

TENDER SPECIFICATION

BHEL: PSSR: YTPS: SCT&PURCHASE: 2020: 03:HLHR CRANE HIRING

“Hiring of One No. Suitable Capacity Heavy Lift High
Reach (HLHR) Hydraulic crawler crane with Operation
and Maintenance crew

at

5 x 800MW Yadadri Thermal Power Project,
Dameracherla, Nalgonda Dist., Telangana State”

VOLUME – I BOOK – I



BHARAT HEAVY ELECTRICALS LIMITED
(A Government of India Undertaking)
Power Sector – Southern Region

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

TECHNOCOMMERCIAL BID - Consists of Book - I

Book - I Consists of

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

Book – II: Price Bid

2020

NOTICE INVITING TENDER

Bharat Heavy Electricals
Limited



NOTICE INVITING TENDER (NIT)

To,

Dear Sir/Madam

Sub: NOTICE INVITING TENDER

Sealed offers in two-part bid system are invited from reputed & experienced 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	BHEL: PSSR: YTPS: SCT&PURCHASE: 2020: 03:HLHR CRANE HIRING	
ii	BROAD SCOPE OF JOB	Hiring of One No. Suitable Capacity Heavy Lift High Reach (HLHR) Hydraulic crawler crane with Operation and Maintenance crew for 4 months at 5 x 800MW Yadadri Thermal Power Project, Dameracherla, Nalgonda Dist., Telangana State	
iii	DETAILS OF TENDER DOCUMENT		
a	Volume-IA	Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc.	Applicable
b	Volume-IB	Special conditions of Contract	Applicable
c	Volume-IC	General Conditions of Contract (GCC) Rev. 01 Dt. 01 Jun 2012 Amendment 03 dated October 01, 2015	Applicable
d	Volume-ID	Forms and Procedures Rev. 01 Dt. 01 Jun 2012 Amendment 01 dated October 01, 2015	Applicable
e	Volume-II	Price Schedule (Absolute value).	Applicable
iv	ISSUE OF TENDER DOCUMENTS	Tender documents will be available for downloading from BHEL website (www.bhel.com) or CPP-portal as per schedule below: Start : 02/12/2020 , Time : 15:00 Hrs Closes: 17/12/2020 , Time : 15:00 Hrs Brief information of the tenders shall also be available at central public procurement portal. (https://eprocure.gov.in/epublish/app)	Applicable
v	DUE DATE & TIME OF OFFER	Date : 17/12/2020 , Time : 15:00 Hrs	Applicable

	SUBMISSION	In TENDER BOX	
		<p>Place :</p> <p>Head / Purchase & SCT Bharat Heavy Electricals Limited 5x800 MW Yadadri TPS Project Site Power Sector Southern Region Village – Veerlapalem, Mandal – Damarcherla District – Nalgonda Telangana - 508355</p>	
vi	OPENING TENDER OF	<p>Date : 17/12/2020 , Time : 15:30 Hrs</p> <p>Notes:</p> <p>(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.</p> <p>(2) Bidder may depute representative to witness the opening of tender.</p>	Applicable
vii	EMD AMOUNT	<p>Rs.5,00,000/- (Rupees Five Lakh only)</p> <p>Refer clause no 4 for mode of payment of EMD.</p> <p>Exemption of EMD for MSEs is not applicable for this tender.</p>	Applicable
viii	COST OF TENDER	Free	
ix	LAST DATE FOR SEEKING CLARIFICATION	<p>Date: 17/12/2020</p> <p>Along with soft version also, addressing to undersigned & to others as per contact address given below:</p> <p>1) Name: Manoj Kumar Designation: Manager Dept.: Purchase & SCT Address: BHEL Site Office, 5x800MW Yadadri TPS Phone: (Mobile) 7982615176 Email: manojkr@bhel.in</p> <p>2) Name: R K Shrivastava Designation: AGM/SCT AND PURCHASE Dept.: SCT & Purchase Address: BHEL Site Office, 5x800MW Yadadri TPS Phone: (Mobile) 7042671001 Email: rks@bhel.in</p>	Applicable
x	SCHEDULE OF Pre Bid Discussion (PBD)	Date : 09/12/2020, Time : 11:30 Hrs	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) & on e-tender portal (link to be added) and not in the newspapers . Bidders to keep themselves updated with all such information.	

2.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly signed & stamped, as part of offer. **Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form in the techno-commercial offer other than the Price Bid, shall not be entertained.**

3.0 Not Used.

4.0 Unless specifically stated otherwise, bidder shall deposit EMD as per below:

- (i) EMD shall be furnished along with the offer in full as per the amount indicated in the NIT.
- (ii) EMD is to be paid in cash (as permissible under Income Tax Act), Pay order or Demand Draft in favour of 'Bharat Heavy Electricals Limited' and payable at Damarcherla (M), Nalgonda (D) issuing the tender.
- (iii) 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
- (iv) EMD by the bidder will be forfeited as per Tender Documents if
 - After opening the tender, the bidder revokes his tender within the validity period or increases his earlier quoted rates.
 - The bidder does not commence the work within the period as per LOI/Contract. In case the LOI / contract is silent in this regard then within 15 days after award of contract.

5.0 Security Deposit: The successful bidder shall furnish Security Deposit / Additional Security Deposit (if applicable). amount after release of Letter of Intent (LOI)

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

- 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

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

Sl. no.	Description	Remarks
	Part-I A TECHNO COMMERCIAL BID	
	<p>ENVELOPE – I super scribed as: PART-I (TECHNO COMMERCIAL BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING:-</p>	
i.	Covering letter/Offer forwarding letter of Tenderer.	
ii.	<p>Duly filled-in 'No Deviation Certificate' as per prescribed format to be placed after document under sl no (i) above.</p> <p>Note:</p> <ol style="list-style-type: none"> 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. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding. <ol style="list-style-type: none"> In case of acceptance of the deviations, appropriate loading shall be done by BHEL In case of unacceptable deviations, BHEL reserves the right to reject the tender 	
iii.	<p>Supporting documents/ annexure/ schedules/ drawing etc. as required in line with Pre-Qualification criteria.</p> <p>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.</p>	
iv.	All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc. pertinent to this NIT.	
v.	Integrity Pact Agreement (Duly signed by the authorized signatory)	Not Applicable
vi.	Duly filled-in annexures, formats etc. as required under this Tender Specification/NIT	

vii.	Notice inviting Tender (NIT)	
viii.	Volume – I A: Technical 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)	Applicable
x.	Volume – I C : General Conditions of Contract (GCC)	Applicable
xi.	Volume – I D : Forms & Procedures	Applicable
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 EMD	
	<u>ENVELOPE – II super scribed as:</u> PART-I (EMD) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING:-
	Earnest Money Deposit (EMD) in the form as indicated in this Tender

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

OUTER COVER		
	ENVELOPE-IV (MAIN ENVELOPE / OUTER ENVELOPE) super scribed as: TECHNO-COMMERCIAL BID, PRICE BID & EMD TENDER NO: NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING:	
i.	<ul style="list-style-type: none"> <input type="radio"/> Envelopes I <input type="radio"/> Envelopes II <input type="radio"/> 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 Assessment of Capacity of Bidders: Not Applicable

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 within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.

12.0 BHEL may decide holding pre-bid discussion (PBD) with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.

13.0 In the event of any conflict between requirement of any clause of this specification / documents / drawings / data sheets etc or requirements of different codes / standards

specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages / other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting / submission of offer, else BHEL's interpretation shall prevail.

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

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

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-1(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 **six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.

19.0 BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com 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 as initial bids of bidders in 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 In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.

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

23.0 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 web site www.bhel.com.

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

28.1.1 Commitment by BHEL:

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

28.1.2 Commitment by Bidder/ Supplier/ Contractor:

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

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the prices or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per

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

29.0 Not Applicable

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

31.0 PREFERENCE TO MAKE IN INDIA:

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

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.

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

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

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

34.0 Order of Precedence:

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

- a. Amendments / Clarifications / Corrigenda / Errata etc. issued in respect of the tender documents by BHEL
- b. Notice Inviting Tender (NIT)
- c. Price Bid
- d. Technical Conditions of Contract (TCC)—Volume-1A
- e. Special Conditions of Contract (SCC) —Volume-1B
Rev. 01 Dt. 01 Jun 2012; Amendment: 01 Dt. 1st October 2015
- f. General Conditions of Contract (GCC) —Volume-1C
Rev. 01 Dt. 01 Jun 2012; Amendment: 03 Dt. 1st October 2015
- g. Forms and Procedures —Volume-1D
Rev. 01 Dt. 01 Jun 2012; Amendment: 01 Dt. 1st October 2015

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

Manager/Purchase & SCT

Enclosure

- (i) Annexure-1: Pre Qualifying Requirements.
- (ii) Annexure-2: Check List.
- (iii) Annexure-3: Certificate by Chartered Accountant (Not applicable for this Tender)
- (iv) Annexure-4: Undertaking as per C4 of Annexure-1 i.e. PQR
- (v) Annexure-5: Reverse Auction Process Compliance Form
- (vi) Annexure-6: Authorization of representative who will participate in the online Reverse Auction Process
- (vii) Annexure-7: RA Price Confirmation and Breakup
- (viii) Annexure-8: Integrity Pact (Not applicable for this Tender)

Other Tender documents as per this NIT.

