

TENDER SPECIFICATION

YTPS: SCT: 202205-101

“Dismantling of One (01 No.) Closed storage Shed at Kothagudem and Three (03 Nos.) Closed Storage Shed at Neyveli, Transportation of the Shed from Kothagudem and from Neyveli to Yadadri and Re-erection of the Four (04 Nos.) Shed on Existing Foundation at Yadadri - Reg”

VOLUME – I



BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)
Power Sector – Southern Region

BHEL Site Office
5x800MW Yadadri TPS
Damarcherla (M), Nalgonda (D)
PIN – 508355
Telangana

2022

Volume-I: 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	TENDER NUMBER	YTPS: SCT: 202205-101	
ii	BROAD SCOPE OF JOB	<i>Dismantling of One (01 No.) Closed storage Shed at Kothagudem and Three (03 Nos.) Closed Storage Shed at Neyveli, Transportation of the Shed from Kothagudem and from Neyveli to Yadadri and Re-erection of the Four (04 Nos.) Shed on Existing Foundation at Yadadri</i>	
iii	DETAILS OF TENDER DOCUMENT		
a	Volume-IA	<i>Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Procedures, Terms of payment, etc.</i>	Applicable
b	Volume-IB	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	<i>Price Schedule (Absolute value).</i>	Applicable
iv	ISSUE OF TENDER DOCUMENTS	<i>Tender documents will be available for downloading from BHEL website (www.bhel.com) as per schedule below:</i> Start – 09/05/2022, Time – 16:00 Hrs Closes - 23/05/2022, Time - 14:30 Hrs	Applicable

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

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India
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NOTICE INVITING TENDER

Tender Specification No. - YTPS: SCT: 202205-101

Page 4 of 60

		Brief information of the tenders shall also be available at central public procurement portal. (https://eprocure.gov.in/epublish/app)	
v	DUE DATE & TIME OF OFFER SUBMISSION	Date - 23/05/2022, Time - 15:00Hrs Bid shall be submitted (By Post or Person) in the Tender Box available at following Address: Finance Department – BHEL 5x800 MW Yadadri TPS Damarcherla (M), Nalgonda (D) – 508355 (Telangana) or through E-mail at tender.yadadri@bhel.in	Applicable
vi	OPENING OF TENDER	Date - 23/05/2022, Time - 15:30Hrs Notes: 1. In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day. 2. Bidder may depute representative to witness the opening of tender.	Applicable
vii	EMD AMOUNT	Rs. 2,06,680/- (Rs. Two Lakh Six Thousand Six Hundred Eighty Only).	Applicable
viii	COST OF TENDER	Free	Not Applicable
ix	LAST DATE FOR SEEKING CLARIFICATION	Date - 19/05/2022, Time - 17:00 Hrs Clarification requirement will be sent to the officer inviting tender.	Applicable
x	SCHEDULE OF Pre Bid Discussion (PBD)	Date - _/_/_2022, Time - _:_:_ Hrs onwards	Not Applicable
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)		Not Applicable
xii	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc. to Tender Specifications will be hosted in BHEL webpage (www.bhel.com → Tender Notifications → View Corrigendums) & Central Public Procurement portal (https://eprocure.gov.in/epublish/app). Bidders to keep themselves updated with all such information.	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

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NOTICE INVITING TENDER

offer. **Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form in the techno-commercial offer other than the Price Bid shall not be entertained.**

3.0 Not used.

4.0 Unless specifically stated otherwise, bidder shall deposit EMD as per clause 1.9 of General Conditions of Contract.

For Electronic Fund Transfer the details are as below:-

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

b) Bank Particulars

- Bank Name :- State Bank of India
- 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 attached in the E-mail and originals, as applicable, shall be sent to the officer inviting tender within a reasonable time, failing which the offer is liable to be rejected.

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

Documents Comprising in the Tender:

The tender shall be submitted through E-mail having attachment less than 20MB (In case, attachment is more than 20MB, 2 or 3 or so on 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.) EXCEPT EMD (in physical form) as mentioned below:

I. Technical Tender (UN priced Tender):

All Technical details (e.g. Eligibility Criteria requested (as mentioned below)) should be attached in E-mail. 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.

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NOTICE INVITING TENDER

Tender Specification No. - YTPS: SCT: 202205-101

Page 6 of 60

- (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 warrant 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):** Tender to be submitted to Officer inviting Tender, as detailed below:

- PART-I consisting of 'PART-I A (Techno Commercial Bid)' & 'PART-I B (EMD)' in two separate sealed and 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):**

Sl. No.	Description	Remarks
	Part-I	
	ENVELOPE – I super-scribed as: PART-I (TECHNO COMMERCIAL BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING:-	
i.	Covering letter/Offer forwarding letter of Tenderer.	
ii.	Duly filled-in 'No Deviation Certificate' as per prescribed format to be placed after document under sl no (i) above. Note: a. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be placed after document under sl no (i) above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained. b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding. i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender	
iii.	Supporting documents/ annexure/ schedules/ drawing etc. as required in line with Pre-Qualification criteria. It shall be specifically noted that all documents as per above shall be indexed properly and credential certificates issued by clients shall distinctly bear the name of organization, contact ph. no, FAX no, etc.	

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NOTICE INVITING TENDER

Tender Specification No. - YTPS: SCT: 202205-101

Page 7 of 60

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

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

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

	OUTER COVER	
	<u>ENVELOPE-IV</u> (MAIN ENVELOPE / OUTER ENVELOPE) superscribed as: TECHNO-COMMERCIAL BID & PRICE BID & EMD TENDER NO: NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION:	

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NOTICE INVITING TENDER

Tender Specification No. - YTPS: SCT: 202205-101

Page 8 of 60

	CONTAINING THE FOLLOWING:	
i	- o Envelopes I - o Envelopes II - o Envelopes III	

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

- 7.0 Deviation with respect to tender clauses and additional clauses/suggestions in Techno-commercial bid / Price bid shall NOT be considered by BHEL. Bidders are requested to positively comply with the same.
- 8.0 BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).
- 9.0 **Not used for this tender.**
- 10.0 Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc. before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.
- 11.0 For any clarification on the tender document, the bidder may seek the same in writing or through e-mail, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
- 12.0 **Not used for this tender.**
- 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 have deemed to be in compliance with tender including PBD.
- 15.0 **Not used for this tender.**
- 16.0 The Bidder has to satisfy the Pre-Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre-Qualification Criteria specified in this NIT as per Annexure-I (as applicable), past performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under HOLD.
- 17.0 In case BHEL decides on a 'Public Opening', the date & time of opening of the sealed PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one authorized representative to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful/Disqualified bidders under intimation to the respective bidders.
- 18.0 Validity of the offer shall be for **three months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.

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NOTICE INVITING TENDER

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

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 on “**supplier registration page**”.

- 28.0 The offers of the bidders who are on the banned/ hold list and also the offer of the bidders, who engage the services of the banned/ hold firms, shall be rejected. The list of banned/ hold firms is available on BHEL 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

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NOTICE INVITING TENDER

cartel so as to influence the bidding process or influence the prices or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extent guidelines of the company available on www.bhel.com and / or under applicable legal provisions.

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

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

31.0 PREFERENCE TO MAKE IN INDIA:

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

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

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

Explanation

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NOTICE INVITING TENDER

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements.
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person has ownership of or entitlement to more than fifteen percent of the property or capital or profits of the such association or body of individuals.
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
- Note:
- (i) The bidder shall provide undertaking for their compliance to this Clause, in the **Format provided in Annexure-11.**
 - (ii) Registration of the bidder with Competent Authority should be valid at the time of submission as well as acceptance of the bids.
- 32.0 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.
- 35.0 Order of Precedence:

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NOTICE INVITING TENDER

Tender Specification No. - YTPS: SCT: 202205-101

Page 12 of 60

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

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

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

for BHARAT HEAVY ELECTRICALS LTD
(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.

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

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NOTICE INVITING TENDER

Tender Specification No. - YTPS: SCT: 202205-101

Page 13 of 60

ANNEXURE – 1

PRE-QUALIFYING REQUIREMENTS (PQR)

JOB	Dismantling of One (01 No.) Closed storage Shed at Kothagudem and Three (03 Nos.) Closed Storage Shed at Neyveli, Transportation of the Shed from Kothagudem and from Neyveli to Yadadri and Re-erection of the Four (04 Nos.) Shed on Existing Foundation at Yadadri
TENDER NO	

SL NO	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Name and Description of qualifying criteria	Page no of supporting document. Bidder must fill up this column as per applicability
A	Submission of Integrity Pact duly signed (if applicable) (Note: To be submitted by Prime Bidder & Consortium/Technical Tie up partner jointly in case Consortium bidding is permitted, otherwise by the sole bidder)	Not Applicable	
B	<u>Technical</u> B.1: Bidder should have executed Civil / Structural / Shed Works for any one of the following in the last seven years from latest date of bid submission. B.1.1: One (1) work of value not less than Rs. 82.67 Lakh. Or B.1.2: Two (2) works each of value not less than Rs. 51.67 Lakh. Or B.1.3: Three (3) works each of value not less than Rs. 41.33 Lakhs.	Applicable	
C-1	<u>Financial</u> <u>TURNOVER</u> Bidder must have achieved an average annual financial turnover (Audited) of Rs. 31,00,200/- (Rs. Thirty One Lakh Two Hundred 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 & 2019-20 or 2018-19, 2019-20 & 2020-21)	Applicable	

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NOTICE INVITING TENDER

Tender Specification No. - YTPS: SCT: 202205-101

Page **14** of **60**

C-2	NETWORTH (only in case of Companies) Net worth of the Bidder based on the latest Audited Accounts as furnished for 'C-1' above should be positive.	Applicable	
C-3	PROFIT 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.	Applicable	
C-4	Bidder must not be under Insolvency Resolution Process or Liquidation or Bankruptcy Code Proceedings (IBC) as on date, by NCLT or any adjudicating authority/authorities, which will render him ineligible for participation in this tender, and shall submit undertaking (Annexure-8) to this effect.	Applicable	
D	Assessment of Capacity of Bidder to execute the work as per sl. no. 9 of NIT (if applicable)	Not Applicable	By BHEL
E	Approval of Customer (if applicable) Note: Names of bidders (including consortium/Technical Tie up partners in case consortium bidding is permitted) who stand qualified after compliance of criteria A to D shall be forwarded to customer for their approval.	Not Applicable	BY BHEL
F	Price Bid Opening Note: 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	
<u>Explanatory Notes for the PQR (unless otherwise specified in the PQR):</u> - For evaluation of PQR, in case of bidder alone does not meet the pre-qualifying technical criteria B.1 above, bidder may utilize the experience of its parent / subsidiary company along with its own experience, subject to following: - The parent company shall have a controlling stack of $\geq 50\%$ in the subsidiary company (as per Format-1). - The Parent Company/ Subsidiary Company of which experience is being utilized for bidding shall submit Security Deposit (SD) equivalent to 1% of the total contract value. - The parent/subsidiary company and bidder shall provide an undertaking that they are jointly or severally responsible for successful performance of the contract (as per Format-2). - In case bidder is submitting bid as a consortium partner, option of utilizing experience of parent / subsidiary company can be availed by prime bidder only. - Parent Company/Subsidiary Company of which experience is being used for bidding, cannot participate as a 'Standalone Bidder'. "Completion date for achievement of the technical criteria should be in the last seven 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 e.g. - Work completed on 01.01.2014 shall be considered even if the latest date of bid submission is 20.03.2021)". '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. Not Applicable. - Consortium is not permitted for this tender. However, after successful execution of one work with a consortium partner under direct orders of BHEL, the Prime Bidder shall be eligible for becoming a 'standalone' bidder for works similar to that for which consortium partner was engaged, for subsequent tenders.			

