 2.11.2, 2.11.4 & 2.11.6
  - (e) Overrun Compensation - Clause No. 2.12
  - (f) Interest bearing Recoverable advance - Clause no.2.13
  - (g) Quantity Variation - Clause no. 2.14
  - (h) Extra Works - Clause no. 2.15
  - (i) Supplementary Works - Clause no.2.16
  - (j) Price variation Compensation - Clause no. 2.17
  - (k) Performance Guarantee for Workmanship - Clause no. 2.24
8. The following Clauses of Forms and Procedures shall not be applicable for this Contract.
- (a) Monthly plan and review with contractors (Form F-14 Rev 01) - Clause no. 1.14
  - (b) Monthly performance Evaluation of Contractor (Form F-15 Rev 02) - Clause no. 1.15
  - (c) Evaluation of Contractor Performance Annual (Form F-17 Rev 01) - Clause no. 1.17
  - (d) Evaluation of Contractor Performance for the contract (Overall) (Form F-18 Rev01) - Clause no. 1.18
  - (e) Milestone Completion Certificate (Form F-19 Rev 00) - Clause no. 1.19
  - (f) Completion Certificate (Form F – 20 Rev 01) - Clause no. 1.22
  - (g) Analysis of unit rates quoted (Form F-26) - Clause no. 1.26
9. The following clause is added under Clause No. 1.10 “SECURITY DEPOSIT” of GCC:
- Bidder agrees to submit Security Deposit required for execution of the contract within the time period mentioned. In case of delay in submission of Security Deposit, enhanced Security Deposit which would include interest (Base rate of SBI +6%) for the delayed period, shall be submitted by the bidder. Further, if Security Deposit is not submitted till such time the first bill becomes due, the amount of Security Deposit due shall be recovered as per terms defined in NIT/contract, from the bills along with due interest.”
10. Reverse Auction - The Chapter Reverse auction procedure published in ‘Forms and Procedures ‘of Volume I Book-II stands deleted. Revised Reverse Auction Guidelines 2021 available in the website <http://www.bhel.com> shall be applicable.

## 11. OCCUPATIONAL HEALTH, SAFETY & ENVIRONMENT MANAGEMENT/ QUALITY ASSURANCE PROGRAMME:

The following clauses in Occupational Health, Safety & Environment Management / Quality Assurance Programme published in Chapter-IX of Special Conditions of Contract (Volume I Book-II) is revised as under.

### Chapter IX Clause 9.1 is modified as below:

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Contractor will comply with HSE (Health, Safety & Environment) requirements of BHEL as per the "HSE Plan for Site Operations by Subcontractor" (Document No. HSEP: 14 Rev01) enclosed.

**Chapter IX Clause 9.1.1 to 9.1.25 stands deleted.**

**Chapter IX Clause 9.2 to 9.62 stands deleted.**

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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:

1	Name of the Project	YADADRI Thermal Power Station
2	Station Capacity	5X800 MW ( Coal based )
3	Owner	Telangana State Power Generation Corporation Limited ( <b>TSGENCO</b> )
4	Site Location	Site is located 7 km from the NH565 (SH2). Veerlapalem village, Dameracherla Mandal, NALGONDA DISTRICT, TELANGANA STATE
5	Latitude	16° 42'20.40 N
6	Longitude	79° 34'41.56 E
7	Nearest Town	30 Km Miryalaguda
8	Nearest Railway Station	6.5 Km Damercherla
9	Nearest Airport	130 Kms (Vijayawada)
10	<b>Site Conditions</b>	
	Ambient Temperature	
	Daily minimum ( average)	10°C
	Daily maximum ( average)	47°C
	Design Ambient Temperature	50°C
	Ambient temperature ( performance)	38°C
	Relative Humidity for design / efficiency	48-84 %
	Annual rainfall, mm	600 mm
	Plant Elevation above MSL	85 m above MSL
	Mean Wind Speed	8 km/h
	Wind Pressure	As per the latest revision of IS 875/1987
	Seismic co-efficient	Zone-II as per IS- 1893 (Part-IV)

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# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-II: Scope of Work and Technical Specification

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**The scope of the work will comprise of but not limited to the following: (All the works mentioned hereunder shall be carried out within the accepted rate unless otherwise specified.)**

### 1.1 Broad Scope of Work:

**Package-1 :** Providing service of one no. 250MT Capacity Hydraulic crawler crane with Luffing Jib for 13 Months on monthly hire basis with Operation and Maintenance crew for Construction work at 5x800MW Yadadri Thermal Power Project, Dameracherla, Nalgonda Dist., Telangana State as per the as per the specification provided hereunder.