ANNEXURE - 1**PRE QUALIFYING REQUIREMENTS (PQR)**

JOB	Hiring of One No. Suitable Capacity Heavy Lift High Reach (HLHR) Hydraulic crawler crane with Operation and Maintenance crew for 4 months (from JAN 2021) at 5 x 800MW Yadadri Thermal Power Project, Dameracherla, Nalgonda Dist., Telangana State
TENDER NO	BHEL: PSSR: YTPS: SCT&PURCHASE: 2020:03: HLHR CRANE HIRING

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	<p>Submission of Integrity Pact duly signed (if applicable)</p> <p>(Note: To be submitted by Prime Bidder & Consortium/Technical Tie up partner jointly in case Consortium bidding is permitted, otherwise by the sole bidder)</p>	Not Applicable	
B	<p>Technical</p> <ol style="list-style-type: none"> 1) Bidder should have provided at least 1 No. crane with minimum capacity of 250 MT on hire, within the last seven years, from the latest date of bid submission. 2) The offered crane shall be capable of lifting a minimum load of 144.665 MT, to an elevation of 98.104 Mtrs. 3) The age of the offered crane shall not be more than 15 years as on the latest date of bid submission. 4) The bidder shall submit the following along with the Techno-Commercial (Part I) offer. <ol style="list-style-type: none"> a) Work Order and Proof of Deployment for having provided cranes as per Pre Qualifying Criteria above. 	Applicable	

b) The following details with respect to the offered crane:

- Make
- Model
- Capacity
- Maximum Main Boom Length & Luffing Jib Boom offered
- Boom combination offered

c) Load Chart and Range Diagram, of offered crane, in support of (b) above.

d) Lifting Diagram of offered crane

e) Documents in support of month and year of manufacturing of the offered crane

f) Documentary evidence of ownership of the crane by the bidder. In case the bidder is offering a Crane not owned by them, a copy of valid Power of Attorney or Memorandum of Understanding between the bidder and the owner of the crane, authorizing the bidder to offer the crane for the subject tender.

g)

C-1	<p>Financial</p> <p>TURNOVER Bidders must have achieved an average annual financial turnover (Audited) of Rs 75 Lakhs or more over last three Financial Years (FY) i.e. 2017-18, 2018-19 and 2019-20</p>	Applicable	
C-2	<p>NETWORTH (only in case of Companies)</p> <p>Net worth of the Bidder based on the latest Audited Accounts as furnished for 'C-1' above should be positive</p>	Applicable	
C-3	<p>PROFIT</p> <p>Bidder must have earned cash profit in any one of the three Financial Years as applicable in the last three Financial Years defined in 'C-1' above based on latest Audited Accounts.</p>	Applicable	
C-4	<p>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.</p>	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	<p>Approval of Customer (if applicable)</p> <p>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.</p>	Not Applicable	BY BHEL
F	<p>Price Bid Opening</p> <p>Note: Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria A to E</p>	Applicable	BY BHEL
G	Consortium criteria (if applicable)	Not Applicable	

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

1. 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.
2. 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.
3. 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.

4. 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 (* Share capital OR Partnership Capital OR Proprietor Capital as the case may be) (Net worth is required to be evaluated in case of companies).

5. C-3:- PROFIT : shall be PBT earned during any one year of the three financial years as in C-1 above Completion date for achievement of the 'Technical' criteria of PQR (as in 'B' above) will be the last 7 years ending on the 'latest date' of Bid submission of Tender irrespective of the date of the start of work.

7. '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.

8. Boiler means HRSG or WHRB or any other types of Steam Generator

9. Critical/ Power Cycle piping means Main Steam, Hot Reheat, Cold Reheat, HP Bypass, LP Bypass lines

10. For the purpose of evaluation of the PQR, one MW shall be considered equivalent to 3.5TPH where ever rating of HRSG/BOILER is mentioned in MW. Similarly, where ever rating of Gas Turbine is mentioned in terms of Frame size, ISO rating in terms of MW shall be considered for evaluation.

11. In case the experience/PO/WO certificate enclosed by bidders do not have separate break up prices for the E&C portion of Electrical and CI Works, (i.e. the certificates enclosed are for composite order for supply and erection of Electrical & CI and other works if any), then value of Erection and Commissioning for the Electrical & CI portion shall be considered as 15% of the supply & erection of Electrical & CI.

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.

NOT APPLICABLE

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

To,

.....
.....

Dear Sir,

Sub: Bid for NIT Nodated..... 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)

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

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		
3a	Details of Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
3b	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: <u>Please tick (√) whichever applicable:-</u> ONE TIME EMD / ONLY FOR THIS TENDER	
5	Validity of Offer	TO BE VALID FOR SIX MONTHS FROM DUE DATE	
		APPLICABILITY(BY BHEL)	ENCLOSED BY BIDDER
6	Whether the format for compliance with 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/Not Applicable	YES/NO
8	Copy of PAN Card	Applicable/Not Applicable	YES/NO
9	Whether all pages of the Tender documents including annexures, appendices etc are read understood and signed	Applicable/Not Applicable	YES/NO
10	Integrity Pact	Applicable/Not Applicable	YES/NO
11	Declaration by Authorized Signatory	Applicable/Not Applicable	YES/NO
12	No Deviation Certificate	Applicable/Not Applicable	YES/NO
13	Declaration confirming knowledge about Site Conditions	Applicable/Not Applicable	YES/NO
14	Declaration for relation in BHEL	Applicable/Not Applicable	YES/NO
15	Non-Disclosure Certificate	Applicable/Not Applicable	YES/NO
16	Bank Account Details for E-Payment	Applicable/Not Applicable	YES/NO
17	Capacity Evaluation of Bidder for current Tender	Applicable/Not Applicable	YES/NO
18	Tie Ups/Consortium Agreement are submitted as per format	Applicable/Not Applicable	YES/NO
19	Power of Attorney for Submission of Tender/Signing Contract Agreement	Applicable/Not Applicable	YES/NO
20	Analysis of Unit rates	Applicable/Not Applicable	YES/NO

NOTE: 1. STRIKE OFF 'YES' OR 'NO', AS APPLICABLE. TENDER NOT ACCOMPANIED BY THE PRESCRIBED **ABOVE**

APPLICABLE DOCUMENTS ARE LIABLE TO BE SUMMARILY REJECTED.

2. For Sl. No.11 to 20 above, the formats are available in "Volume ID of Volume I Book-II – Forms and Procedures" of this tender specification.

DATE :

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

NOT APPLICABLE

Certificate by Chartered Accountant on letter head

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

This is to Certify that M/S ,
(herein after referred to as 'company') having its registered office at
..... is registered under MSMED Act 2006, (Entrepreneur
Memorandum No (Part-II)/ Udyam Registration Certificate No.
..... dtd:
Category: (Micro/Small/Medium). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year..... as per MSMED Act 2006 is as follows:

- 1. For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No. S.O.1722(E) dated October 5, 2006:
Rs Lacs
- 2. For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the **MSMED** Act,2006:
Rs Lacs
- 3. For Enterprises** (having EM-II Certificate/ valid NSIC Certificate or Udyog Aadhar Memorandum): Investment in plant and machinery or equipment is Rs..... Lacs and turnover is Rs. Lacs (as notified in MSME notification no. S.O. 2119 (E) dated 26.06.2020)
- 4. For Enterprises** (having EM-II Certificate/ valid NSIC Certificate or Udyog Aadhar Memorandum): Investment in plant and machinery or equipment is Rs..... Lacs and turnover is Rs. Lacs (as notified in MSME notification no. S.O. 2119 (E) dated 26.06.2020)

(Strike off whichever is not applicable)

The above investment of Rs Lacs is within permissible limit of
Rs..... Lacs for Micro / Small/ Medium *(Strike off which is not applicable)*
Category under MSMED Act 2006.

Or

The enterprise has been graduated upward from its original category (micro/small/medium) *(strike off which is not applicable)*, the enterprise shall maintain its prevailing status till expiry of one year from the close of year of registration, as notified vide S.O. No. 2119 (E) dated 26.06.2020 published in the gazette notification dated 26.06.2020 by Ministry of MSME.