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NOTICE INVITING TENDER

Tender Specification No. - YTPS: SCT: 202205-101

Page 15 of 60

6. Wherever the credential submitted for satisfying the Technical PQR is from direct order of BHEL, bidders to ensure that relevant certificate issued by respective contracting department of BHEL is provided as part of the offer. Certificates can be obtained from BHEL by submitting request through online portal i.e. <https://siddhi.bhel.in>.

Evaluation of financial PQR:

7. 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.
8. 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.
9. 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.
10. 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).
11. C-3: - PROFIT: shall be NET profit (PBT) earned during any one of the three financial years as in C-1 above.

Explanatory Notes for QR 'B1'

- For QR 'B1' above, actual executed value shall be considered.
- For QR 'B1' above, Value of work is to be updated with indices for "All India Avg. Consumer Price index for industrial workers" and "Monthly Whole Sale Price Index for All Commodities" with base month as per last month of work execution and indexed up to three (3) months prior to the month of latest due date of bid submission as per following formula-

$$P = \left\{ R + 0.425 \times R \times \frac{(X_N - X_O)}{X_O} + 0.425 \times R \times \frac{(Y_N - Y_O)}{Y_O} \right\}$$

Where;

P = Updated value of work

R = Value of executed work

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

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

Y_N = Monthly Whole Sale Price Index for All Commodities for three months prior to the month of latest due date of bid submission (e.g. If latest bid submission date is 02-Mar-17, then bid submission month shall be reckoned as March'17 and index for Dec'2016 shall be considered).

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

- Relevant documents, meeting above requirements at C & D, shall be submitted by bidders.
- The evaluation currency for this tender shall be INR.

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

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

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NOTICE INVITING TENDER

Tender Specification No. - YTPS: SCT: 202205-101

Page 16 of 60

Format-1

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

To,

.....

.....

Dear Sir,

Sub: Bid for NIT No dated..... for “.....” (name of the tender).

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

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

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

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NOTICE INVITING TENDER

Tender Specification No. - YTPS: SCT: 202205-101

Page 17 of 60

Format-2

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

From,
Name:
Full Address:

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

To,
.....
.....

Dear Sir,

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

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

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

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

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

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

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

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

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NOTICE INVITING TENDER

Tender Specification No. - YTPS: SCT: 202205-101

Page 18 of 60

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 (☐) whichever applicable:- ONE TIME EMD / ONLY FOR THIS TENDER	
5	Validity of Offer	TO BE VALID FOR THREE MONTHS FROM DUE DATE	
		APPLICABILITY (BY BHEL)	ENCLOSED BY BIDDER
6	Whether the format for compliance with PRE QUALIFICATION CRITERIA (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	Not Applicable	YES / NO
11	Offer Forwarding Letter (as per Form-F01 of Forms & Procedure)	Applicable	YES / NO

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NOTICE INVITING TENDER

Tender Specification No. - YTPS: SCT: 202205-101

Page 19 of 60

12	Declaration by Authorized Signatory (as per Form-F02 of Forms & Procedure)	Applicable	YES / NO
13	No Deviation Certificate (as per Form-F03 of Forms & Procedure)	Applicable	YES / NO
14	Declaration confirming knowledge about Site Conditions (as per Form-F04 of Forms & Procedure)	Applicable	YES / NO
15	Declaration for relation in BHEL (as per Form-F05 of Forms & Procedure)	Applicable	YES / NO
16	Non-Disclosure Certificate (as per Form-F06 of Forms & Procedure)	Applicable	YES / NO
17	Bank Account Details for E-Payment (as per Form-F07 of Forms & Procedure)	Applicable	YES / NO
18	Capacity Evaluation of Bidder for current Tender	Not Applicable	YES / NO
19	Tie Ups/Consortium Agreement are submitted as per format	Not Applicable	YES / NO
20	Power of Attorney for Submission of Tender/ Signing Contract Agreement (as per Form-F25 of Forms & Procedure)	Applicable	YES / NO
21	Analysis of Unit rates	Not Applicable	YES / NO
22	Undertaking as per clause C4 of Annexure-1 to NIT i.e. PQR (as per Annexure-8 to NIT)	Applicable	YES / NO
23	Declaration regarding Minimum Local Content In Line With Revised Public Procurement (Preference To Make In India), Order 2017 Dated 04th June, 2020) And Subsequent Order(s) (as per Annexure-10 to NIT)	Applicable	YES / NO
24	Declaration Regarding Compliance to Restrictions Under Rule 144 (xi) of GFR 2017 (as per Annexure-11 to NIT)	Applicable	YES / NO

NOTE:

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

**DATE :
SIGNATORY**

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

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NOTICE INVITING TENDER

Tender Specification No. - YTPS: SCT: 202205-101

Page 20 of 60

ANNEXURE – 3

Certificate by Chartered Accountant on letter head

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

Not applicable to this tender.

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NOTICE INVITING TENDER

Tender Specification No. - YTPS: SCT: 202205-101

Page 21 of 60

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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NOTICE INVITING TENDER

Tender Specification No. - YTPS: SCT: 202205-101

Page 22 of 60

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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NOTICE INVITING TENDER

Tender Specification No. - YTPS: SCT: 202205-101

Page 23 of 60

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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NOTICE INVITING TENDER

Tender Specification No. - YTPS: SCT: 202205-101

Page 24 of 60

ANNEXURE – 7

INTEGRITY PACT

Not applicable for this tender.

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NOTICE INVITING TENDER

Tender Specification No. - YTPS: SCT: 202205-101

Page 25 of 60

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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NOTICE INVITING TENDER

Tender Specification No. - YTPS: SCT: 202205-101

Page 26 of 60

ANNEXURE – 9

DECLARATION

Date: _____

To: _____
Address: BHEL, _____

email: _____

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

Dear Sir/ Madam,

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

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

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

Regards,

(_____)

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

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NOTICE INVITING TENDER

Tender Specification No. - YTPS: SCT: 202205-101

Page 27 of 60

Annexure 10

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

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

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

Dear Sir,

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

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

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

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

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

Thanking you,
Yours faithfully,

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

**** - Strike out whichever is not applicable.**

Note:

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

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NOTICE INVITING TENDER

Tender Specification No. - YTPS: SCT: 202205-101

Page 28 of 60

Annexure 11

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

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

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

Dear Sir,

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

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

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

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

Thanking you,
Yours faithfully,

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

Note:

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

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2022

Volume-IA: TECHNICAL CONDITIONS OF CONTRACT

Bharat Heavy Electricals
Limited



TECHNICAL CONDITIONS OF CONTRACT (TCC)

Tender Specification No. - YTPS: SCT: 202205-101

Page 30 of 60

1.1 Project Information:

Receiving Site:

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

Sparing Site-1 (For One Closed Storage Shed):

Sl. No.	Description	Details
1	Project Title	1x800 MW Kothagudem Thermal Power Station
2	Customer	Telangana State Power Generation Corporation Limited (TSGENCO)
3	Location	Adjacent to the existing D colony of Kothagudem Thermal Power Station, at Kothagudem
4	Nearest Railway Station	Bhadrachalam Road (Known as Bhadradi Kothagudem)
5	Nearest Airport	Vijayawada (approx. 180Kms)

Sparing Site-2 (For Three Closed Storage Shed):

Sl. No.	Description	Details
1	Project Title	2x500 MW Neyveli New TPP
2	Customer	Neyveli Lignite Corporation India Ltd.
3	Location	200 kms south of Chennai and 50 kms south-west of Cuddalore
4	Nearest Railway Station	Neyveli
5	Nearest Airport	Chennai, at a distance of 200 km

1.2 Scope of Work:

Dismantling of Closed Storage Shed at sparing sites (excluding foundation), transportation and receipt at receiving site, cleaning the materials, painting, supply of additional materials as required to re-erect the closed storage shed and Handing over excluding execution of civil foundation.