**Package-2 :** Providing service of one no. 250MT Capacity Hydraulic crawler crane with Luffing Jib for 10 Months on monthly hire basis with Operation and Maintenance crew for Construction work at 5x800MW Yadadri Thermal Power Project, Dameracherla, Nalgonda Dist., Telangana State as per the as per the specification provided hereunder

Agency shall provide Field Quality Assurance Engineers (FQAE) in the areas / packages mentioned below and as specified elsewhere, at BHEL 5x800 MW Yadadri Project sites.

### 1.2 Requirements for 250MT Crane (Common for Package-1 & Package-2)

- 1.2.1 Main Boom Length to be provided is minimum 54 Mtrs and Luffing Jib Length to be provided is minimum 42 Mtrs. Combination of Main boom + Luffing Jib to be provided is minimum 54 Mtrs Main Boom Length with minimum 42 Mtrs Luffing Jib Length. However, the maximum main boom and Luffing Jib combination available with the provided crane would be used as and when required.
- 1.2.2 The Crane shall be engaged in the Project construction work of thermal power plants consisting of Boiler, Electrostatic Precipitator, various structures, Tanks, Vessels and other equipment of these plants as per the instructions of BHEL Engineer –in-Charge.
- 1.2.3 The crane shall be provided with all accessories, operator cum mechanic, helper and maintenance crew, all other consumables including spares & excluding fuel for the erection of Boiler and auxiliaries and any other material handling works which are required to be carried out as per the requirement at site from time to time.
- 1.2.4 Fuel oil (HSD) for normal operation of the crane shall be provided by BHEL / BHEL's erection contractor after the services of the crane is accepted by BHEL after first load test till the service are being utilized by BHEL. The bidder at his own cost shall arrange the HSD required during breakdown maintenance.
- 1.2.5 BHEL shall have the right to utilize the maximum capacity of the crane offered as per requirement without any extra cost.
- 1.2.6 In case the proposed crane is of better specification than the requirement mentioned above, then price quoted in price bid shall be taken as reference for purpose of evaluation & no additional payment shall be made towards the same.
- 1.2.7 Crane deployed at site should preferably be same as offered in the bid. BHEL Reserves the right to accept or reject any crane, other than offered crane in the bid. In case the bidder decides to deploy any other crane of the same or better specification, its acceptance shall solely be at BHEL's discretion & payment shall be made based on awarded price only & no additional payment shall be made towards the same. In such a case, the bidder shall furnish complete details of the crane proposed to be deployed and deployment shall be done only after permission from BHEL.
- 1.2.8 The crane should be in good working condition and shall be Inspected, load tested and Certified by Competent Person of third-party agency certified by Director of Factories at site before the Crane is put into operation. The cost incurred towards the above to be borne by the bidder.

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# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-II: Scope of Work and Technical Specification

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The Bidder should submit valid test certificate for the crane to be deployed at site. Load test has to be conducted at site as per the test procedure for which necessary load materials shall be provided by BHEL. Bidder must also furnish Insurance coverage details of the crane at Site at the time of deployment of crane.

- 1.2.9 **Interested bidders are requested to visit the above site to see the site conditions before submitting the offer.**

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# TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