Or

The enterprise has been reverse-graduated from its original category (micro/small/medium) *(strike off which is not applicable)*, the enterprise will continue in its present category till the closure of the financial year and it will be given the benefit of the changed status only with effect from 1st April of the financial year following the year in which such change took place, as notified vide S.O. No. 2119 (E) dated 26.06.2020 published in the gazette notification dated 26.06.2020 by Ministry of MSME.

Date:

(Signature)

Name:

Membership Number:

Seal of the Chartered Accountant

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:

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

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

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

Annexure – 7

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}

Total price of the items covered under above cited Tender Specification as our final landed prices as quoted during the Reverse Auction conducted today _____ {date} which will be valid as per tender Specification.

=====

Total - Rs. In value & in words

=====

Yours sincerely,

For _____

Name:

Company:

Date:

Seal:

Annexure – 8

INTEGRITY PACT

Not Applicable for this tender.

NIT TERMS & TCC

TECHNICAL PRE QUALIFICATION CRITERIA

- 1) Bidder should have provided at least 1 No. crane with minimum capacity of 250 MT on hire, within the last seven years, from the latest date of bid submission.
- 2) The offered crane shall be capable of lifting a minimum load of 144.665 MT, to an elevation of 98.104 Mtrs.
- 3) The age of the offered crane shall not be more than 15 years as on the latest date of bid submission.
- 4) The bidder shall submit the following along with the Techno-Commercial (Part I) offer.
 - a) Work Order and Proof of Deployment for having provided cranes as per Pre Qualifying Criteria above.
 - b) The following details with respect to the offered crane:
 - Make
 - Model
 - Capacity
 - Maximum Main Boom Length & Luffing Jib Boom offered
 - Boom combination offered
 - c) Load Chart and Range Diagram, of offered crane, in support of (b) above.
 - d) Lifting Diagram of offered crane
 - e) Documents in support of month and year of manufacturing of the offered crane
 - f) Documentary evidence of ownership of the crane by the bidder. In case the bidder is offering a Crane not owned by them, a copy of valid Power of Attorney or Memorandum of Understanding between the bidder and the owner of the crane, authorizing the bidder to offer the crane for the subject tender.

VOLUME - IA PART - I CHAPTER - I

PROJECT INFORMATION

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

VOLUME-IA PART-I CHAPTER – II SCOPE OF WORKS

SCOPE OF WORK IN GENERAL

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

1.2 Broad scope of Work :

Providing service of suitable capacity Heavy Lift High Reach (HLHR) Hydraulic crawler crane on monthly hire basis with Operation and Maintenance crew for Construction work at 5x800MW Yadadri Thermal Power Project, Damancherla, Nalgonda Dist., Telangana State, as per specification provided hereunder and tentative duration of deployment provided at 1.6.1

1.2.1 Requirement for suitable capacity Heavy Lift High Reach (HLHR) Crane

1.2.1.1 Critical Load Requirement to be handled by the proposed crane

Crane Main boom mounted with Jib Combination shall be capable of lifting a minimum Load of 144.665 MT below hook (excluding weight of hook block, slings, wire ropes and other lifting tackles) at an Elevation of 98.104 M (Top of Ceiling Girder). The hook block with a ceiling girder flange width of 1.3 M (1300 mm) must not foul with the boom at girder elevation (Top of Girder) of 98.104 M. At this elevation, sufficient clearance must exist between the boom and the girder flange. A lifting drawing showing clearances between the boom and the girder flange shall be submitted with the technical offer.

1.2.1.2 Followed by the erection of Ceiling girders, the crane shall be capable of erecting, welded beams, Silencer and other top roof structures also with Main boom + jib combination as per the technical specifications listed in clause 1.2.1.5 below. The Crane provided shall be capable of completing the entire Ceiling Girder, Welded beams, Silencers and Roof Structures erection with maximum of one boom configuration change.

1.2.1.3 If the bidder desires to offer the crane which is capable of completing the entire lifting operation without changing the boom configuration,

(i) In case, Main Boom with Luffing Jib combination is offered, suitable runner mounted on Luffing Jib with rated capacity hook shall be provided to handle the erection of Lighter Loads like columns, Welded Beams, Silencer and other Roof Top Structures. All accessories for Runner operation shall be ensured.

(ii) In case of crane with main boom + fixed jib configuration is offered where all erection can be done with hook block of fix jib only, then suitable runner mounted on fixed jib shall be provided as in the case of luffing jib to handle the erection of Lighter

Loads like columns, Welded Beams, Silencer and other Roof Top Structures etc. All accessories for Runner operation shall be ensured.

1.2.1.4 In addition to the Heavy Capacity Hook Block, smaller Hook Block of lesser capacity in the range of 50T and 100T and ball hook for Jib shall also be provided to handle the erection of Boiler Columns and Light Weight Structures.

1.2.1.5 TECHNICAL SPECIFICATION

SL.NO	DESCRIPTION	WEIGHT & DIMENSIONS
I DETAILS OF HEAVIEST CEILING GIRDER		
a	NET WEIGHT OF HEAVIEST	140.665 MT +4 MT[GP]— 144.665 MT
b	ELEVATION AT BOTTOM OF GIRDER	93.604 Mtrs
c	ELEVATION AT TOP OF GIRDER	98.104 Mtrs
d	LENGTH OF GIRDER	31.5 Mtrs
e	DEPTH OF GIRDER	4.5 Mtrs
f	WIDTH OF GIRDER FLANGE	1.3 Mtr
II WELDED BEAM		
a	ELEVATION OF WELDED BEAMS	95.65 Mtrs
b	WEIGHT OF WELDED BEAM	8 MT Max
III SILENCER & SILENCER STRUCTURE		
a	NET WEIGHT	15 MT
b	ELEVATION AT TOP OF SILENCER	107 Mtr
c	ELEVATION AT TOP OF ROOF	105 Mtr

The details of the other Girders are as under:

Girder No. 1 129.423 MT

Girder No. 2 120.261 MT

Girder No. 3 131.378 MT

Girder No. 4 128.291 MT

Girder No. 5 139.217 MT

Girder No. 6 121.335 MT

1.2.1.6 The following drawings are enclosed for reference of the bidders to work out the lifting plan.

Description	Drawing No.
Key Plan and Column Information	0-35-110-23730-3
Ceiling Girder	0-35-211-24187
Silencer Elevation	0-00-047-16564 & 16565

1.2.1.7 One time boom configuration change is allowed as detailed at 1.2.1.2. Changing the Boom configuration shall be in bidder scope. The required manpower / tools and tackles required for the activity are to be arranged by Bidders. The support crane as detailed at Clause No. 1.5 will be provided by BHEL.

1.2.1.8 The boom configuration change activity is to be completed within 4 days and any delay on this account, will be to Bidders account and no payment will be made for the delayed period.

1.2.1.9 Bidders who choose to provide cranes which could perform the above lifting operation in single boom configuration i.e. Without change of boom, can quote for the suitable crane. However, no extra payment shall be made on this account.

1.2.2 The Crane shall be engaged in the Project construction work of thermal power plants consisting of Boiler, Electrostatic Precipitator, various structures, Tanks, Vessels and other equipment of these plants as per the instructions of BHEL Engineer-in-Charge.

1.2.3 The crane shall be provided with all accessories, operator cum mechanic, helper and maintenance crew, all other consumables including spares & excluding fuel for the erection of Boiler and auxiliaries and any other material handling works which are required to be carried out as per the requirement at site from time to time.

1.2.4 Fuel oil (HSD) for normal operation of the crane shall be provided by BHEL / BHEL's erection contractor after the services of the crane is accepted by BHEL after first load test till the service are being utilized by BHEL. The bidder at his own cost shall arrange the HSD required during breakdown maintenance.

1.2.5 BHEL shall have the right to utilize the maximum capacity of the crane offered as per requirement without any extra cost.

- 1.2.6 In case the proposed crane is of better specification than the requirement mentioned above, then price quoted in price bid shall be taken as reference for purpose of evaluation & no additional payment shall be made towards the same.
- 1.2.7 Crane deployed at site should preferably be same as offered in the bid. BHEL Reserves the right to accept or reject any crane, other than offered crane in the bid. In case the bidder decides to deploy any other crane of the same or better specification, its acceptance shall solely be at BHEL's discretion & payment shall be made based on awarded price only & no additional payment shall be made towards the same. In such a case, the bidder shall furnish complete details of the crane proposed to be deployed and deployment shall be done only after permission from BHEL.
- 1.2.8 The crane should be in good working condition and shall be Inspected, load tested and Certified by Competent Person of third-party agency certified by Director of Factories at site before the Crane is put into operation. The cost incurred towards the above to be borne by the bidder.