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Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India
Website: www.bhel.com

TECHNICAL CONDITIONS OF CONTRACT (TCC)

- 1.2.1 The existing Four (04 Nos.) 60m x 15m closed shed is to be dismantled at the Sparing Site (One at Kothagudem and Three at Neyveli), transported and re-erected as a 60m x15m closed shed at the receiving site.
- 1.2.2 The closed storage shed must be dismantled in such a manner that all the materials are in re erectable condition. The condition of materials shall be verified and certified by BHEL engineer at the dismantling site before loading. Based on the certification, the conditions shall be cross checked at the receiving site by BHEL engineer.
- 1.2.3 Any damage of material during transit of materials shall be the responsibility of the bidder and shall be replaced at no extra charges.
- 1.2.4 After dismantling, the debris must be disposed at locations nearby the site office as per instruction of BHEL engineer.
- 1.2.5 All fasteners, accessories, electrical wiring, fittings, appliances must be removed very cautiously so that they can be re used again.
- 1.2.6 The dismantled closed shed must be packed, loaded at the Sparing Site, transported and unloaded at the Receiving Site.
- 1.2.7 The foundation and PCC flooring works for the shed is EXCLUDED from the scope of the contractor.
- 1.2.8 The entire closed shed along with store in charge room, electrical fittings etc. must be re-erected at the receiving site. Materials like fasteners and accessories, electrical fittings, wiring & cabling etc. which are found to be damaged/non-usable shall be supplied by the bidder. Bidder shall visit site and quote a lump sum rate for the supply of these items under relevant category in the rate schedule.
- 1.2.9 All materials additionally supplied by the bidder shall confirm to relevant IS standards. The supporting documents shall be provided to BHEL engineer upon his instructions.
- 1.2.10 Construction of brickwork up to the height of 600mm all-round the shed including plaster and painting.
- 1.2.11 Additional painting wherever required (structural steel, cladding sheet, etc.) as per instructions of BHEL engineer is within bidder's scope. No separate payment shall be made for the same.
- 1.2.12 All excess materials shall be handed over to BHEL and stacked/disposed as per instructions of BHEL engineer in earmarked area/yard which might be within a radius of 3-4 km from site office.
- 1.2.13 Bidders may take note of the following points while sending their offers:
 - i) The materials received from dismantling and transportation of the closed storage shed from sparing site shall be checked for the quality for re-use, shall be cleaned and repaired to the extent possible as per the instruction of BHEL engineer in charge. Further, the additionally required materials to complete the erection of closed storage shed as per the specifications & drawings, shall be supplied by the contractor within the quoted price.
 - ii) The quoted prices shall include transit freight, handling at site, assembly and erection.
 - iii) Quoted Price shall be inclusive of all the above.

1.3 Salient Information about each closed storage shed:

- 1.3.1 This information is only indicative to provide a broad outlook of the existing closed storage shed.
- 1.3.2 Size of existing Closed Shed – 15M c/c X 60M c/c X 6.0 M (approximate)
- 1.3.3 Size of proposed Closed Shed – 15M c/c X 60M c/c X 6.0 M (approximate)
- 1.3.4 Clear Height of closed Shed (between FFL & Bottom of truss/ Structural Member) – 6.0M
- 1.3.5 Columns shall be spanning – 6.0M c/c long span & 5.0M c/c short span.
- 1.3.6 All the works of sheds are of pressed steel sections and all side cladding/ roof sheets shall be fitted in such a way that they can be removed at any point of time.

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Thoraipakkam, Chennai-600097

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India
Website: www.bhel.com

TECHNICAL CONDITIONS OF CONTRACT (TCC)

- 1.3.7 Sliding doors- Manual type with provision for lock and key (4.65 M Width x 5 M Height) is provided at front entrance of each covered shed at center location. Suitable arrangement shall be made for easy operation of gates (gear operated).
- 1.3.8 One man-entry gate is provided at one side of each shed (front entrance by the side of sliding door).
- 1.3.9 HDPE/UPVC Rain Water Down Pipe to be provided with suitable gutters all around.

1.4 Salient Information about erection procedure:

- 1.4.1 All fabrication and erection of structures must be executed according to the specification and drawings. Erection of trusses is true to line and level and aligned properly, as per drawing and instruction of Engineer In-charge. The roof truss must have bolted joints at crown and at both ends.
- 1.4.2 Structural/ steel members will have 2 coats of Zinc Chromate primer minimum 25 micron DFT at shop and 25 micron DFT after erection followed by 2 coats of synthetic enamel paint (if not pre-coated)- minimum 25 micron (DFT) of each coat of approved make and shade to achieve an even shade over steel sections already having primer coats and keeping overall DFT with primer not less than 110 microns.
- 1.4.3 All materials, additionally supplied for structural steel works have to be supplied by the contractor and necessary test certificates of the materials procured for this work must be submitted for scrutiny.
- 1.4.4 All accessories like G.I. bolts, EPDM washers and nuts complete required for the work must be from reputed manufacturer. All bolts, nuts (IS 4759) shall be galvanised (hot dip) min. 270gm/m². Galvanised spring/ plain washer shall be as per IS 1573.
- 1.4.5 Since these are detachable sheds & to be in repetitive use at other locations, proper marking (permanent) shall be made for identification to ease re-erection.
- 1.4.6 Cladding: Roof and Side Cladding Galvalume Sheet confirming to ASTM A 792 of thickness 0.47mm with zinc coating not less than 150gm/Sq.m (both side mass) of 550Mpa (min) of approved make. Translucent (Poly Carbonate) sheet of approved make are provided for alternative bays on roofs (10% of the roof sheeting area). Both roof and side cladding are to be made "Water Tight. ". Purlins for wall & roof cladding shall be 'z' shape made-up with pressed steel.
- 1.4.7 Structural steel and Roof and Side Cladding with Galvalume Sheets, dismantled and diverted from the sparing site shall be checked for the re-use, properly cleaned out of rust and necessary painting shall be carried out as per above specification, drawings and relevant IS standards. **No separate payment shall be made for additional painting works.**
- 1.4.8 BHEL Logo-1 no shall be painted in front of the entrance just above the sliding door.
- 1.4.9 Ventilators 900 mm (W) x 600 mm (H) – are provided at a height of 4.5m from FFL, made of suitable Aluminium section.
- 1.4.10 Suitable long span shelf system is provided throughout the length of both opposite longitudinal spans of closed sheds. It should have two shelves(wood) with one shorter top & one wider middle rack at height of 600mm from floor adding to a total height of 1200mm. The shelves shall be design to withstand SKU loading (not less than 125 Kg/Sq.M) with suitable angle section. The width of top shelf shall be of 600mm & intermediate/middle shelf is 750mm.

1.5 Salient Information about electrical works:

- 1.5.1 All electrical works including wiring shall be dismantled from the existing shed such that they can be re-used. Items over and above this shall be supplied and erected by the bidder as per requirement. A lump sum rate shall be quoted for the same under relevant category in the rate schedule.
- 1.5.2 Supply & installation of electrical items are to be carried out strictly as per specification and executed through licensed electricians.
- 1.5.3 A closed storage shed typically consists of the following electrical fittings and appliances,

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Thoraipakkam, Chennai-600097

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India
Website: www.bhel.com

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Tender Specification No. - YTPS: SCT: 202205-101

Page 33 of 60

- (i) Main switch (30A TPN), ELCB, wires, conduit, tees, bends, clamps, JBs, Switch boards, earthing wires etc. for 18 nos. Medium Bay LED luminaries of 90 watt with fittings.
- (ii) Main wiring points - 2.5 Sq mm copper wire. Light, Fan & 5A points - 1.5 Sq mm copper wire. 15/20 A points - 2.5 Sq mm copper wire.
- (iii) Outside the shed 1nos LED lamp at the entrance.
- (iv) Exhaust Fans 2 nos of size 600mm of suitable capacity on both sides on the gable ends
- (v) 4 Nos. of 24/25 W LED floodlight and fittings to be installed at each corner of storage shed.
- (vi) Outdoor Light distribution Board for outside lights at outside of the shed.

1.6 Preferable Make / Brands for Various Items to be Installed:

Given below is only an indicative list, new supplies shall be purchased from any leading manufacturer, confirming to IS standards as approved by BHEL site engineer.

ITEM	MANUFACTURER
Cladding/Roof Sheeting & Structural	JSW/ Tata Blue scope/SAIL
LT ACB	L&T/TM/SIEMENS/GEC ALSTOM/ GE POWER CONTROLS / SCHNEIDER / C&S / SPACEAGE HYUNDAI
Fuse Switch Unit	ALSTOM / SIEMENS / L&T / CGL / STANDARDS / HAVELS / SCHNEIDER / C&S / GE POWER
MCB	STANDARD / MDS / INDO KOPP / C&S / SIEMENS/ ABB/HAVELLS
MCCB	STANDARD / MDS / INDO KOPP / C&S / SIEMENS / ABB/HAVELLS
HRC Fuses	SIEMENS / L & T / ALSTOM / S & S / STANDARD / INDO ASIAN / HAVELS / VERSATRIP / BUSMAN / GE POWER
Control switches	SIEMENS / ALSTOM / L & T / KAYCEE
Indicating lamps (LEDs)	SIEMENS / L & T / ALSTOM / TM / BINAY / TECKNIC / VAISHNO
Lighting Fittings	PHILIPS / BAJAJ / CROMPTON / CEMA / GE /HAVELLS/ MYSORE LAMPS equivalent
Switch Socket outlet	ALSTOM / CGL / BEST & CROMPTON / ESSEN
Piano switch	ANCHOR / ELLORA / MAK ELECTRIC / ALSTOM
LT Power & Control Cables	FORT GLOSTER / ASIAN CABLES / CCI / UNIVERSAL/ NICCO / DELTON CABLES / FINOLEX / INDUSTRIAL CABLES / CMI / OMEGA / RADIANT CABLES / POLYCAB / KEI/GOVIND / BRIMSON / PREMIER / PARAMOUNT PLAZA
Terminal Blocks	ESSEN / CONNECT WELL / ELMEX / PHOENIX / WAGO

1.7 Drawing and other enclosures:

Following drawings are enclosed strictly for the guidance of the Bidders:

- Closed storage shed (Typical) - 5 sheets
- Storage Rack (Typical) - 1 sheet

1.8 Facilities in the scope of contractor / BHEL (Scope Matrix):

1.8.1 Open Space:

- (i) To establish a temporary site office and storage area at the job site, minimum open space will be provided free of charges as made available by customer.

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Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India
Website: www.bhel.com

TECHNICAL CONDITIONS OF CONTRACT (TCC)

- (ii) Location and area requirement for office / storage sheds shall be discussed and mutually agreed to after award of work at site. Construction of necessary stores and storage of materials shall be in contractor's scope. Security of stores & work place shall be in Contractor's scope.
- (iii) BHEL shall not provide to the contractor any residential accommodation to any of his staff and labourer and the contractor has to make his own arrangements at his cost.

1.8.2 Water:

Contractor has to make his own arrangements for all water requirement for executing the scope of works and for his labour accommodation at his cost. The Contractor shall make his own arrangement for further necessary distribution of the above at his cost.

1.8.3 Electricity:

- (i) The contractor shall make his own arrangement for all the electricity requirement for execution of his scope of work, including his labour hutment.
- (ii) The Contractor shall make his own arrangement for further necessary distribution of the above, at his cost.
- (iii) Any duty, deposit involved in getting the Electricity shall be borne by the bidder.
- (iv) 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.