Tender Specification No. - YTPS: SCT: 202110-62

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Sl.No.	Description	Scope to be taken care by		Remarks
		BHEL	Bidder	
	PART I			
3.1	ESTABLISHMENT			
3.1.1	FOR CONSTRUCTION PURPOSE:			
3.1.1.1	Open space for office	Yes		
3.1.1.2	Open space for storage	Yes		
3.1.1.3	Construction of bidder's office, canteen and storage building including supply of materials and other services		Yes	
3.1.1.4	Bidder's all office equipments, office / store / canteen consumables		Yes	
3.1.1.5	Canteen facilities for the bidder's staff, supervisors and engineers etc		Yes	
3.1.1.6	Firefighting equipments like buckets, extinguishers etc		Yes	
3.1.1.7	Fencing of storage area, office, canteen etc of the bidder		Yes	
3.1.2	FOR LIVING PURPOSES OF THE BIDDER			
3.1.2.1	Open space		Yes	
3.1.2.2	Living accommodation		Yes	
3.1.3	ELECTRICITY			
3.1.3.1	Electricity of Voltage 415 / 440 V For construction purposes	Yes		
3.1.3.1.1	Single point source from the nearest SS for office within the plant premises	Yes		
3.1.3.1.2	Further distribution for the work to be done which include supply of materials and execution		Yes	
3.1.3.2	Electricity for the office, stores, canteen, labour colony etc of the bidder which include:		Yes	
3.1.3.2.1	Distribution from single point including supply of materials and service		Yes	
3.1.3.2.2	Supply, installation and connection of material of energy meter including operation and maintenance		Yes	
3.1.3.2.3	Duties and deposits including statutory clearances for the above		Yes	
3.1.3.2.4	Demobilization of the facilities after completion of works		Yes	
3.1.3.3	Electricity for living accommodation of the bidder's staff, engineers, supervisors etc on the above lines		Yes	
3.1.4	WATER SUPPLY			
3.1.4.1	For construction purposes:			
3.1.4.1.1	Making the water available at single point	Yes		
3.1.4.1.2	Further distribution as per the requirement of work including supply of materials and execution		Yes	
3.1.4.2	Water supply for bidder's office, stores, canteen etc		Yes	
3.1.5	LIGHTING			

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Sl.No.	Description	Scope to be taken care by		Remarks
		BHEL	Bidder	
	PART I			
3.1.5.1	For construction work (supply of all the necessary materials) At office storage area At the preassembly area At the construction site /area		Yes	
3.1.5.2	For construction work (Execution of the lighting work / arrangements) At office storage area At the preassembly area At the construction site /area		Yes	
3.1.6	COMMUNICATION FACILITIES for site operations of the bidder	-		
3.1.6.1	Telephone, Fax, internet, intranet, email etc		Yes	

### 3.2 OPEN SPACE

- 3.2.1 Minimum Open space as made available by customer will be provided at free of charges to the contractor, for construction of temporary office shed, contractor's stores shed(s).
- 3.2.2 BHEL shall not provide to the contractor any residential accommodation to any of his staff and the contractor has to make his own arrangements. Contractor has to make his own arrangements for labour colony.
- 3.2.3 Location and area requirement for office / storage sheds / fabrication yard shall be discussed and mutually agreed to.

### 3.3 ELECTRICITY:

- 3.3.1 Electricity will be provided at single point free of cost to the Contractor. Further distribution shall be arranged by the contractor at his cost.
- 3.3.2 BHEL is not responsible for any loss or damage to the contractor's equipment as a result of variations in voltage / frequency or interruptions in power supply.
- 3.3.3 Any duty, deposit involved in getting the Electricity shall be borne by the bidder. As regards to contractor's office shed also, all such expenditure shall be borne by the contractor.
- 3.3.4 Contractor has to make his own arrangements for his electricity requirement for his labour colony at his cost.

### 3.4 CONSTRUCTION WATER

Water will be provided by BHEL at single point free of cost and contractor has to further distribution, if any.

### 3.5 DRINKING WATER

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

### 3.6 CONTRACTOR'S OBLIGATION ON COMPELTION

On completion of the work, all temporary buildings, structures, cables etc. shall be dismantled and leveled and debris shall be removed by the contractor at his cost. In the event of failure to do so, the expenditure towards clearance of the same will be recovered from the contractor. The decision of BHEL Engineer in this regard is final.

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# TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

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**The following minimum major Tools & Plants and MMEs shall be deployed by the contractor for execution of this contract with in the quoted rate:**

- 4.1 Necessary tools and tackles and crane spares should be made available by the bidder immediately to attend the break downs if any.
- 4.2 Necessary structural supports / stands that are required for resting booms etc., for booms extension and reduction and supervision / guidance for the above job are included in the scope of bidder.
- 4.3 All the consumables such as lubricants, spare parts etc., except fuel for operation of the crane has to be arranged by the bidder. The rate quoted for monthly hire charges shall be inclusive of such consumables, lubricants, spare parts etc. In case contractor fails to provide the required consumables in time, BHEL reserves the right to supply the same and deduct the cost from bidder's (Crane Hiring Contractor) bill with applicable overhead charges. For recording the hours of operation, vendor is required to maintain a separate register at site, which shall be certified by site engineer.