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

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

VOLUME IA PART – I CHAPTER – III
FACILITIES IN THE SCOPE OF CONTRACTOR / BHEL
(SCOPE MATRIX)

1.3.1. PART 1

Sl.No.	Description	Scope to be taken care by		Remarks
		BHEL	Bidder	
1.3.1	PART I			
1.3.1.1	ESTABLISHMENT			
1.3.1.1.1	FOR CONSTRUCTION PURPOSE:			
1.3.1.1.1.1	Open space for office	Yes		
1.3.1.1.1.2	Open space for storage	Yes		
1.3.1.1.1.3	Construction of bidder's office, canteen and storage building including supply of materials and other services		Yes	
1.3.1.1.1.4	Bidder's all office equipments, office / store / canteen consumables		Yes	
1.3.1.1.1.5	Canteen facilities for the bidder's staff, supervisors and engineers etc		Yes	
1.3.1.1.1.6	Firefighting equipments like buckets, extinguishers etc		Yes	
1.3.1.1.1.7	Fencing of storage area, office, canteen etc of the bidder		Yes	
1.3.1.1.2	FOR LIVING PURPOSES OF THE BIDDER			
1.3.1.1.2.1	Open space		Yes	
1.3.1.1.2.2	Living accommodation		Yes	
1.3.1.2	ELECTRICITY			
1.3.1.2.1	Electricity of Voltage 415 / 440 V For the office placed within the plant premises	Yes		
1.3.1.2.1.1	Single point source from the nearest SS for office within the plant premises	Yes		.
1.3.1.2.1.2	Further distribution for the work to be done which include supply of materials and execution		Yes	
1.3.1.2.2	Electricity for the office, stores, canteen, labour colony etc of the bidder which include:		Yes	
1.3.1.2.2.1	Distribution from single point including supply of materials and service		Yes	

Sl.No.	Description PART I	Scope to be taken care by		Remarks
		BHEL	Bidder	
1.3.1				
1.3.1.2.2.2	Supply, installation and connection of material of energy meter including operation and maintenance		Yes	
1.3.1.2.2.3	Duties and deposits including statutory clearances for the above		Yes	
1.3.1.2.2.4	Demobilization of the facilities after completion of works		Yes	
1.3.1.2.3	Electricity for living accommodation of the bidder's staff, engineers, supervisors etc on the above lines		Yes	
1.3.1.3	WATER SUPPLY			
1.3.1.3.1	For construction purposes:			
1.3.1.3.1.1	Making the water available at single point	Yes		
1.3.1.3.1.2	Further distribution as per the requirement of work including supply of materials and execution		Yes	
1.3.1.3.2	Water supply for bidder's office, stores, canteen etc		Yes	
1.3.1.3.2.1	Making the water available at single point		Yes	
1.3.1.3.2.2	Further distribution as per the requirement of work including supply of materials and execution		Yes	
1.3.1.4	LIGHTING			
1.3.1.4.1	For construction work (supply of all the necessary materials) At office storage area At the preassembly area At the construction site /area		Yes	
1.3.1.4.2	For construction work (Execution of the lighting work / arrangements) At office storage area At the preassembly area At the construction site /area		Yes	

Sl.No.	Description	Scope to be taken care by		Remarks
		BHEL	Bidder	
1.3.1	PART I			
1.3.1.5	COMMUNICATION FACILITIES for site operations of the bidder	-		
1.3.1.5.1	Telephone, Fax, internet, intranet, email etc		Yes	

1.3.2. Open Space

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

1.3.3. ELECTRICITY:

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

1.3.4. CONSTRUCTION WATER

Water will be provided by BHEL at single point free of cost and contractor has to make further distribution at his cost.

1.3.5. DRINKING WATER

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

1.3.6. CONTRACTOR'S OBLIGATION ON COMPLETION

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

VOLUME-IA PART-I CHAPTER – IV

1.4 T&PS and MMEs TO BE DEPLOYED BY CONTRACTOR

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

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

VOLUME-IA PART-I CHAPTER – V

1.5 T&Ps AND MMEs TO BE DEPLOYED BY BHEL ON SHARING BASIS

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

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

VOLUME-IA PART-I CHAPTER - VI

CONTRACT PERIOD

1.6 **CONTRACT PERIOD**

The entire contract period shall comprise of Mobilisation period, Hiring Period & demobilization period as mentioned below.

1.6.1 Commencement of Contract Period

The contract period shall commence from the date of written intimation for deployment of crane from Site Construction Manager, 5X800 MW Yadadri TPS Site

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

The deployment schedule of the crane indicated below is tentative. Crane shall be deployed and made operational (First successful load testing) at Site within thirty (30) Days from the written intimation for deployment of crane from Site Construction Manager, 5X800 MW Yadadri TPS Site.

1.6.3 Commencement of Hiring period –

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

Sl. No.	Description	Tentative Deployment Month / Year	Initial Hiring Period	Quantity
01	Suitable capacity Heavy Lift High Reach (HLHR) Hydraulic Crawler Crane capacity	Jan 2021	04 Months	01 No.

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

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

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

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

VOLUME-IA PART-I CHAPTER - VII**1.7 NORMAL WORKING HOURS**

- 1.7.1** The services of the crane with crane crew shall be made available to BHEL for round the clock operation (for duration of Twenty four hours per day). Every 12 hrs working period shall necessarily include one hour break.
- 1.7.1** However, regular working hours will be 12 hrs (including one hour break) on all the working days and 26 days per month excluding Sundays or Weekly holidays. Timings shall be fixed by site as per operational convenience.
- 1.7.2** Allotment of weekly and other holidays for crane crew is at the discretion of BHEL and will be decided by BHEL Yadadri site according to the requirements from time to time. Only holidays as declared by BHEL apart from weekly holidays have to be followed. This may have to be adjusted by crane operator and his crew to suit the requirement of site. If necessary, Operator with his crew shall be available for the operation of their crane round the clock at normal working days and holidays in exigency.
- 1.7.3** Holiday working and extended hour working shall be at the discretion of site in charge. Working beyond normal working hours of 12 hours and working on weekly / other holidays will be treated as overtime and the charges for the same shall be paid as per Clause No.1.11

VOLUME-IA PART-I CHAPTER - VIII**1.8. RATE SCHEDULE**

1.8.1 Rates for Monthly Rental of the Crane for the duration as specified at Clause No. 1.6.3 inclusive Operator cum Mechanic, helper, maintenance staff as required, all consumables such as lubricants, grease, filters and spares etc. (excluding fuel) based on the Normal working hours as mentioned above including onetime Mobilization and Demobilization charges together for the crane to & from site are to be quoted as "A" in the Price Schedule Format as per Price bid. Evaluation of the Price Bid will be done based on this quoted rate "A".

1.8.2 Monthly Charges for initial hiring period:

Based on the quoted rate, Monthly Charges for Crane Hiring would be fixed as per Formula = $(Ax0.80) / (\text{Initial Hiring period in Months})$.

1.8.3 Mobilization and De-Mobilization Charges:

Mobilization Charges would be fixed as per formula = $(Ax0.10)$ and

Demobilization Charges would also be fixed as same, as that of Mobilization charges, i.e., as per formula = $(Ax0.10)$.

1.8.4 The price quoted shall be inclusive of operation (excluding fuel) and preventive as well as breakdown maintenance of the crane. The bidder shall deploy operator-cum-mechanic, Helper and Maintenance crew to ensure smooth operation and maintenance of the crane without affecting work. Overtime charges will be paid as specified at 1.11, Specific Terms and Conditions and no other extra payment shall be made.

1.8.5 In case of exigency of site requirements, BHEL reserves the right to further extend the contract beyond contractual period. In case of extension period, if any, the Monthly Hire Charges will be paid as 90% of the monthly hire charges agreed for the initial hiring period and no changes will be made in mobilization & Demobilization charges.

1.8.6 Contractor shall fully understand equipment description and scope of work before quoting. The scope of work and responsibility of the contractor as mentioned under these specifications shall be covered within the quoted rates.

1.8.7 The tenderer shall quote the rates as per the rate schedule only, in part II price bid (Original). Conditional price bid or price bid with any deviation / clarification etc. are liable to be rejected. No cutting / erasing / over writing shall be done.