1.8.4 Material Supply:

- (i) All additional items required to be supplied for complete readiness of Closed Storage shed as explained elsewhere in the tender is within the bidder's scope.
- (ii) All materials / consumables to be arranged by the contractor for dismantling, re-erection and conversion as part of the scope within the quoted rate / price.
- (iii) Vendor shall visit site and quote a lump sum rate for the supply of these items.
- (iv) All materials additionally supplied by the bidder shall confirm to relevant IS standards. The supporting documents shall be provided to BHEL engineer upon his instructions.

1.8.5 Consumables:

- (i) All consumables, like gas, electrodes, chemicals, lubricants etc. required for the scope of work, shall be arranged by the contractor at his cost unless otherwise specifically mentioned in the contract.
- (ii) In the event of failure of contractor to bring necessary and sufficient consumables, BHEL may arrange for the same at the risk and cost of the contractor. The entire cost towards this along-with overhead shall be paid by the contractor or deducted from the contractor's bills.

1.8.6 Lighting Facility:

Adequate lighting facilities such as flood lamps, hand lamps and area lighting shall be arranged by the contractor at the site of construction, and contractor's material storage area etc. at his cost.

1.8.7 Contractor's obligation on completion:

On completion of work, all the temporary buildings, structures, pipe lines, cables etc. shall be dismantled and levelled and debris shall be removed as per instructions of BHEL by the contractor at his cost. In the event of his 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.

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

- 1.9.1 All the tools & plants/vehicles and MMEs required for this scope of work are to be arranged by the contractor within the quoted rates. Necessary accessories for the tools & plants shall also be provided by the contractor.

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

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India
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TECHNICAL CONDITIONS OF CONTRACT (TCC)

- 1.9.2 Contractor shall deploy all necessary T&P to meet the schedules & as prescribed by BHEL engineer and required for completion of work in time without any delay.

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

BHEL shall not provide any T&Ps and MMEs for this scope of work. In case if the contractor fails to provide T&P and other equipment's, BHEL will arrange for the same and the cost will be recovered from the contractor's bill with BHEL overheads as applicable.

1.11 Time Schedule:

1.11.1 Contract Period:

The contract period of the scope of work shall be **Eight (08) Months** from the date of commencement of work.

S. No.	Description	Days (from date of commencement of work)
1	Dismantling of 1 No. Closed Storage shed at Kothagudem	30
2	Transportation from Kothagudem to Yadadri site	40
3	Re-erection of Closed Storage shed including procurement of required additional materials	70
4	Completion of Electrical work and handing over	90
5	Dismantling of 1 st Closed Storage shed at Neyveli	50
6	Dismantling of 2 nd & 3 rd Closed Storage shed at Neyveli.	150
7	Transportation of 1 st Shed from Neyveli to Yadadri site	60
8	Transportation of 2 nd & 3 rd Shed from Neyveli to Yadadri site	180
9	Re-erection of 1 st Shed including procurement of required additional materials	90
10	Re-erection of 2 nd & 3 rd Shed including procurement of required additional materials	180
11	Completion of Electrical work and handing over of 1 st Shed	110
12	Completion of Electrical work and handing over of 2 nd & 3 rd Shed	240

Note: The above schedule is tentative and may vary as per BHEL's requirement. Bidders are requested to submit Resource deployment plan, Area wise with detail program in line with above schedule or modified schedule as desired by BHEL in the form of Bar Chart/ MS project.

1.11.2 Date of commencement of work:

The date of commencement of contract period shall be the mutually agreed date between the bidder and BHEL site engineer to start the work. In case of discrepancy, the decision of BHEL site engineer is final.

1.11.3 Guarantee Period:

The guarantee period shall be 12 months for the quality of materials supplied by the bidder and also for the workmanship in case of erection works covered under the scope of the contract. The guarantee period shall commence from the date of completion of the entire work as certified by BHEL Engineer.

1.12 Terms of Payment:

- 1.12.1 **Progressive Payment / Final Payment:** The progressive payment against monthly running bills will be released on accepted rate / price of contract value on as mentioned below:

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Thoraipakkam, Chennai-600097

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Website: www.bhel.com

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Tender Specification No. - YTPS: SCT: 202205-101

Page 36 of 60

S No	Item no. in Rate schedule	Description
1	A1 & B1	75% of payment for item A1, A2, B1 & B2 in the Rate Schedule will be released after completion of dismantling, transportation and receipt of materials at Yadadri site and certification by BHEL Site Engineer.
2	A2 & B2	Balance 25% of payment for item A1, A2, B1 & B2 in the Rate Schedule will be released after completion of erection works of each shed in totality & on completion of material reconciliation and certification by BHEL Site Engineer.
3	A3 & B3	75% of payment towards item nos. A3 in the rate schedule is payable after completion of supply of additional items as required. Balance 25% payment for item A3 & B3 will be released after completion of the entire works of each shed in totality and on completion of material reconciliation and certification by BHEL Site Engineer.
4	A4 & B4	50% of payment towards item nos. A4 & B4 in the rate schedule is payable after completion of erection of side cladding works, roof cladding, ventilators/windows and certification by BHEL site engineer. Balance 50% payment for item A4 & B4 will be released after completion of the entire works of each shed in totality and on completion of material reconciliation and certification by BHEL Site Engineer

1.12.2 The payments for works under the scope of this contract shall be as per clause no 2.6 of Volume-IC, General Conditions of Contract.

1.12.3 The payment for monthly running bills will normally be released within 30 days of submission of running bill complete in all respects with all documents. It is the responsibility of the contractor to make his own arrangements for making timely payments towards labour wages, statutory payments, outstanding dues etc. and other dues in the meanwhile.

1.12.4 The bills and relevant documents shall be submitted at the following address for payment.

General Manager/Yadadri
Bharat Heavy Electricals Limited
5x800 MW Yadadri TPS Project Site
Power Sector-Southern Region
Village - Veerlapalem, Mandal - Damarcherla,
District - Nalgonda
Telangana- 508 355
GST Number: 36AAACB4146P1ZG

1.13 Taxes and other Duties

1.13.1 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:

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Thoraipakkam, Chennai-600097

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India
Website: www.bhel.com

TECHNICAL CONDITIONS OF CONTRACT (TCC)

BHEL GSTN - 36AAACB4146P1ZG
NAME - BHARAT HEAVY ELECTRICALS LIMITED
ADDRESS:
BHEL SITE OFFICE, YADADRI THERMAL POWER
STATION (5X800 MW), VEERLAPALEM VILLAGE
DAMERACHERLA MANDAL
NALGONDA DISTRICT - 508355

- GST charged in the tax invoice/debit note/revised tax invoice by the contractor shall be released separately to the contractor only after contractor files the outward supply details in GSTR-1 on GSTN portal and input tax credit of such invoice is matched with corresponding details of outward supply of the contractor and has paid the GST at the time of filing the monthly return.
- In case BHEL has to incur any liability (like interest / penalty etc.) due to denial/reversal / delay of input tax credit in respect of the invoice submitted by the contractor, for the reasons attributable to the contractor, the same shall be recovered from the contractor.
- Further, in case BHEL is deprived of the Input tax credit due to any reason attributable to contractor, the same shall not be paid or Recovered if already paid to the contractor.
- Tax invoice/debit Note/revised tax invoice shall contain all such particulars as prescribed in GST law and comply to the timelines for issue of the same. Invoices shall be submitted on time to the concerned BHEL Engineer In Charge.
- TDS under GST (if/ as & when applicable) shall be deducted at prevailing rates on gross invoice value from the running bills.
- E-way bills / Transit passes / Road Permits, if required for materials / T&P etc., bought into the project site is to be arranged by the Contractor only.
- BHEL shall not reimburse any amounts towards any interest / penalty etc., incurred by contractor. Any additional claim at a later date due to issues such as wrong rates / wrong classification by contractor shall not be paid by BHEL.
- Bidder Shall submit E-Invoice as per the GST Rules, if E-Invoicing has been enabled against their GSTIN No. Otherwise a Declaration may be submitted along with Invoice certifying that E-Invoicing is not enabled against their GSTIN No.
- Bidder shall note that if the service which they are going to provide to BHEL is covered under RCM, then BHEL shall discharge the liability on RCM basis and no GST Payment will be released to the Bidder in any circumstances.

1.13.2 All taxes and duty other than GST & Cess:

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

1.13.3 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.

1.13.4 New Taxes/Levies:

In case Government imposes any new levy / tax after submission of bid during the tenure of the contract,

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Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India
Website: www.bhel.com

TECHNICAL CONDITIONS OF CONTRACT (TCC)

BHEL shall reimburse the same at actual on submission of documentary proof of payment subject to the satisfaction of BHEL that such new levy / tax is applicable to this contract.

1.13.5 Direct Tax:

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

1.14 Bill of Quantity:

Broad breakup of items covered in the Rate Schedule.

Rate schedule item no. A1 - Dismantling of Closed storage shed majorly includes the following works:

- i. Dismantling of store shed in complete – columns, roof & wall cladding sheets, electrical and mechanical accessories including Store-in-charge room.
- ii. Dismantling of ventilators, lightings, doors, windows, gutters, false ceiling etc.
- iii. Shed to be dismantled completely.

Rate schedule item no. A2 - Loading, Packing of Closed shed at sparing site, transportation & unloading at receiving site (including transit insurance).

Rate schedule item no. A3 - Supply of additional items required for complete readiness of the shed. Supply of accessories under this category majorly includes:

- i. Ventilators, Mid bay LED luminaries with fittings, Sliding door, Galvalume sheet, Structural sheet
- ii. Bolts, nuts, washers, clamps, fasteners etc.
- iii. Rainwater gutters and other piping materials & accessories.
- iv. Electrical cables, fittings, earthing materials, etc.
- v. Additional item required for repairing of sliding gates and ventilators.

All other mechanical and electrical items required for re-erection.

Rate schedule item no. A4 – Re-erection of shed majorly includes the following works:

- i. Re-erection of shed in complete – columns, wall and roof cladding sheets, all electrical & mechanical accessories including Store-in-charge room.
- ii. Re-erection of ventilators, lightings, doors, windows, all electrical & mechanical accessories etc.
- iii. Re-erection of rainwater gutters, piping, etc.
- iv. Shed to be re-erected completely by grouting with cement mortar for the base plate.