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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 List of T&Ps to be made available by BHEL to contractor free of hire charges on sharable basis.

- a. Only BHEL cranes as available at site will be provided free of hire charges including fuel and operator for unloading from trailer, Assembly, commissioning, dismantling and loading of the hired crane at site. In case BHEL is not able to provide operator for the aforesaid crane for whatsoever reason, it is the responsibility of the bidder to arrange operator at their own cost for safe unloading, dismantling and loading.
- b. For boom extension and reduction of the hired crane, assist crane available at site will be provided by BHEL free of charges with fuel and Operator.
- c. Fuel oil (HSD) for normal operation of the crane shall be provided by BHEL / BHEL's erection contractor after the services of the crane is accepted by BHEL after first load test till the service are being utilized by BHEL.

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# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-VI: Time Schedule

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### 6.1 CONTRACT PERIOD

The entire contract period shall comprise of Mobilization period, Hiring Period & demobilization period as mentioned below and shall be applicable exclusively for each package (Package-1 & Package-2).

#### 6.1.1 Commencement of Contract Period

The contract period for each package shall commence from the date of written intimation for deployment of crane from Site Construction Manager, 5x800 MW Yadadri TPP Site, Telangana, for the respective package.

#### 6.1.2 Initial mobilization and tentative schedule for deployment and commencement of Hiring period:

The deployment schedule of the cranes indicated below is tentative. Crane for each package shall be deployed and made operational (First successful load testing) at Site within thirty (30) Days from the written intimation for deployment of crane from Site Construction Manager, 5x800 MW Yadadri TPP Site, Telangana, for respective package.

#### 1.6.3 Commencement of Hiring period

The hiring period for each package shall commence from 1st successful load testing of the Crane with mutually agreed boom length at Project Site and acceptance by BHEL.

Sl. No.	PACKAGE	Description	Tentative Deployment Month / Year	Initial Hiring Period	Quantity
01	PACKAGE-1	250MT Capacity Hydraulic Crawler Crane with Luffing Jib	Jan 2022	13 Months	01 No.
02	PACKAGE-2	250MT Capacity Hydraulic Crawler Crane with Luffing Jib	Feb 2022	10 Months	01 No.

6.1.4 Similarly, the crane shall be demobilized from site within 15 days from the date of intimation by Site Construction Manager for demobilization.

6.1.5 In case of exigency site requirement, BHEL reserve the right to further extend the contract beyond initial hiring period, at the same terms and conditions of Tender with rate as per Clause 1.8.5 of the rate Schedule.

6.1.6 If the performance / services of the Contractor or the deployed crane are not to the satisfaction of BHEL, the contract is liable for termination without prior notice.

6.1.7 Foreclosure of Contract: BHEL reserves the right of foreclosing the Contract within the initial hiring period or extended hiring period with 15 days' advance notice without assigning reason and no payments will be made for the period of foreclosure (i.e. after the 15 days' notice period). Hiring charges of the crane, in such case shall be paid on pro rata basis of the monthly rate for the no. of days worked at site.

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# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-VII: Normal Working Hours

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- 7.1 The services of the crane with crane crew shall be made available to BHEL for round the clock operation (for duration of Twenty four hours per day). Every 12 hrs working period shall necessarily include one hour break.
- 7.2 However, regular working hours will be 12 hrs (including one hour break) on all the working days and 26 days per month excluding Sundays or Weekly holidays. Timings shall be fixed by site as per operational convenience.
- 7.3 Allotment of weekly and other holidays for crane crew is at the discretion of BHEL and will be decided by BHEL 5x800 MW Yadadri TPP Site, Telangana according to the requirements from time to time. Only holidays as declared by BHEL apart from weekly holidays have to be followed. This may have to be adjusted by crane operator and his crew to suit the requirement of site. If necessary, Operator with his crew shall be available for the operation of their crane round the clock at normal working days and holidays in exigency.
- 7.4 Holiday working and extended hour working shall be at the discretion of site in charge. Working beyond normal working hours of 12 hours and working on weekly / other holidays will be treated as overtime and the charges for the same shall be paid as per Clause No.11.1