VOLUME-IA PART-I CHAPTER – IX**TERMS OF PAYMENT****1.9. Terms of payment:**

- 1.9.1. PVC, ORC, Secured Advance & Advance for Mobilization are not applicable for this tender.
- 1.9.2. Retention Amount as per clause 2.22 of GCC is Applicable for this Tender. Since Performance Guarantee of workmanship is not applicable for this tender, 100% of Retention amount shall be refunded along with Final Bill.
- 1.9.3. 100% Payment of monthly agreed hire charges will be made once in a month at Yadadri site as certified by the BHEL Engineer-In-charge at site as per the terms and conditions.
- 1.9.4. Mobilization and demobilization charges shall be payable as per point 1.8 above. Payment of mobilization charges shall be made at Yadadri site on successful commissioning and load testing of the crane by the Tenderer as certified by the BHEL Engineer In charge.
- 1.9.5. Payment of demobilization charges shall be made at Yadadri site on receipt of written confirmation from site In charge of BHEL that crane has been dismantled and removed from site in all respects by the Tenderer.
- 1.9.6. Contractor has to make his own arrangement at his cost for completing the formalities, for bringing all their material, and equipment etc at site or the execution of the work, including arrangement of Road Permits if any and as applicable under the relevant acts, etc.,

1.9.7. Note:

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

VOLUME-IA PART-I CHAPTER – X TAXES AND OTHER DUTIES

1.10. TAXES

1.10.1. Goods and service Tax (GST) & Cess

1.10.1.1. The successful bidder shall furnish proof of GST registration with GSTN Portal in the State in which the Project is being executed, covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by the successful bidder on BHEL for this project/ work.

1.10.1.2. Contractor's price/rates shall be exclusive of GST & Cess (if applicable) (herein after termed as GST). Contractor shall submit to BHEL the GST compliant tax invoice/debit note/revised tax invoice on the basis of which BHEL will claim the input tax credit in its return. Since this is a works contract, the applicable rate shall be @ 18% GST, as applicable presently.

1.10.1.3. Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules wherein the 'Bill To' details will be as below:

BHEL GSTN	- 36AAACB4146P1ZG
NAME	– BHEL SITE OFFICE
ADDRESS	BHEL SITE OFFICE, YADADRI THERMAL POWER STATION (5X800 MW), VEERLA PALEM VILLAGE DAMARCHERLA MANDAL NALGONDA DISTRICT – 508208 TELANGANA

1.10.1.4. GST charged in the tax invoice/debit note/revised tax invoice by the contractor shall be released separately to the contractor only after contractor files the outward supply details in GSTR-1 on GSTN portal and input tax credit of such invoice is matched with corresponding details of outward supply of the contractor and has paid the GST at the time of filing the monthly return.

1.10.1.5. In case BHEL has to incur any liability (like interest / penalty etc.) due to denial/reversal / delay of input tax credit in respect of the invoice submitted by the contractor, for the reasons attributable to the contractor, the same shall be recovered from the contractor.

1.10.1.6. Further, In case BHEL is deprived of the Input tax credit due to any reason attributable to contractor, the same shall not be paid or Recovered if already paid to the contractor.

1.10.1.7. Tax invoice/debit Note/revised tax invoice shall contain all such particulars as prescribed in GST law and comply to the timelines for issue of the same. Invoices shall be submitted on time to the concerned BHEL Engineer In Charge.

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

1.10.1.9. E-way bills / Transit passes / Road Permits, if required for materials / T&P etc., bought into the project site is to be arranged by the Contractor only.

1.10.1.10. BHEL shall not reimburse any amounts towards any interest / penalty etc., incurred by contractor. Any additional claim at a later date due to issues such as wrong rates / wrong classification by contractor shall not be paid by BHEL.

1.10.2. All taxes and duty other than GST & Cess

1.10.2.1. 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.

1.10.3. Statutory Variations

1.10.3.1. 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.

1.10.4. New Taxes/Levies –

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

1.10.5. Direct Tax

1.10.5.1. 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.

VOLUME-IA PART-I CHAPTER -XI**1.11. SPECIFIC TERMS AND CONDITIONS****1.11.1. SPECIFIC TERMS AND CONDITIONS**

1.11.1 Working on weekly holidays and other holidays and extended hour working beyond Normal Working Hours shall be considered as overtime. For Contract period, it is payable pro rata at 25% of the monthly accepted crane hiring charges and for extended period of hiring shall be worked out pro rata at 25% of accepted monthly hire charges at the time of extension.

1.11.2 Calculation for hourly rate for Holiday working and extended hour working within Contract Period of hiring =

Monthly hire charges for initial hiring period x 0.25

26 days x 12

1.11.4 Calculation for Holiday working and extended hour working for extended period of hiring beyond the Contract Period =

Monthly hire charges for extended period (Agreed monthly hire charges for initial hiring period x0.9) x0.25

26 days x 12

1.11.5 Regular/Breakdown Maintenance Period of One day per Month shall be permitted. The same shall be decided in consultation with BHEL Engineer. Bidder shall carry out preventive maintenance beyond normal working hours or as per schedule agreed with BHEL Engineer.

1.11.6 The Accepted rate, shall remain firm throughout the contract period.

1.11.7 In case of exigency of site requirements, BHEL reserves the right to further extend the contract beyond contractual period. However monthly hire charges for the extended period shall be 90% of the monthly hire charges agreed for the initial hiring period.

1.11.8 The offer submitted by the agency shall be kept valid for a period of 180 days from the date of tender opening.

1.11.9 The accepted rate shall be inclusive of maintenance and operation of the crane. The bidder should provide one mechanic cum Operator and helper as required for operation and maintenance of their cranes at site without affecting the work.

1.11.9.1.1 No Advance payment will be made by BHEL for this contract.

1.11.10 The crane to be offered should be in good working condition as on date of opening of Technical bid and Bidders to submit a self-declaration in their letter head for the same. The physical inspection of crane at its present location will be carried out by BHEL if required.

1.11.11 The deployed crane should give trouble free operation without affecting the erection work.

1.11.12 The bidder must maintain and operate crane regularly at site with their manpower. Breakdown/repair should be immediately attended by the bidder. The bidder shall maintain a log book giving full operation, routine/ preventive maintenance and break down details and obtain signature of Engineer In charge of site on a daily basis or as per the site procedure. Original log sheets shall be submitted to BHEL at the end of every month and before submission of monthly bills at site.

1.11.13 The cost of any repair arising during the operation should be borne by the bidder.

1.11.14 Necessary tools and tackles and crane spares should be made available by the bidder immediately to attend the break downs at their cost.

1.11.15 In case of absence of operator, the bidder should make an alternative arrangement for the continuation of work to meet the erection requirement of site.

1.11.16 Shifting of crane within the same site from one location to other location and time period required for extending and reducing the booms shall be considered as within the hiring period.

1.11.17 Other than Boom configuration change mentioned at 1.2.1.7, Man power required for boom extension and reduction of the hired crane shall be provided free of cost by BHEL/BHEL's sub-contractor.

1.11.18 Bidder shall arrange the entry gate pass for their crew for which necessary documents will be forwarded by BHEL.

1.11.19 Crane operators deployed under this contract should possess valid license for crane operation. Necessary documents are to be submitted at site while deploying the operator.

1.11.20 Bidder shall be required to take Comprehensive Insurance Policy for the crane with Third Party Liability cover as well as adequate Insurance for Bidder's Crew before deployment of the crane at site. If due to negligence and of non-observation of safety and other precautions, any accident/injury occurs to any other persons/public/property, the bidder shall have to pay necessary compensation and other expenses, if so decided by the appropriate authorities/Statutory Authority.

1.11.21. Any loss or damage to BHEL or customer's property due to negligence of the crew employed by the bidder is attributable to the bidder.

1.11.22 PERFORMANCE OF THE VENDOR

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

VOLUME-IA PART-I CHAPTER -XII

PENALTY

1.12 Penalty:

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

The following clauses of GCC/SCC are not applicable for this tender.

GCC

- 2.7.9 – Liquidated Damages,
- 2.9 – Progress Monitoring, Monthly review and Performance Evaluation,
- 2.10 – Time of Completion,
- 2.11.2-2.11.4, 2.11.6 – Extension for Time of Completion,
- 2.12 – ORC,
- 2.13 – Interest Bearing Recoverable Advance,
- 2.14- Quantity Variation,
- 2.15 – Extra Works,
- 2.16- Supplementary Items,
- 2.17 – PVC,
- 2.24 – Performance Guarantee for Workmanship.

SCC

- 1.0 – General Intent of the Specifications
- 2.0 – General Services to be rendered by the Bidder
- 3.0 – General technical Requirements
- 4.0 – Obligations of Contractor
- 6.0 -- Material handling, Storage, Preservation, etc.,
- 7.0 – Drawings
- 8.0 – Inspection and Quality
- 11.0 – Performance Monitoring.