Note:

1. LUMPSUM UNIT RATE shall include all related items though they are not explicitly mentioned here but are required for completion of the work.
2. Tenderers are requested to affix their company seal and authorized signature in all pages.
3. Bidders shall only quote 'Total Amount' in the format given in the price bid. Any other entry elsewhere in the price bid shall be treated as Null and Void. Quoting of rates in any other form/formats will not be entertained.
4. The above mentioned 'Total amount' is for the entire Bill of Quantity (BOQ) given in the Price Bid.
5. BHEL has pre-fixed the weightages for the amount of individual items of Bill of Quantity with respect to the 'Total Amount' in the Price Bid.

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

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TECHNICAL CONDITIONS OF CONTRACT (TCC)

6. Based on the pre-fixed weightages, the amount for the individual items of the Bill of Quantity shall be arrived at. This amount shall be rounded off to the nearest rupee.
7. Based on the quantities of individual item and the amount arrived in Sl. No. 6 above, unit rate of individual items shall be derived. This unit rate shall be rounded off to two decimal places.

1.15 General:

- 1.15.1 E way Bills to be arranged by contractor whenever required.
- 1.15.2 All works shall be carried out in proper workmen like manner. Items of works covered by the following specification shall be carried out as per the best practices and according to the direction of the Engineer In-charge / BHEL, Site Engineer and to his satisfaction. Unless otherwise specified in this section or in the description of item, the cost of stage of works mentioned here under shall be deemed to have been included in the rates of items provided in the schedule.
- 1.15.3 Bidders may take note of the following points while sending their offers:
 - (i) The quoted prices shall include transit freight (for materials supplied new), handling at site, assembly and erection.
 - (ii) Bidders are requested to visit both –Sparing and Receiving sites to see the site condition, prevailing local laws etc. No claim shall be entertained to lack of knowledge of site condition.
 - (iii) The materials and workmanship must be of good quality and accepted standards and specifications. The site engineer reserves the right to reject any material not up to the specification. All taxes, levies and duties on construction materials will be on bidder's account. After completion of work, the building and areas around them should be cleared of all rubbish, debris etc. and handed over in fit condition for occupation.
- 1.15.4 Scope of work covered under this specification requires quality workmanship, engineering and construction management. The contractor shall ensure timely completion of work. The contractor shall have adequate tools, measuring instruments, etc. in his possession. He shall also have adequate trained, qualified and experienced engineers, supervisory staff and skilled personnel. The manpower deployment identified by contractor shall match with above scope of works.
- 1.15.5 It is not the intent to specify herein all details of material. Any item related this work not covered by this but necessary to complete the system will be deemed to have been included in the scope of the work.
- 1.15.6 Site testing wherever required shall be carried out for all items / materials installed by the contractor to ensure proper installation and functioning in accordance with drawings, specifications and manufacturer's recommendations.
- 1.15.7 The work shall be executed under the usual conditions without affecting the plant construction and in conjunction with other operations and contracting agencies at site. The contractor and his personnel shall co-operate with the personnel of other agencies, co-ordinate his work with others and proceed in a manner that shall not delay or hinder the progress of work as a whole.
- 1.15.8 The Contractor may have to execute work in such a place and condition where other agencies also will be under such circumstances. The contractor shall co-operate with other contractors and agencies so that various activities can be carried out simultaneously in order to achieve an early completion.
- 1.15.9 All the work shall be carried out as per instructions of BHEL engineer. BHEL engineer's decision regarding the correctness of the work and method of working shall be final and binding on the contractor.
- 1.15.10 The contractor will be responsible for the safe custody and proper accounting of all materials in connection with the work.
- 1.15.11 The contractor must obtain the signature and permission of the security personnel of the customer for bringing any of their materials inside the site premises. Without the Entry Gate Pass these materials will not be allowed to be taken outside.
- 1.15.12 Contractor shall retain all T&Ps, Material handling equipment, etc. at site as per advice of BHEL engineer

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Thoraipakkam, Chennai-600097

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India
Website: www.bhel.com

TECHNICAL CONDITIONS OF CONTRACT (TCC)

and same shall be taken out from site only after getting the clearances from Engineer in charge.

- 1.15.13 The contractor at his cost shall arrange necessary security measures for adequate protection of his machinery, equipment, tools, materials etc. BHEL shall not be responsible for any loss or damage to the contractor's construction equipment and materials. The contractor may consult the Engineer-in-Charge on the arrangements made for general site security for protection of his machinery equipment tools etc.
- 1.15.14 Any wrong erection shall be removed and re-erected promptly to comply with the design requirements to the satisfaction of Site Engineer.
- 1.15.15 Contractor has to work in close co-ordination with other erection agency at site. BHEL engineer will co-ordinate area clearance. In a project of such magnitude, it is possible that the area clearance may be less / more at a particular given time. Activities and erection program have to be planned in such a way that the milestones are achieved as per schedule/ plans. Contractor shall arrange & augment the resources accordingly.
- 1.15.16 Contractor shall remove all scrap materials periodically generated from his working area in and around power station and collect the same at one place earmarked for the same. Failure to collect the scrap is likely to lead to accidents and as such BHEL reserves the right to collect and remove the scrap at contractor's risk and cost if there is any failure on the part of contractor in this respect. All the package materials, including special transporting frames, etc. shall be returned to the BHEL stores by the contractor.
- 1.15.17 The contractor is strictly prohibited from using BHEL's regular components like angles, channels, beams, plates, pipe / tubes, and handrails etc. for any temporary supporting or scaffolding works. Contractor shall arrange himself all such materials. In case of such misuse of BHEL materials, a sum as determined by BHEL engineer will be recovered from the contractor's bill. The decision of BHEL engineer is final and binding on the contractor.
- 1.15.18 No member of the already erected structure / platform, pipes, grills, platform, other component and auxiliaries should be cut without specific approval of BHEL engineer.
- 1.15.19 Crane operators deployed by the contractor shall be tested by BHEL before he is allowed to operate the cranes.
- 1.15.20 On Completion of work, all the temporary buildings, structures, pipe lines, cable etc. shall be dismantled and leveled and debris shall be removed as per instruction of BHEL by the contractor at his cost. In the event of his 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.
- 1.15.21 It is the responsibility of the contractor to do the alignment, checking, etc. if necessary, repeatedly to satisfy BHEL Engineer with all the necessary tools and tackles, manpower etc. without any extra cost. Also the contractor should ensure that the alignment is not disturbed afterwards.
- 1.15.22 The contractor shall ensure that his premises are always kept clean and tidy to the extent possible. Any untidiness noted on the part of the contractor shall be brought to the attention of the contractor's site representative who shall take immediate action to clean the surroundings to the satisfaction of the Engineer-in-Charge.

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

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India
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TECHNICAL CONDITIONS OF CONTRACT (TCC)

Correction / Revision of Special Conditions of Contract, General Conditions of Contract and Forms & Procedures

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 on "supplier registration page" at the following link: 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. Bidder to strictly follow all the necessary guidelines issued by Customer, District Magistrate, State Government and Central government to control Covid-19 outbreak.
4. The following Clauses of Special Conditions of Contract shall not be applicable for this Contract.
 - (a) Obligations of Contractor – Clause No. 4.1.2, 4.1.4, 4.1.9 & 4.1.10
5. The following Clauses of General Conditions of Contract shall not be applicable for this Contract.
 - (a) Overrun Compensation - Clause No. 2.12
 - (b) Interest bearing Recoverable advance - Clause No. 2.13
 - (c) Quantity Variation - Clause No. 2.14
 - (d) Price variation Compensation - Clause No. 2.17
6. Earnest Money Deposit – Clause No. 1.9 of GCC: The following clause is added;
Refer Pro-forma of Bank Guarantee (in lieu of Earnest Money Deposit) provided herein.
7. Security Deposit (SD) – Clause No. 1.10: The following clause is added;
"1.10.8 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."
8. Execution Plan, Progress Monitoring, Monthly Review and Performance Evaluation – Clause No. 2.9 of GCC is revised as under:
 - 2.9.1. A tentative plan/ programme for completion of the contractual scope of work as per the time schedule given in the contract shall be made jointly by BHEL and Contractor, before commencement of work. The above programme shall be supported by month wise deployment of resources viz Manpower, T&P, Consumables, etc. Progress will be reviewed periodically (Daily/Weekly/Monthly) vis-à-vis this jointly agreed programme. Subsequently, every month, quarterly rolling plan will be made by BHEL based on budgeted targets.

Monthly plan in F-14 format shall be drawn from this Quarterly plan. Monthly plan shall necessarily include activities required for achieving targets/ milestones unless inputs/ fronts are not available. While planning and arriving on asking rate all available inputs shall be taken into consideration.

Vendor will be required to execute the monthly plan in that month in addition to make full efforts to minimize the cumulative shortfall attributable to him up to the month. BHEL may require monthly work plan up to one and half times of average monthly value and demand matching manpower.

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Thoraipakkam, Chennai-600097

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India
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TECHNICAL CONDITIONS OF CONTRACT (TCC)

Where, Average Monthly Value = Total Contract Value (as per latest revision) / Period of Contract (in months) provided, this requirement is reflected in the rolling quarterly plan two months in advance.

If the Contractor refuses to sign the F-14 format, those F-14 formats requiring Contractor's signature shall be deemed to have been signed and accepted by the Contractor, if communicated to the Contractor through email or any other mode as stated in clause 2.3.1 of GCC.

The Contractor shall submit periodical progress reports (Daily/Weekly/Monthly) and other reports/information including manpower, consumables, T&P mobilization etc. as desired by BHEL.