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# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-VIII: Instructions to Rate Schedule

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- 8.1 Bidder shall quote the Total Price (A) for each package in the respective Rate Schedule format enclosed as VOLUME-II PRICE BID Rate Schedule-A / Rate Schedule-B. Bidder shall quote for any one package or both packages in the respective format. Price quoted in any other format/ manner will not be accepted.

Total Price A to be quoted by the bidder, separately for each package in respective Rate Schedule format, is inclusive of Operator cum Mechanic, helper, maintenance staff as required, all consumables such as lubricants, grease, filters and spares etc. (excluding fuel) based on the Normal working hours as mentioned under Chapter-VII of TCC including one-time Mobilization and De-mobilization charges together for the crane to & from site.

Based on the Total Price (A) quoted by the bidder Monthly Charges for initial hiring period and Mobilization and De-Mobilization Charges for each package are derived as per the formulas provided under Clause no. 8.2 & 8.3.

### 8.2 **For Package-1**

(a) Monthly Charges for initial hiring period:

Monthly Hiring Charges =  $(A \times 0.90) / (\text{Initial Hiring period in Months})$ .

(b) Mobilization and De-Mobilization Charges:

One-time Mobilization Charges =  $(A \times 0.05)$  and

One-time De-Mobilization Charges =  $(A \times 0.05)$

### 8.3 **For Package-2**

(a) Monthly Charges for initial hiring period:

Monthly Hiring Charges =  $(A \times 0.80) / (\text{Initial Hiring period in Months})$ .

(b) Mobilization and De-Mobilization Charges:

One-time Mobilization Charges =  $(A \times 0.10)$  and

One-time De-Mobilization Charges =  $(A \times 0.10)$

- 8.4 The price quoted shall be inclusive of operation (excluding fuel) and preventive as well as breakdown maintenance of the crane. The bidder shall deploy operator-cum-mechanic, Helper and Maintenance crew to ensure smooth operation and maintenance of the crane without affecting work. Overtime charges will be paid as specified at Clause No. 11.1, Specific Terms and Conditions and no other extra payment shall be made.
- 8.5 In case of exigency of site requirements, BHEL reserves the right to further extend the contract beyond contractual period. In case of extension period, if any, the Monthly Hire Charges will be paid as 90% of the monthly hire charges agreed for the initial hiring period and no changes will be made in mobilization & Demobilization charges.
- 8.6 Contractor shall fully understand equipment description and scope of work before quoting. The scope of work and responsibility of the contractor as mentioned under these specifications shall be covered within the quoted rates.
- 8.7 The tenderer shall quote the rates as per the rate schedule only, in part II price bid (Original). Conditional price bid or price bid with any deviation / clarification etc. are liable to be rejected. No cutting / erasing / over writing shall be done.

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# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-IX: TERMS OF PAYMENT

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### Terms of payment:

- 9.1 PVC, ORC, Secured Advance & Advance for Mobilization are not applicable for this tender.
- 9.2 Retention Amount as per clause 2.22 of GCC is Applicable for this Tender. Since Performance Guarantee of workmanship is not applicable for this tender, 100% of Retention amount along with Security Deposit shall be refunded along with Final Bill.
- 9.3 Payment of monthly agreed hire charges will be made once in a month at 5x800 MW Yadadri TPP Site, Telangana as certified by the BHEL Engineer-In-charge at site as per the terms and conditions.
- 9.4 Mobilization and demobilization charges shall be payable as per Clause No. 8.2 and 8.3. Payment of mobilization charges shall be made at 5x800 MW Yadadri TPP Site, Telangana on successful commissioning and load testing of the crane by the Tenderer as certified by the BHEL Engineer in charge.
- 9.5 Payment of demobilization charges shall be made at 5x800 MW Yadadri TPP Site, Telangana on receipt of written confirmation from site in charge of BHEL that crane has been dismantled and removed from site in all respects by the Tenderer.
- 9.6 Contractor has to make his own arrangement at his cost for completing the formalities, for bringing all their material, and equipment etc. at site or the execution of the work, including arrangement of Road Permits if any and as applicable under the relevant acts, etc.,

### Note:

RA bill payments as per Chapter-X of SCC (Volume IB). Refer Part-II, Chapter-1 of Technical Conditions of Contract (TCC) for Corrections & Revisions in GCC & SCC.