1.14 Forms and Procedures – Monthly plan and review with contractors (Form F-14 Rev 00)

- 1.15 – Monthly performance Evaluation of Contractor (Form F-15)
- 1.17 – Evaluation of Contractor Performance Annual (Form F-17)
- 1.18 – Evaluation of Contractor Performance for the contract (Overall)
(Form F-18)
- 1.19 – Milestone Completion Certificate (Form F-19)
- 1.26 – Analysis of unit rates quoted (Form F-26)

Chapter XIII Format correction

FORMAT – DETAILS OF OFFERED CRANE

Sl No.	Description of owned Crane (Model)	Make	Capacity	Crane Year of Manufacturing	Current Status of Deployment	Current Location of Crane	Percentage of Work Completed (If applicable)	Proposed date of release from Current deployment

EVALUATION OF VENDOR PERFORMANCE

NAME OF PROJECT / SITE:

NAME OF THE VENDOR:

ORDER REFERENCE:

PERFORMANCE FEEDBACK YEAR/QUARTER:

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

VENDOR PERFORMANCE FEEDBACK

NAME OF PROJECT / SITE:

NAME OF THE VENDOR:

ORDER REFERENCE:

PERFORMANCE FEEDBACK YEAR/QUARTER:

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

(Signature of Site Engineer)

(Signature of Construction Manager)

VOLUME-IA PART-I CHAPTER -XIII GENERAL

The scope of the work will comprise of but not limited to the following:

(All the works mentioned hereunder shall be carried out within the accepted rate unless otherwise specified.)

1.13.1 The successful bidder shall furnish the following at PSSR-HQ, Chennai immediately after release of Letter of Intent (LOI)

- i) Security Deposit and Additional Security Deposit.
- ii) Unqualified Acceptance for Detailed LOI/ Work Order.
- iii) Rs.100/- Stamp Paper for preparation of Contract Agreement.
- iv) Option exercised towards Performance Security Deposit for the subject contract as per Sl. No. 16 of Volume IA Part II Chapter 1 of TCC

1.13.2 The successful bidder shall furnish the proof of documents for the following at PSSR- Site

- I. PF Regn No.
- II. Labour License No.
- III. Workmen Insurance Policy No.

1.13.3 In addition to the clause 2.8 of General Conditions of Contract (Volume-1C of Book-II) the contractor shall comply with the following.

1.12.3.1 BOCW Act & BOCW Welfare Cess Act

1.12.3.1.1 The Contractor Should Register their Establishment under BOCW Act 1996 read with rules 1998 by submitting Form I (Application for Registration of Establishment) and Form IV (Notice of Commencement / Completion of Building Other Construction Work) to the respective Labour Authorities i.e.,

- a) Assistant Labour Commissioner (Central) in respect of the project premises which is under the purview of Central Govt.–NTPC, NTPL etc.
- b) Appropriate State Authorities in respect of the project premises which is under the purview of State Govt

1.12.3.1.2 The Contractor should comply with the provisions of BOCW Welfare Cess Act 1996 in respect of the work awarded to them by BHEL.

1.12.3.1.3 The contractor should ensure compliance regarding Registration of Building Workers as Beneficiaries, Hours of work, welfare measures and other conditions of service with particular reference to Safety and Health measures like Safety Officers, safety committee, issue of Personal protective equipments, canteen, rest room, drinking water, Toilets, ambulance, first aid centre etc.

1.12.3.1.4 The contractor irrespective of their nature of work and manpower (Civil, Mechanical, Electrical works etc) should register their establishment under BOCW Act 1996 and comply with BOCW Welfare Cess Act 1996.

1.12.3.1.5 Contractor shall make remittance of the BOCW cess as per the Act in consultation with BHEL as per the rates in force (presently 1%). BHEL shall reimburse the same upon production of documentary evidence. However, BHEL shall not reimburse the Fee paid towards the registration of establishment, fees paid towards registration of Beneficiaries and Contribution of Beneficiaries remitted.

1.12.3.1.6 “Non-compliance to Provisions of the BOCW Act & BOCW Welfare Cess Act is not acceptable. In case of any non-compliance, BHEL reserves the right to withhold any sum as it deems fit. Only upon total compliance to the BOCW Act and also discharge of total payment of Cess under the BOCW Cess Act by the Contractor, BHEL shall consider refund of the Amounts”.

1.12.3.2 PROVIDENT FUND

1.12.3.2.1 The contractor is required to extent the benefit of Provident Fund to the labour employed by you in connection with this contract as per the Employees Provident Fund and Miscellaneous Provisions Act 1952. For due implementation of the same, you are hereby required to get yourself registered with the Provident Fund authorities for the purpose of reconciliation of PF dues and furnish to us the code number allotted to you by the Provident Fund authorities within one month from the date of issue of this letter of intent. In case you are exempted from such remittance an attested copy of authority for such exemption is to be furnished. Please note that in the event of your failure to comply with the provisions of said Act, if recoveries therefore are enforced from payments due to us by the customer or paid to statutory authorities by us, such amount will be recovered from payments due to you.

1.12.3.2.2 The final bill amount would be released only on production of clearance certificate from PF / ESI and labour authorities as applicable.

1.12.3.3 OTHER STATUTORY REQUIREMENTS

1.12.3.3.1 The Contractor shall submit a copy of Labour License obtained from the Licensing Officer (Form VI) u/r25 read with u/s 12 of Contract Labour (R&A) Act 1970 & rules and Valid WC Insurance copy or ESI Code (if applicable) and PF code no along with the first running bill.

1.12.3.3.2 The contractor shall submit monthly running bills along with the copies of monthly wages (of the preceding month) u/r78(1)(a)(1) of Contract Labour Rules, copies of monthly return of PF contribution with remittance Challans under Employees Provident Fund Act 1952 and copy of renewed WC Insurance policy or copies of monthly return of ESI contribution with Challans under ESI Act 1948 (if applicable) in respect of the workmen engaged by them.

1.12.3.3.3 The Contractor should ensure compliance of Sec 21 of Contract Labour (R&A) Act 1970 regarding responsibility for payment of Wages. In case of “Non-compliance of Sec 21 or non-payment of wages” to the workmen before the expiry of wage period by the contractor, BHEL will reserve its right to pay the workmen under the orders of Appropriate authority at the risk and cost of the Contractor.

1.12.3.3.4 The Contractor shall submit copies of Final Settlement statement of disbursal of retrenchment benefits on retrenchment of each workman under ID Act 1948, copies of Form 6-A (Annual Return of PF Contribution) along with Copies of PF Contribution Card

of each member under PF Act and copies of monthly return on ESI Contribution – Form 6 under ESI Act1948 (If applicable) to BHEL along with the Final Bill.

1.12.3.3.5 In case of any dispute pending before the appropriate authority under ID act 1948, WC Act 1923 or ESI Act 1948 and PF Act 1952, BHEL reserve the right to hold such amounts from the final bills of the Contractor which will be released on submission of proof of settlement of issues from the appropriate authority under the act.

1.12.3.3.6 In case of any dispute prolonged/pending before the authority for the reasons not attributable to the contractor, BHEL reserves the right to release the final bill of the contractor on submission of Indemnity bond by the contractor indemnifying BHEL against any claims that may arise at a later date without prejudice to the rights of BHEL.

1.12.3.3.7 All the Statutory requirements such as ESI, PF etc as per labour laws have to be met by the bidder and proof of compliance shall be submitted to BHEL.

1.12.3.3.8 Necessary insurance (covering WC act) for the work men engaged by the contractor has to be met at their cost and copy of the same shall be submitted before commencement of work. The contractor shall follow and comply with all safety rules of the Employer, relevant provisions of applicable law pertaining to the safety of workmen, employees, plant & equipment as may be prescribed from time to time without any demur, protest or contest or reservation. In case of any non-conformity between statutory requirement and safety rules of the Employer referred above. The later shall be binding on the contractor unless the statutory provisions are more stringent.

1.12.3.3.9 If the contractor does not take all safety precautions and /or fails to comply with the safety rules as prescribed by the Employer or under the applicable law for the safety of the equipment and plant and for the safety of the personnel and contractor does not prevent hazardous conditions which cause injury to his own employees or employees of other contractors or the Employer's employees or any other person who are at site, the contractor shall be responsible for payment of compensation to concerned agency/BHEL as applicable.

1.12.3.3.10 An indemnity bond shall be given as per GCC by the contractor stating that all expenditure caused due to failure of statutory obligations of the part of the tender shall be borne by the contractor.

1.12.3.3.11 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.

1.12.3.3.12 All the necessary certificates and licenses required to carry out this work are to be arranged by the contractor expeditiously at his cost.

1.12.3.3.13 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.

1.12.3.3.14 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.

1.12.3.3.15 Contractors shall ensure that all their Staff / Employees are exposed to periodical training programme conducted by qualified agencies/ personnel on the latest ISO 9001 Standards.