- 2.9.2. Monthly progress review between BHEL and Contractor shall be based on the agreed programme as above, availability of inputs/fronts etc., and constraints if any, as per prescribed formats (i.e. Form F-14). Manpower, T&P and consumable reports as per prescribed formats shall be submitted by contractor every month. Release of RA Bills shall be contingent upon certification by BHEL Site Engineer of the availability of the above prescribed formats duly filled in and signed.
- 2.9.3. The burden of proof that the causes leading to any shortfall is not due to any reasons attributable to the contractor is on the contractor himself. The monthly progress review shall record shortfalls attributable to (i) Contractor, (ii) Force Majeure Conditions, and (iii) BHEL.
- 2.9.4. Performance of the Contractor shall be assessed as per prescribed formats and shall form the basis for 'Assessment of Capacity of Bidder' for Tenders where the Contractor is a bidder. BHEL reserves the right to revise the evaluation formats during the course of execution of the works.
9. Extension of Time for Completion – Clause No. 2.11 is revised as under:
- 2.11.1. If the completion of work as detailed in the scope of work gets delayed beyond the contract period, the contractor shall request for an extension of the contract and BHEL at its discretion may extend the Contract.
- 2.11.2. Based on the F-14 formats, the works balance at the end of original contract period less the backlog attributable to the contractor shall be quantified, and the number of months of 'Time extension' required for completion of the same shall be jointly worked out. Within this period of 'Time extension', the contractor is bound to complete the portion of backlog attributable to the contractor. Any further 'Time extension' or 'Time extensions' at the end of the previous extension shall be worked out similarly.
- 2.11.3. However, if any 'Time extension' is granted to the contractor to facilitate continuation of work and completion of contract, due to backlog attributable to the contractor alone, then it shall be without prejudice to the rights of BHEL to impose penalty/LD for the delays attributable to the contractor, in addition to any other actions BHEL may wish to take at the risk and cost of contractor.
- 2.11.4. Planning, progress monitoring, monthly review and performance monitoring shall be carried out as per Clause 2.9 of GCC.
10. Retention Amount – Clause No. 2.22 of GCC is revised as under:
- 2.22.1. Retention Amount shall be 5% of executed contract value and shall be recovered at the rate of 5% from each Running Bill admitted, including PVC Bills. Alternatively, BG, in line with clause 1.12 of GCC, equivalent to 5% of Contract Value against Retention Amount can also be submitted before payment of first RA Bill. The validity of the said BG shall be initially for the contract period & shall be extended, if so required, up to acceptance of final bill. In case of increase in contract value, additional BG for 5% of differential amount shall be submitted by Contractor before

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Thoraipakkam, Chennai-600097

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India
Website: www.bhel.com

TECHNICAL CONDITIONS OF CONTRACT (TCC)

payment of next RA Bill due. In case, contractor opts cash deduction from RA bills in the beginning & subsequently offers to submit BG later on, then refund of deducted retention amount may be permitted against submission of equivalent BG only once during the contract period.

2.22.2. Refund of retention amount shall be as follows:

100% of Retention Amount/ BG against Retention Amount shall be released along with Final Bill after deduction all expenses/ other amounts due to BHEL under the contract/ other contracts entered into with them (contractor) by BHEL.

11. Existing format for BANK GUARANTEE FOR SECURITY DEPOSIT, as available in Form No. F11 (Rev 00) of Volume ID Forms and procedures stands deleted. Refer Pro-forma of Bank Guarantee (in lieu of Security Deposit) is provided herein.
12. Existing format on Monthly Plan & Review with Contractors, as available in Form No F-14 of Volume ID Forms and procedure stands Deleted. Form No.- F-14 (Rev 01) is enclosed.
13. Existing format on Monthly Performance Evaluation of Contractor, as available in Form No F-15 of Volume ID Forms and procedure stands Deleted. Form No.- F-15 (Rev 03) is enclosed.
14. Procedure 2.3 that forms the part of Forms and Procedures is provided herein.
15. 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.
16. **OCCUPATIONAL HEALTH, SAFETY & ENVIRONMENT MANAGEMENT/ QUALITY ASSURANCE PROGRAMME:**

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"

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:

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.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Tender Specification No. - YTPS: SCT: 202205-101

Page 44 of 60

PROFORMA OF BANK GUARANTEE (in lieu of EARNEST MONEY DEPOSIT)

(On non-Judicial paper of appropriate value)

Bank Guarantee No.....

Date.....

To

(Employer's Name and Address)

.....

Dear Sirs,

In accordance with the terms and conditions of Invitation for Bids / Notice Inviting Tender No.....1 (Tender Conditions), M/s.2 having its registered office at3 (hereinafter referred to as the 'Tenderer'), is submitting its bid for the work of.....4 invited by Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at BHEL House, Siri Fort, Asiad, New Delhi – 110049 and unit at Bharat Heavy Electricals Limited, Power Sector Southern Region, Tek Towers, No.11, Old Mahabalipuram Road, Okkiyam Thoraipakkam, Chennai – 600097 through its project site at BHEL Site Office - 5x800 MW Yadadri TPS, Damarcherla (M), Nalgonda (D) – 508355, Telangana.

The Tender Conditions provide that the Tenderer shall pay a sum of Rs5 as Earnest Money Deposit in the form therein mentioned. The form of payment of Earnest Money Deposit includes Bank Guarantee executed by a Scheduled Bank.

In lieu of the stipulations contained in the aforesaid Tender Conditions that an irrevocable and unconditional Bank Guarantee against Earnest Money Deposit for an amount of6 is required to be submitted by the Tenderer as a condition precedent for participation in the said Tender and the Tenderer having approached us for giving the said Guarantee,

we, the (Name & address of the Bank)
..... having our Head Office at
..... (hereinafter referred to as the Bank) being the Guarantor under this Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer without any demur, merely on your first demand any sum or sums of Rs.....6 (in words Rupees.....) without any reservation, protest, and recourse and without the beneficiary needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.6.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Tenderer in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment hereunder and the Tenderer shall have no claim against us for making such payment.

We Bank further agree that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender or to extend the time of submission of from time to time or to postpone for any time or from time to

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Thoraipakkam, Chennai-600097

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India
Website: www.bhel.com

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Tender Specification No. - YTPS: SCT: 202205-101

Page 45 of 60

time any of the powers exercisable by the Employer against the said Tenderer and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Tenderer or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Tenderer or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Tenderer and notwithstanding any security or other guarantee that the Employer may have in relation to the Tenderer's liabilities.

This Guarantee shall be irrevocable and shall remain in force up to and including.....7 and shall be extended from time to time for such period as may be desired by the Employer. This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Tenderer but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms hereof. However, unless a demand or claim under this Guarantee is made on us in writing on or before the8 we shall be discharged from all liabilities under this Guarantee.

We, Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....6
- b) This Guarantee shall be valid up to7
- c) Unless the Bank is served a written claim or demand on or before8 all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of

(Name of the Bank)

(Signature of Authorised signatory)

Date.....

Place of Issue.....

1. Details of the Invitation to Bid/Notice Inviting Tender (Tender Ref. No. Eg. - BHEL PSSR SCT XXXX)
2. Name of Tenderer
3. REGISTERED Office Address of the Tenderer
4. Details of the Work i.e Tender Description
5. EMD Amount as mentioned in Notice Inviting Tender
6. BG Amount in words and Figures (BG Amount shall be Minimum of EMD amount less Rs. 2 Lakhs)
7. Validity Date
8. Date of Expiry of Claim Period (Claim Period shall be minimum of 3 Months after the validity date of Bank Guarantee.

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

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India
Website: www.bhel.com

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Tender Specification No. - YTPS: SCT: 202205-101

Page 46 of 60

PROFORMA OF BANK GUARANTEE (in lieu of SECURITY DEPOSIT)

(On non-Judicial paper of appropriate value)

Bank Guarantee No.....

Date.....

To

(Employer's Name and Address)

.....

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at BHEL House, Siri Fort, Asiad, New Delhi – 110049 and unit at Bharat Heavy Electricals Limited, Power Sector Southern Region, Tek Towers, No.11, Old Mahabalipuram Road, Okkiyam Thoraipakkam, Chennai – 600097 through its project site at BHEL Site Office - 5x800 MW Yadadri TPS, Damarcherla (M), Nalgonda (D) – 508355, Telangana having agreed to exempt _____ 1 (Name of the Vendor / Contractor / Supplier) with its registered office at _____ 2 (hereinafter called the said "Contractor" which term includes supplier), from demand under the terms and conditions of the Contract arising vide Letter of Intent (LOI) reference No. _____ dated _____ 3 valued at Rs. _____ 4 (Rupees _____ only) 4 (hereinafter called the said Contract), of Security Deposit for the due fulfilment by the said Contractor of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for Rs. _____ 5 (Rupees _____ only),

We, the _____ (Name & address of the Bank) _____ having our Head Office at _____ (hereinafter referred to as the Bank), at the request of _____ [Contractor(s)], being the Guarantor under this Guarantee, do hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer, an amount not exceeding Rs. _____ without any demur, immediately on demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

Any such demand made on the bank, shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ 5.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this guarantee shall be a valid discharge of our liability for payment hereunder and the Contractor(s) shall have no claim against us for making such payment.

We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied & the Employer certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) or acceptance of the final bill or discharge of this guarantee by the Employer, whichever is earlier. This guarantee shall initially remain in force upto and including _____ 6 and shall be extended from time to time for such period as may Page 2 of 3 be desired by the Employer. Unless a demand or claim under

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

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India
Website: www.bhel.com

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Tender Specification No. - YTPS: SCT: 202205-101

Page 47 of 60

this guarantee is made on us in writing on or before the _____ 7, we shall be discharged from all the liability under this guarantee thereafter.

We, _____ (indicate the name of the Bank) further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

We, BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed..... 5
- b) This Guarantee shall be valid up to6
- c) Unless the Bank is served a written claim or demand on or before _____ 7 all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, _____ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

Date _____ Day of _____

for _____ (indicate the name of the Bank)

(Signature of Authorised signatory)

1. NAME OF VENDOR /CONTRACTOR / SUPPLIER
2. REGISTERED OFFICE ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.
3. LETTER OF INTENT(LOI) REFERENCE NO. WITH DATE
4. CONTRACT VALUE (AS MENTIONED IN LOI)
5. BG AMOUNT IN FIGURES AND WORDS
6. VALIDITY DATE
7. DATE OF EXPIRY OF CLAIM PERIOD (CLAIM PERIOD SHALL BE MINIMUM OF 3 MONTHS AFTER VALIDITY DATE)

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

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India
Website: www.bhel.com

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Note:

1. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.
2. In Case of Bank Guarantees submitted by Foreign Vendors
 - a. From Nationalized/ Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India) can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
 - b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor Country's Bank)
 - b.1. In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by any of the Consortium Banks only will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
 - b.2. In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at sl.no. b.1 will required to be followed.
 - b.3. The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time).

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

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India
Website: www.bhel.com

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Tender Specification No. - YTPS: SCT: 202205-101

Page 49 of 60

PROFORMA OF BANK GUARANTEE (in lieu of RETENTION AMOUNT)

(On non-Judicial paper of appropriate value)

Bank Guarantee No.

Date

To

(Employer's Name and Address)

.....