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# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-X: Taxes and other Duties

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### 10.1 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 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.

### 10.2 All taxes and duty other than GST & Cess:

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## Chapter-X: Taxes and other Duties

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The contractor shall pay all (save 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.

### 10.3 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.

### 10.4 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.

### 10.5 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-XI: SPECIFIC TERMS AND CONDITIONS

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### 11 SPECIFIC TERMS AND CONDITIONS

- 11.1 Working on weekly holidays and other holidays and extended hour working beyond Normal Working Hours shall be considered as overtime. For Contract period, it is payable pro rata at 25% of the monthly accepted crane hiring charges and for extended period of hiring shall be worked out pro rata at 25% of accepted monthly hire charges at the time of extension.
- 11.2 Calculation for hourly rate for Holiday working and extended hour working within Contract Period of hiring =  
$$\frac{\text{Monthly hire charges for initial hiring period} \times 0.25}{26 \text{ days} \times 12}$$
- 11.3 Calculation for Holiday working and extended hour working for extended period of hiring beyond the Contract Period =  
$$\frac{\text{Monthly hire charges for extended period (Agreed monthly hire charges for initial hiring period} \times 0.9) \times 0.25}{26 \text{ days} \times 12}$$
- 11.4 Regular/Breakdown Maintenance Period of One day per Month shall be permitted. The same shall be decided in consultation with BHEL Engineer. Bidder shall carry out preventive maintenance beyond normal working hours or as per schedule agreed with BHEL Engineer.
- 11.5 The Accepted rate, shall remain firm throughout the contract period.
- 11.6 In case of exigency of site requirements, BHEL reserves the right to further extend the contract beyond contractual period. However monthly hire charges for the extended period shall be 90% of the monthly hire charges agreed for the initial hiring period.
- 11.7 Deleted.
- 11.8 The accepted rate shall be inclusive of maintenance and operation of the crane. The bidder should provide one mechanic cum Operator and helper as required for operation and maintenance of their cranes at site without affecting the work.
- 11.9 No Advance payment will be made by BHEL for this contract.
- 11.10 The crane to be offered should be in good working condition as on date of opening of Technical bid and Bidders to submit a self-declaration in their letter head for the same. The physical inspection of crane at its present location will be carried out by BHEL if required.
- 11.11 The deployed crane should give trouble free operation without affecting the erection work.
- 11.12 The bidder must maintain and operate crane regularly at site with their manpower. Breakdown/repair should be immediately attended by the bidder. The bidder shall maintain a log book giving full operation, routine/ preventive maintenance and break down details and obtain signature of Engineer in charge of site on a daily basis or as per the site procedure. Original log sheets shall be submitted to BHEL at the end of every month and before submission of monthly bills at site.
- 11.13 The cost of any repair arising during the operation should be borne by the bidder.
- 11.14 Necessary tools and tackles and crane spares should be made available by the bidder immediately to attend the break downs at their cost.
- 11.15 In case of absence of operator, the bidder should make an alternative arrangement for the continuation of work to meet the erection requirement of site.
- 11.16 Shifting of crane within the same site from one location to other location and time period required for extending and reducing the booms shall be considered as within the hiring period.

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## Chapter-XI: SPECIFIC TERMS AND CONDITIONS

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- 11.17 Other than Boom configuration change mentioned in Clause No. 1.2.1, Man power required for boom extension and reduction of the hired crane shall be provided free of cost by BHEL/BHEL's sub-contractor.
- 11.18 Bidder shall arrange the entry gate pass for their crew for which necessary documents will be forwarded by BHEL.
- 11.19 Crane operators deployed under this contract should possess valid license for crane operation. Necessary documents are to be submitted at site while deploying the operator.
- 11.20 Bidder shall be required to take Comprehensive Insurance Policy for the crane with Third Party Liability cover as well as adequate Insurance for Bidder's Crew before deployment of the crane at site. If due to negligence and of non-observation of safety and other precautions, any accident/injury occurs to any other persons/public/property, the bidder shall have to pay necessary compensation and other expenses, if so decided by the appropriate authorities/Statutory Authority.
- 11.21 Any loss or damage to BHEL or customer's property due to negligence of the crew employed by the bidder is attributable to the bidder.