1.12.4 DEPLOYMENT OF SKILLED / SEMI-SKILLED TRADESMEN

The following clause is applicable in case the contract value / contract price is Rs. Five crores and above.

The contractor shall, at all stages of work deploy skilled / semi-skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute / Industrial Training Institute / National Institute of Construction Management and Research (NICMAR), National Academy of Construction, CIDC or any similar reputed and recognized Institute managed / certified by State / Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled / semi-skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer-in-Charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer-in-Charge. Failure on the part of contractor to obtain approval of Engineer-in-Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate of Rs. 100 per such tradesman per day. Decision of Engineer-in-Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding.

1.12.5 RECOVERY OF COMPENSATION PAID TO VICTIM(S) BY BHEL IN CASES OF DEATH/ PERMANENT INCAPACITATION OF PERSON DUE TO AN ACCIDENT DURING THE WORKS

BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.

- a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.
- b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing / operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works /during working at BHEL Units/ Offices/ townships and premises/ Project Sites.
- c) Compensation in respect of each of the victims:
 - (i) In the event of death or permanent disability resulting from Loss of both limbs: Rs. 10,00,000/- (Rs. Ten Lakh)
 - (ii) In the event of other permanent disability: Rs. 7,00,000/- (Rs. Seven Lakh)

Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2 (I) of the Employee's Compensation Act, 1923.

VOLUME-IA PART – II CHAPTER 1

CORRECTIONS / REVISIONS IN SPECIAL CONDITIONS OF CONTRACT, GENERAL CONDITIONS OF CONTRACT AND FORMS & PROCEDURES

SI No: 1

Clause 4.1.11 under 'Obligations of Contractor' in SCC is deleted.

SI No: 2:

OCCUPATIONAL HEALTH, SAFETY & ENVIRONMENT MANAGEMENT/ QUALITY ASSURANCE PROGRAMME

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

Chapter IX Clause 9.1 is modified as below:

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.

SI No: 3:

- Void -

SI No: 4:

Earnest Money Deposit (EMD) clause 1.9 in General Conditions of Contract (GCC) (Volume I Book-II) is revised as under.

1.9 EARNEST MONEY DEPOSIT

1.9.1 Every tenderer shall submit the prescribed amount of Earnest Money Deposit (EMD) to BHEL PSSR YADADRI SITE only in the following forms: -

- i. Electronic Fund Transfer credited in BHEL account (before tender opening)
- ii. Through Online EMD payment portal of BHEL with SBI (before tender opening)
- 1. Banker's cheque or Pay order or Demand Draft in favour of '**Bharat Heavy Electricals Limited**' (along with offer) and payable at DAMARCHERLA, NALGONDA.
- iii. Fixed Deposit Receipt (FDR) issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL) along with the offer.
- iv. In case EMD amount is more than Rs. Two Lakhs, Tenderer has the option to submit Rs. Two lakhs in the forms described above in clause no. 1.9.1. (i) to (iv) and the remaining amount over and above Rs. Two Lakhs in the form of Bank Guarantee from Scheduled Bank (along with the Offer).

Note:

- a) Proforma of Bank Guarantee (in lieu of Earnest Money)- Form WAM 23 is enclosed with this Tender.
- b) The Bank Guarantee shall be valid for at least six months from the due date of tender submission mentioned in the Notice Inviting Tender.
- c) Date of Expiry of Claim shall be as given in Proforma of Bank Guarantee (in lieu of Earnest Money)- Form WAM 23.

Bank Details for the purpose of Taking EMD is mentioned in NIT

- 1.9.2 EMD shall not carry any interest.
- 1.9.3 EMD by the Tenderer will be forfeited as per NIT Conditions, if:
 - i. After opening the tender and within the offer validity period, the Tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
 - ii. The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/Contract.
- 1.9.4 EMD given by all unsuccessful tenderers will be refunded normally within 15 days of award of work.
- 1.9.5 EMD of successful tenderer will be retained as part of Security Deposit.
- 1.9.6 EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant" Guidelines on Suspension of Business dealings with suppliers/contactors" and forfeited / released based on the action determined under these guidelines.

SI No: 5

SECURITY DEPOSIT The SECURITY DEPOSIT (SD) clause 1.10 published in General Conditions of Contract (Volume I Book-II) is revised as under.

1.10 Security Deposit:

- 1.10.1 Upon acceptance of Tender, the successful Tenderer should deposit the required amount of Security Deposit for satisfactory completion of work, as given below:
- 1.10.2 The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.
- 1.10.3 The security Deposit should be furnished before start of the work by the contractor.
- 1.10.4 Modes of deposit:
 - 1.10.4.1 The balance amount to make up the required Security Deposit of 5% of the contract value may be furnished in any one of the following forms
 - i. Cash (as permissible under the extant Income Tax Act)
 - ii. Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
 - iii. Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format for Security Deposit shall be in the prescribed formats.

iv. Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.

v. Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL and discharged on the back)

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

1.10.5 At least 50% of the Security Deposit including the EMD should be deposited in any form as prescribed before start of the work and the balance 50% of the Security Deposit will be recovered by deducting 10% of the gross amount progressively from each running bills of the contractor till the total amount of the required Security Deposit is collected.

1.10.6 The recoveries made from running bills (cash deduction towards balance SD amount) will be released against submission of equivalent Bank Guarantee in the prescribed formats, but only once, before completion of work.

1.10.7 The Security Deposit shall not carry any interest.

1.10.8 If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the excess Security Deposit due to the enhancement shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.

1.10.9 A) The validity of Bank Guarantees towards Security Deposit shall be initially upto the completion period as stipulated in the Letter of Intent/Award + 3 months, and the same shall be kept valid by proper renewal till the acceptance of Final Bills of the Contractor, by BHEL

B) Date of Expiry of Claim shall be as given in the prescribed formats for Bank Guarantee towards Security Deposit

1.10.10 BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit against any claims of other contracts with BHEL.

1.10.11 Penalty for Delayed Remittance of Security Deposit

If the contractor fails to furnish SD before start of work, in line with 1.10.3 above, Simple Interest against delayed remittance of the Security Deposit shall be deducted from the sub-contractor at the rate of SBI PLR + 2% on the value of 50% SD of the contract, for the delayed period (i.e., period between start of work and date of remittance of Initial SD, i.e., atleast 50% of SD). In case, the delayed period has different SBI PLR rates, Simple Interest shall be calculated based on different rates by considering the corresponding time period. On similar lines Penalty shall be levied for delayed remittance of Additional Security Deposit (if applicable).

Note: - Bank details & SFMS details provided above in Sl. No. 04 Earnest Money Deposit may be used for the purpose of arranging Bank Guarantees towards Security Deposit / Additional Security Deposit also.

SI No: 6

Clause 2.7.2 and 2.7.3 in GCC regarding Rights of BHEL is revised as under:

2.7.2.

2.7.2.1 To terminate the contract or withdraw portion of work and get it done through other agency, at the risk and cost of the contractor after due notice of a period of 14 days' by BHEL in any of the following cases:

- i. Contractor's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor including unexecuted portion of work does not appear to be executable within balance available period considering its performance of execution.
- ii. Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
- iii. Non-completion of work by the Contractor within scheduled completion period as per Contract or as extended from time to time, for the reasons attributable to the contractor.
- iv. Termination of Contract on account of any other reason (s) attributable to Contractor.
- v. Assignment, transfer, subletting of Contract without BHEL's written permission.
- vi. Non-compliance to any contractual condition or any other default attributable to Contractor

Risk & Cost Amount against Balance Work:

Risk & Cost amount against balance work shall be calculated as follows: Risk & Cost Amount= $[(A-B) + (A \times H/100)]$

Where,

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

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

H = Overhead Factor to be taken as 5

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

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

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for

'Termination of Contract', shall be taken as balance scope of Work for calculating risk & cost amount. Contract quantities are the quantities as per original contract. If, Contract has been amended,

quantities as per amended Contract shall be considered as Contract Quantities.

Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items

total Quantities as per issued drawings would be deemed to be contract quantities.

Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute/ extra items which have been executed but

rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.

However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.

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

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

LD against delay in executed work shall be calculated in line with LD clause no. 2.7.9 of GCC, for the delay attributable to contractor. For limiting the maximum value of LD, contract value shall be taken as Executed Value of work till termination of contract.

Method for calculation of "LD against delay in executed work in case of termination of contract" is given below.

- i). Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor = T1
- ii). Let the value of executed work till the time of termination of contract= X
- iii). Let the Total Executable Value of work for which inputs/fronts were made available to contractor and were planned for execution till termination of contract = Y
- iv). Delay in executed work attributable to contractor i.e. $T2=[1-(X/Y)] \times T1$
- v). LD shall be calculated in line with LD clause (clause 2.7.9) of the Contract for the delay attributable to contractor taking "X" as Contract Value and "T2" as period of delay attributable to contractor.