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at BHEL House, Siri Fort, Asiad, New Delhi 110049 and unit at Bharat Heavy Electricals Limited, Power Sector Southern Region, Tek Towers, No.11, Old Mahabalipuram Road, Okkiyam Thoraipakkam, Chennai – 600097 through its project site at BHEL Site Office - 5x800 MW Yadadri TPS, Damarcherla (M), Nalgonda (D) – 508355, Telangana having agreed to exempt _____ 1 (Name of the Vendor / Contractor / Supplier) with its registered office at _____ 2 (hereinafter includes Supplier), from demand under the terms and conditions of the Contract reference No. _____ dated _____ 3 valued at Rs _____ 4 (Rupees _____) 4 (hereinafter called the said Contract), of Retention Amount for the due fulfilment by the said Contractor of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for Rs _____ 5 (Rupees _____ only),

We _____ (indicate the name and address of the Bank) having its Head Office at _____ (address of the Head Office) (hereinafter referred to as the Bank), at the request of _____ [Contractor(s)], being the Guarantor under this Guarantee, do hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer, an amount not exceeding Rs _____ without any demur, immediately on demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

Any such demand made on the bank, shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs _____.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this guarantee shall be a valid discharge of our liability for payment hereunder and the Contractor(s) shall have no claim against us for making such payment.

We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied & the Employer certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) or acceptance of the final bill or discharge of this guarantee by the Employer, whichever is earlier. This guarantee shall initially remain in force upto and including _____ 6 and shall be extended from time to time for such period as may be desired by the Employer. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ 7, we shall be discharged from all the liability under this guarantee thereafter.

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

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India
Website: www.bhel.com

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Tender Specification No. - YTPS: SCT: 202205-101

Page 50 of 60

We, _____ (indicate the name of the Bank) further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

We, _____ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed _____ 5
- b) This Guarantee shall be valid up to _____ 6
- c) Unless the Bank is served a written claim or demand on or before _____ 7 all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, _____ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

Date _____ Day of _____

for _____ (indicate the name of the Bank)

(Signature of Authorized signatory)

1. NAME OF THE VENDOR /CONTRACTOR / SUPPLIER.
2. ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.
3. DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE
4. CONTRACT VALUE
5. BG AMOUNT IN FIGURES AND WORDS
6. VALIDITY DATE 7 DATE OF EXPIRY OF CLAIM PERIOD

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

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India
Website: www.bhel.com

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Note:

1. Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.
2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.
3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Deptt.
4. In Case of Bank Guarantees submitted by Foreign Vendors
 - a. From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India) can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
 - b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor Country's Bank)
 - b.1. In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by any of the Consortium Banks only will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
 - b.2. In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at sl.no. b.1 will required to be followed.
 - b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). The BG Format provided to them should clearly specify the same.

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Thoraipakkam, Chennai-600097

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India
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Procedure-2.3

PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS

1. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided herein:
2. The party desirous of resorting to Conciliation shall send an invitation/notice in writing to the other party to conciliate specifying all points of Disputes with details of the amount claimed. The party concerned shall not raise any new issue thereafter. Parties shall also not claim any interest on claims/counterclaims from the date of notice invoking Conciliation till the conclusion of the Conciliation proceedings. If BHEL is to initiate Conciliation, then, the invitation to Conciliate shall be extended to the concerned Stakeholder in Format 7 hereto. Where the stakeholder is to initiate the Conciliation, the notice for initiation of Conciliation shall be sent in Format-8 hereto.
3. The party receiving the invitation/notice for Conciliation shall within 30 days of receipt of the notice of Conciliation intimate its consent for Conciliation along with its counter-claims, if any.
4. The Conciliation in a matter involving claim or counter-claim (whichever is higher) up to Rs 5 crores shall be carried out by sole Conciliator nominated by BHEL while in a matter involving claim or counter-claim (whichever is higher) of more than Rs 5 crores Conciliation shall be carried out by 3 Conciliators nominated by BHEL. The appointment of Conciliator(s) shall be completed and communicated by the concerned Department/Group of BHEL Unit/Division/Region/Business Group to the other party and the Conciliator(s) within 30 days from the date of acceptance of the invitation to conciliate by the concerned party in the Format-9. The details of the Claim, and counter-claim, if any, shall be intimated to the Conciliator(s) simultaneously in Format-5.
5. The Parties shall be represented by only their duly authorized in-house executives/officers and neither Party shall be represented by a Lawyer.
6. The first meeting of the IEC shall be convened by the IEC by sending appropriate communication/notice to both the parties as soon as possible but not later than 30 days from the date of his/their appointment. The hearings in the Conciliation proceeding shall ordinarily be concluded within two (2) months and, in exceptional cases where parties have expressed willingness to settle the matter or there exists possibility of settlement in the matter, the proceedings may be extended by the IEC by a maximum of further 2 months with the consent of the Parties subject to cogent reasons being recorded in writing.
7. The IEC shall thereafter formulate recommendations for settlement of the Disputes supported by reasons at the earliest but in any case within 15 days from the date of conclusion of the last hearing. The recommendations so formulated along with the reasons shall be furnished by the IEC to both the Parties at the earliest but in any case within 1 month from the date of conclusion of the last hearing.
8. Response/modifications/suggestions of the Parties on the recommendations of the IEC are to be submitted to the IEC within time limit stipulated by the IEC but not more than 15 days from the date of receipt of the recommendations from the IEC.
9. In the event, upon consideration, further review of the recommendations is considered necessary, whether by BHEL or by the other Party, then, the matter can be remitted back to the IEC with request to reconsider the same in light of the issues projected by either/both the Parties and to submit its recommendations thereon within the following 15 days from the date of remitting of the case by either of the Parties.

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

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India
Website: www.bhel.com

TECHNICAL CONDITIONS OF CONTRACT (TCC)

10. Upon the recommendations by the Parties, with or without modifications, as considered necessary, the IEC shall be called upon to draw up the Draft Settlement Agreement in terms of the recommendations.
11. When a consensus can be arrived at between the parties only in regard to any one or some of the issues referred for Conciliation the draft Settlement Agreement shall be accordingly formulated in regard to the said Issue(s), and the said Settlement Agreement, if signed, by the parties, shall be valid only for the said issues. As regards the balance issues not settled, the parties may seek to resolve them further as per terms and conditions provided in the contract.
12. In case no settlement can be reached between the parties, the IEC shall by a written declaration, pronounce that the Conciliation between the parties has failed and is accordingly terminated.
13. Unless the Conciliation proceedings are terminated in terms of para 22 (b), (c) & (d) herein below, the IEC shall forward his/its recommendations as to possible terms of settlement within one (1) month from the date of last hearing. The date of first hearing of Conciliation shall be the starting date for calculating the period of 2 months.
14. In case of 3 members IEC, 2 members of IEC present will constitute a valid quorum for IEC and meeting can take place to proceed in the matter after seeking consent from the member who is not available. If necessary, videoconferencing may be arranged for facilitating participation of the members. However, the IEC recommendations will be signed by all members. Where there is more than one (1) Conciliator, as a general rule they shall act jointly. In the event of differences between the Members of IEC, the decision/recommendations of the majority of the Members of IEC shall prevail and be construed as the recommendation of the IEC.
15. The Draft Settlement Agreement prepared by the IEC in terms of the consensus arrived at during the Conciliation proceedings between the Parties shall be given by the IEC to both the parties for putting up for approval of their respective Competent Authority.
16. Before submitting the draft settlement agreement to BHEL's Competent Authority viz. the Board Level Committee on Alternative Dispute Resolution (BLCADR) for approval, concurrence of the other party's Competent Authority to the draft settlement agreement shall be obtained by the other party and informed to BHEL within 15 days of receipt of the final draft settlement agreement by it. Upon approval by the Competent Authority, the Settlement Agreement would thereafter be signed by the authorized representatives of both the Parties and authenticated by the members of the IEC.
17. In case the Draft Settlement Agreement is rejected by the Competent Authority of BHEL or the other Party, the Conciliation proceedings would stand terminated.
18. A Settlement Agreement shall contain a statement to the effect that each of the person(s) signing thereto (i) is fully authorized by the respective Party(ies) he/she represents, (ii) has fully understood the contents of the same and (iii) is signing on the same out of complete freewill and consent, without any pressure, undue influence.
19. The Settlement Agreement shall thereafter have the same legal status and effect as an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal passed under section 30 of the Arbitration and Conciliation Act, 1996.
20. Acceptance of the Draft Settlement Agreement/recommendations of the Conciliator and/or signing of the Settlement Agreement by BHEL shall however, be subject to withdrawal/closure of any arbitral and/or judicial proceedings initiated by the concerned Party in regard to such settled issues.
21. Unless otherwise provided for in the agreement, contract or the Memorandum of Understanding, as the case may be, in the event of likelihood of prolonged absence of the Conciliator or any member of IEC, for any reason/incapacity, the Competent Authority/Head of Unit/Division/Region/Business Group of

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

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India
Website: www.bhel.com

TECHNICAL CONDITIONS OF CONTRACT (TCC)

BHEL may substitute the Conciliator or such member at any stage of the proceedings. Upon appointment of the substitute Conciliator(s), such reconstituted IEC may, with the consent of the Parties, proceed with further Conciliation into the matter either de-novo or from the stage already reached by the previous IEC before the substitution.

22. The proceedings of Conciliation under this Scheme may be terminated as follows:

- (a) On the date of signing of the Settlement agreement by the Parties; or,
- (b) By a written declaration of the IEC, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of the declaration; or,
- (c) By a written declaration of the Parties addressed to the IEC to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,
- (d) By a written declaration of a Party to the other Party and the IEC, if appointed, to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,
- (e) On rejection of the Draft Settlement Agreement by the Competent Authority of BHEL or the other Party.

23. The Conciliator(s) shall be entitled to following fees and facilities:

Sl. No.	Particulars	Amount
1	Sitting fees	Each Member shall be paid a Lump Sum fee of Rs 75,000/- for the whole case payable in terms of paragraph No. 27 herein below.
2	Towards drafting of settlement agreement	In cases involving claim and/or counter-claim of up to Rs 5crores. Rs 50,000/- (Sole Conciliator) In cases involving claim and/or counter-claim of exceeding Rs 5 crores but less than Rs 10 crores. Rs 75,000 (per Conciliator) In cases involving claim and/or counter-claim of more than Rs 10 crores. Rs 1,00,000/- (per Conciliator) Note: The aforesaid fees for the drafting of the Settlement Agreement shall be paid on the, Signing of the Settlement Agreement after approval of the Competent Authority or Rejection of the proposed Settlement Agreement by the Competent Authority of BHEL.
3	Secretarial expenses	Rs. 10,000/- (one time) for the whole case for Conciliation by a Sole Member IEC. Where Conciliation is by multi member Conciliators – Rs 30,000/- (one time)- to be paid to the IEC.