### 11.22 PERFORMANCE OF THE VENDOR

Performance of the vendor shall be measured as per attached as Format-3 and Format-4. Performance of the vendor shall be measured as per attached Annexure. Reports shall be received from site against each job and the same shall be communicated to the vendor. In case the performance of the contractor is not satisfactory (i.e. below 60%), BHEL reserves the right to initiate suitable action against the contractor which may lead to suspension/termination/banning and delisting in accordance with procedure in vogue.

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## Chapter-XI: SPECIFIC TERMS AND CONDITIONS

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### EVALUATION OF VENDOR PERFORMANCE

NAME OF PROJECT / SITE:

NAME OF THE VENDOR:

ORDER REFERENCE:

PERFORMANCE FEEDBACK YEAR/QUARTER:

SI No.	CRITERIA	MAX SCORE	WEIGHTAGE	SCORE OBTAINED	WEIGHTED SCORE
1	MANPOWER	10	2.5	25	
2	QUALITY	20	3	60	
3	OTHERS	10	1.5	15	
TOTAL WEIGHTED SCORE (OUT OF 100)					
LESS: Score for Accidents attributable to Contractor during the reporting period (Major @ 3, Minor @1)					
Major Accidents – Fatal, Permanent Disability, Major damage to Equipment					
Minor Accidents – All Others					
Net Weighted Score (out of 100)					
Overall Performance Evaluation			Good / Satisfactory / Unsatisfactory		
Net Weighted Score					
80% and above			Good		
Between 60% to 80%			Satisfactory		
60% and Below			Unsatisfactory		

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# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-XI: SPECIFIC TERMS AND CONDITIONS

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### VENDOR PERFORMANCE FEEDBACK

NAME OF PROJECT / SITE:

NAME OF THE VENDOR:

ORDER REFERENCE:

PERFORMANCE FEEDBACK YEAR/QUARTER:

SI No.	Details	PERFORMANCE FEEDBACK				
		5	4	3	2	1
01	<b>MANPOWER</b>					
1.1	Deployed Crew Skill					
1.2	Job Co-ordination Skill					
2	<b>QUALITY</b>					
2.1	Crane Performance					
2.2	Attending to Breakdowns					
2.3	Response to Site Requirement					
2.4	Work as per Customer Satisfaction					
3	<b>OTHERS</b>					
3.1	Behavioural Aspect					
3.2	Responsiveness to statutory regulations and compliance level					

(Signature of Site Engineer)

(Signature of Construction Manager)

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### FORMAT – DETAILS OF OFFERED CRANE

Packag e	SI No .	Descriptio n of owned Crane (Model)	Mak e	Capacit y	Crane Year of Manufacturi ng	Current Status of Deployme nt	Current Locatio n of Crane	Percentag e of Work Comple d (If applicabl e)	Proposed date of release from Current deployme nt
Packag e-1									
Packag e-2									

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# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-XII: PENALTY

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### **12 Penalty:**

- 12.1 If the crane could not be utilized due to any failure of the crane, over and above the regular/Breakdown maintenance period of one day per month, the proportional amount towards Crane Hire charges, for the total hours taken for making the crane operational shall not be paid.
- 12.2 If the non-availability of the crane extends beyond one week after regular maintenance period, then additionally Penalty will be charged @ rate of 10% of the Daily Hire Charges, for every day of non-availability (including intervening Sundays and holidays), limited to 10% of the Awarded Contract Value or Executed Contract value, whichever is higher.
- 12.3 In case of total failure of the crane at site, the contractor should substitute a similar crane within 4 weeks which will be treated as idle period and no hire charges shall be paid for this period. Failing which, BHEL may engage a suitable crane at the Risk and Cost of the Contractor as per Clause 2.7 of GCC. The decision of BHEL in this regard shall be final and binding on the contractor.

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