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

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

Following sequence shall be applicable for recoveries from contractor:

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

Bills/Running Bills/SD/BGs/Final Bills of contractor.

iii) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor.

SL No: 7: PENALTY FOR INTERMEDIATE MILESTONES– Not applicable

SL No: 8: OVERRUN COMPENSATION (ORC) -Not applicable

SL No: 9: QUANTITY VARIATION- Not applicable

SL. No: 10: INTEREST BEARING RECOVERABLE ADVANCE - Not applicable

SL No: 11: PRICE VARIATION COMPENSATION (PVC) – Not applicable

SL No: 12

Clauses 2.21 in GCC regarding Arbitration is amended as below

2.21 ARBITRATION & CONCILIATION

2.21.1 ARBITRATION:

2.21.1.1 Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 2.21.2 herein below or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, commence arbitration in respect of such Dispute by issuance of a notice in terms of section 21 of the Arbitration

& Conciliation Act, 1996 (hereinafter referred to as the 'Notice'). The Notice shall contain the particulars of all claims to be referred to arbitration in sufficient detail and shall also indicate the monetary amount of such claim. The arbitration shall be conducted by a sole arbitrator to be appointed by the Head of the BHEL Power Sector Region issuing the Contract within 60 days of receipt of the complete Notice. The language of arbitration shall be English.

The Arbitrator shall pass a reasoned award.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder as in force from time to time shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Chennai (the place from where the contract is Issued). The Contract shall be governed by and be construed as per provisions of the laws of India. Subject to this provision 2.21.1.1 regarding ARBITRATION, the principal civil court exercising ordinary civil jurisdiction over the area where the seat of arbitration is located shall have exclusive jurisdiction over any DISPUTE to the exclusion of any other court.

2.21.1.2 In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 as amended from time to time.

2.21.1.3 The cost of arbitration shall initially be borne equally by the Parties subject to the final allocation thereof as per the award/order passed by the Arbitrator.

2.21.1.4 Notwithstanding the existence of any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under

this Contract with due diligence and expedition in a professional manner unless the dispute inter-alia relates to cancellation, termination or short-closure of the Contract by BHEL.

2.21.2 CONCILIATION:

If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract), which the Parties are unable to settle mutually, arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

Notes:

1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

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 in Procedure 2.3 enclosed in Vol 1A Part II Chapter 4. The Procedure 2.3 together with its Formats will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this GCC.

The Contractor hereby agrees that BHEL may make any amendments or modifications to the provisions stipulated in the Procedure 2.3 enclosed in Vol 1A Part II Chapter 5 from time to time and confirms that it shall be bound by such amended or modified provisions of the Procedure 2.3 with effect from the date as intimated by BHEL to it.

2.21.3 No Interest payable to Contractor

Notwithstanding anything to the contrary contained in any other document comprising in the Contract, no interest shall be payable by BHEL to Contractor on any moneys or balances including but not limited to the Security Deposit, EMD, Retention Money, RA Bills or the Final Bill, or any amount withheld and/or appropriated by BHEL etc., which becomes or as the case may be, is adjudged to be due from BHEL to Contractor whether under the Contract or otherwise.

SI No: 13

The chapter Reverse auction procedure published in 'Forms and Procedures' of Volume I Book-II stands deleted. Reverse Auction Guidelines available in the website <http://www.bhel.com> shall be applicable.

SI No: 14: Monthly Performance Evaluation of Contractor– Not applicable

SI No: 15: Performance Evaluation of Contractor– Not applicable

SI No: 16

Clause 2.22 in GCC regarding Retention Amount is revised as under:

2.22 Performance security Deposit

2.22.1 After award of work, before commencement of work at site Vendor shall submit 5% of the contract value towards Performance Security Deposit, in the form of (a) or (b) below. In addition, Performance Security deposit on PVC will be recovered at the rate of 5% from every running bill.

(a) CASH (DD/Online payment), 5% of the contract Value towards Performance security deposit, before commencing the contract.

(or)

(b) Recovery 5% from Each Running Bill towards Performance security deposit.

(Note: Subcontractor has to choose either Option (a) or (b) before issue of Detailed LOI).

2.22.2 Refund of Performance Security Deposit:

50% of performance security deposit shall be released along with the final bill and the balance 50% will be released after completion of Performance Guarantee Period (i.e., after expiry of Guarantee period), provided all the defects noticed during the guarantee period have been rectified to the satisfaction of BHEL Site Engineer/BHEL Construction Manager, and after deducting all expenses/other amounts due to BHEL under the contract/other contracts entered into by BHEL with them. This portion of Performance Security Deposit, amount can be released on commencement

SI No: 17 Integrity Pact - Not Applicable

SI No:18

The following clauses of General Conditions of Contract (GCC), Special Conditions of Contract (SCC) and Forms & Procedures are Not Applicable for this tender.

GCC

2.7.9 – Liquidated Damages,

2.9 – Progress Monitoring, Monthly review and Performance Evaluation,

2.10 – Time of Completion,

2.11.2, 2.11.4, 2.11.6 – Extension for Time of Completion,

2.12 – ORC,

2.13 – Interest Bearing Recoverable Advance,

2.14- Quantity Variation,

2.15 – Extra Works,

2.16 - Supplementary Items,

- 2.17 – PVC,
- 2.24 – Performance Guarantee for Workmanship.

SCC

- 1.0 – General Intent of the Specifications
- 2.0 – General Services to be rendered by the Bidder
- 3.0 – General technical Requirements
- 4.0 – Obligations of Contractor
- 6.0 -- Material handling, Storage, Preservation, etc.,
- 7.0 – Drawings
- 8.0 – Inspection and Quality
- 11.0 – Performance Monitoring.

Forms and Procedures

- 1.14 – Monthly plan and review with contractors (Form F-14 Rev 01)
- 1.15 – Monthly performance Evaluation of Contractor (Form F-15 Rev 02)
- 1.17 – Evaluation of Contractor Performance Annual (Form F-17 Rev 01)
- 1.18 – Evaluation of Contractor Performance for the contract (Overall)
(Form F-18 Rev01)
- 1.19 – Milestone Completion Certificate (Form F-19 Rev 00)
- 1.22 – Completion Certificate (Form F – 20 Rev 01)
- 1.26 -Analysis of unit rates quoted (Form F-26)

SI No:19

Existing format on Bank Guarantee for Security Deposit, as available in Form No F-11 of Volume ID Forms and procedure stands Deleted. Revised Format for PROFORMA OF BANK GUARANTEE (in lieu of SECURITY DEPOSIT) is enclosed.

SI No: 20

Following paragraph has been added in clause 2.7.1 under clause 2.7 "Rights of BHEL" of GCC (Rev. 01).

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

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/counter-claims 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.
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 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)

Sl No	Particulars	Amount
		<p>In cases involving claim and/or counter-claim of more than Rs 10 crores.</p> <p>Rs 1,00,000/- (per Conciliator)</p> <p>Note: The aforesaid fees for the drafting of the Settlement Agreement shall be paid on the,</p> <p>Signing of the Settlement Agreement after approval of the Competent Authority</p> <p>or</p> <p>Rejection of the proposed Settlement Agreement by the Competent Authority of BHEL.</p>
3	Secretarial expenses	<p>Rs 10,000/- (one time) for the whole case for Conciliation by a Sole Member IEC.</p> <p>Where Conciliation is by multi member Conciliators -Rs 30,000/- (one time)- to be paid to the IEC</p>
4	Travel and transportation and stay at outstation 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.
	Others	<p>As per the extant entitlement of whole time Functional Directors in BHEL.</p> <p>Ordinarily, the IEC Member(s) would be entitled to travel by air Economy Class.</p>
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 /

Sl No	Particulars	Amount
		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 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.

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):

SI. 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.*

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.

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.

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.







(On non-Judicial paper of appropriate value)
(Para 4.7.6 of Works Accounts Manual)

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* through its unit at *Bharat Heavy Electricals Limited, Power Sector Southern Region, Tek Towers, No.11, Old Mahabalipuram Road, Okkiyam Thoraipakkam, Chennai – 600097*.

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 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 upto 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)

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).

PROFORMA OF BANK GUARANTEE (in lieu of SECURITY DEPOSIT)

(On non-Judicial paper of appropriate value)

(Para 4.7.6 of Works Accounts Manual)

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* through its unit at *Bharat Heavy Electricals Limited, Power Sector Southern Region, Tek Towers, No.11, Old Mahabalipuram Road, Okkiyam Thoraipakkam, Chennai - 600097* 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

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.

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)

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).