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

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India
Website: www.bhel.com

TECHNICAL CONDITIONS OF CONTRACT (TCC)

4.a	Travel and transportation and stay at outstation for Retired Senior Officials of other Public Sector Undertakings (pay scale wise equivalent to or more than E-8 level of BHEL)	As per entitlement of the equivalent officer (pay scale wise) in BHEL.
4.b	Others	As per the extant entitlement of whole time Functional Directors in BHEL. Ordinarily, the IEC Member(s) would be entitled to travel by air Economy Class.
5	Venue for meeting	Unless otherwise agreed in the agreement, contract or the Memorandum of Understanding, as the case may be, the venue/seat of proceedings shall be the location of the concerned Unit / Division / Region / Business Group of BHEL. Without prejudice to the seat/venue of the Conciliation being at the location of concerned BHEL Unit / Division / Region / Business Group, the IEC after consulting the Parties may decide to hold the proceedings at any other place/venue to facilitate the proceedings. Unless, Parties agree to conduct Conciliation at BHEL premises, the venue is to be arranged by either Party alternately.

24. The parties will bear their own costs including cost of presenting their cases/evidence/witness(es)/expert(s) on their behalf. The parties agree to rely upon documentary evidence in support of their claims and not to bring any oral evidence in IEC proceedings.
25. If any witness(es) or expert(s) is/are, with the consent of the parties, called upon to appear at the instance of the IEC in connection with the matter, then, the costs towards such witness(es)/expert(s) shall be determined by the IEC with the consent of the Parties and the cost so determined shall be borne equally by the Parties.
26. The other expenditures/costs in connection with the Conciliation proceedings as well as the IEC's fees and expenses shall be shared by the Parties equally.
27. Out of the lump sum fees of Rs 75,000/- for Sitting Fees, 50% shall be payable after the first meeting of the IEC and the remaining 50% of the Sitting Fees shall be payable only after termination of the conciliation proceedings in terms of para 22 hereinabove.
28. The travelling, transportation and stay at outstation shall be arranged by concerned Unit as per entitlements as per Serial No. 4 of the Table at para 23 above, and in case such arrangements are not made by the BHEL Unit, the same shall be reimbursed to the IEC on actuals limited to their entitlement as per Serial No. 4 of the Table at Para 23 above against supporting documents. The IEC Member(s) shall submit necessary invoice for claiming the fees/reimbursements.
29. The Parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of

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

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India
Website: www.bhel.com

TECHNICAL CONDITIONS OF CONTRACT (TCC)

its implementation and enforcement or as required by or under a law or as per directions of a Court/Governmental authority/ regulatory body, as the case may be.

30. The Parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the Disputes that is the subject of the Conciliation proceedings: a. Views expressed or suggestions made by the other party in respect of a possible settlement of the Disputes; b. admissions made by the other party in the course of the Conciliator proceedings; c. proposals made by the Conciliator; d. The fact that the other Party had indicated his willingness to accept a proposal for settlement made by the Conciliator.
31. The Parties shall not present the Conciliator(s) as witness in any Alternative Dispute Resolution or Judicial proceedings in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
32. None of the Conciliators shall act as an arbitrator or as a representative or counsel of a Party in any arbitral or judicial proceeding in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
33. The Parties shall not initiate, during the Conciliation proceedings, any arbitral or judicial proceedings in respect of a Disputes that is the subject matter of the Conciliation proceedings except that a Party may initiate arbitral or judicial proceedings where, in his opinion, such proceedings are necessary for preserving his rights including for preventing expiry of period of limitation. Unless terminated as per the provisions of this Scheme, the Conciliation proceedings shall continue notwithstanding the commencement of the arbitral or judicial proceedings and the arbitral or judicial proceedings shall be primarily for the purpose of preserving rights including preventing expiry of period of limitation.
34. The official language of Conciliation proceedings under this Scheme shall be English unless the Parties agree to some other language.

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

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India
Website: www.bhel.com

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Tender Specification No. - YTPS: SCT: 202205-101

Page 57 of 60

FORMAT-5

STATEMENT OF CLAIMS/COUNTER CLAIMS TO BE SUBMITTED TO THE IEC BY BOTH THE PARTIES

1. Chronology of the Disputes:
2. Brief of the Contract/MoU/Agreement/LOI/LOA
3. Brief history of the Disputes:
4. Issues:
5. Details of Claim(s)/Counter Claim(s):

Sl. No.	Description of claim(s)/Counter Claim	Amount (in INR) Or currency applicable in the contract	Relevant contract clause

6. Basis/Ground of claim(s)/counter claim(s) (along with relevant clause of contract):

Note – The Statement of Claims/Counter Claims may ideally be restricted to maximum limit of 20 pages. Relevant documents may be compiled and submitted along with the statement of Claims/Counter Claims. The statement of Claims/Counter Claims is to be submitted to all IEC members and to the other party by post as well as by email.

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

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India
Website: www.bhel.com

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Tender Specification No. - YTPS: SCT: 202205-101

Page 58 of 60

FORMAT-7

FORMAT FOR NOTICE INVOKING CONCILIATION CLAUSE BY BHEL FOR REFERRING THE DISPUTES TO CONCILIATION THROUGH IEC

To,

M/s. (Stakeholder's name)

Subject: NOTICE FOR INVOCATION OF THE CONCILIATION CLAUSE OF THE CONTRACT BY BHEL

Ref: Contract No/MoU/Agreement/LOI/LOA& date _____.

Dear Sir/Madam,

As you are aware, with reference to above referred Contract/MoU/Agreement/LOI/LOA, certain disputes have arisen, which, in spite of several rounds of mutual discussions and various correspondences have remained unresolved. The brief particulars of our claims which arise out of the above- referred Contract/MoU/Agreement/LOI/LOA are reproduced hereunder:

Sl. No.	Claim description	Amount involved

As you are aware, there is a provision in the captioned Contract/MoU/Agreement/LOI/ LOA for referring disputes to conciliation.

In terms of Clause -----of Procedure i.e., Annexure ----- to the Contract/MoU /Agreement / LOI / LOA, we hereby seek your consent to refer the matter to Conciliation by Independent Experts Committee to be appointed by BHEL. You are invited to provide your consent in writing to proceed with conciliation into the above mentioned disputes within a period of 30 days from the date of this letter along with details of counter-claims, if any, which you might have with regard to the subject Contract/ MoU/ Agreement/ LOI/ LOA.

Please note that upon receipt of your consent in writing within 30 days of the date of receipt of this letter by you, BHEL shall appoint suitable person(s) from the BHEL Panel of Conciliators.

This letter is being issued without prejudice to our rights and contentions available under the contract and law.

Thanking you

Yours faithfully

Representative of BHEL

Note: The Format may be suitably modified, as required, based on facts and circumstances of the case.

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

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India
Website: www.bhel.com

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Tender Specification No. - YTPS: SCT: 202205-101

Page 59 of 60

FORMAT-8

FORMAT FOR NOTICE INVOKING CONCILIATION CLAUSE BY A STAKEHOLDER FOR REFERRING THE DISPUTES TO CONCILIATION THROUGH IEC

To,

BHEL (Head of the Unit/Division/Region/Business Group)

Subject: NOTICE FOR INVOCATION OF THE CONCILIATION CLAUSE OF THE CONTRACT BY A STAKEHOLDER

Ref: Contract No/MoU/Agreement/LOI/LOA& date _____.

Dear Sir/Madam,

As you are aware, with reference to above referred Contract/MoU/Agreement/LOI/LOA, certain disputes have arisen, which, in spite of several rounds of mutual discussions and various correspondences have remained unresolved. The brief particulars of our claims which have arisen out of the above referred Contract/MoU/Agreement/LOI/LOA are enumerated hereunder:

Sl. No.	Claim description	Amount involved

As you are aware, there is a provision in the captioned Contract/MoU/Agreement/LOI/ LOA for referring inter-se disputes of the Parties to conciliation.

We wish to refer the above-said disputes to Conciliation as per the said Clause of the captioned Contract/MoU/Agreement/LOI/ LOA. In terms of Clause -----of Procedure i.e., Annexure ----- to the Contract/MoU /Agreement / LOI / LOA, we hereby invite BHEL to provide its consent in writing to proceed with conciliation into the above mentioned disputes within a period of 30 days from the date of this letter along with details of counter-claims, if any, which it might have with regard to the subject Contract/ MoU/ Agreement/ LOI/ LOA and to appoint suitable person(s) as Conciliator(s) from the BHEL Panel of Conciliators.

This letter is being issued without prejudice to our rights and contentions available under the contract and law.

Thanking you

Yours faithfully

Representative of the Stakeholder

Note: The Format may be suitably modified, as required, based on facts and circumstances of the case.

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

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India
Website: www.bhel.com

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Tender Specification No. - YTPS: SCT: 202205-101

Page 60 of 60

FORMAT-9

FORMAT FOR INTIMATION TO THE STAKEHOLDER ABOUT APPOINTMENT OF CONCILIATOR/IEC

To,

M/s. (Stakeholder's name)

Subject: INTIMATION BY BHEL TO THE STAKEHOLDER AND CONCILIATOR(S) ABOUT APPOINTMENT OF CONCILIATOR/IEC

Ref: Contract No/MoU/Agreement/LOI/LOA& date _____.

Sir,

This is with reference to letter dated ----- regarding reference of the disputes arising in connection with the subject Contract No /MoU/Agreement/LOI/LOA to conciliation and appointment of Conciliator(s).

In pursuance of the said letter, the said disputes are assigned to conciliation and the following persons are nominated as Conciliator(s) for conciliating and assisting the Parties to amicably resolve the disputes in terms of the Arbitration & Conciliation Act, 1996 and the Procedure ---- to the subject Contract/MoU/Agreement/LOI/LOA, if possible.

Name and contact details of Conciliator(s)

a)

b)

c)

You are requested to submit the Statement of Claims or Counter-Claims (strike off whichever is inapplicable) before the Conciliator(s) in Format 5 (enclosed herewith) as per the time limit as prescribed by the Conciliator(s).

Yours faithfully,

Representative of BHEL

CC: To Conciliator(s)... for Kind Information please.

Encl: As above

Note: The Format may be suitably modified, as required, based on facts and circumstances of the case.

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