

**TENDER SPECIFICATION  
YTPS: SCT: 202206-108**

**“Civil and architectural works of super-structure of power house, bunker,  
ESP control room, auxiliary boiler, ID duct and other areas of main plant of  
Unit-1 & 3”**

**At**

**5x800 MW Yadadri TPS**

**VOLUME – I**



**BHARAT HEAVY ELECTRICALS LIMITED**

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

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

2022

# Volume-I: NOTICE INVITING TENDER

Bharat Heavy Electricals  
Limited



## NOTICE INVITING TENDER (NIT)

=====

To,

All Bidders

Dear Sir/Madam

Sub: NOTICE INVITING TENDER

Sealed offers in two-part bid system {National competitive bidding (NCB)} are invited from reputed & experienced bidders (meeting PRE QUALIFICATION CRITERIA as mentioned in Annexure-1) for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Following points relevant to the tender may please be noted and complied with.

### 1.0 Salient Features of NIT

SL NO	ISSUE	DESCRIPTION	
i	<b>TENDER NUMBER</b>	YTPS: SCT: 202206-108	
ii	<b>BROAD SCOPE OF JOB</b>	Civil and architectural works of super-structure of power house, bunker, ESP control room, auxiliary boiler, ID duct and other areas of main plant of Unit-1 & 3 at 5x800 MW Yadadri TPS	
iii	<b>DETAILS OF TENDER DOCUMENT</b>		
a	Volume-IA	Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Procedures, Terms of payment, etc.	Applicable
b	Volume-IB	Special Conditions of Contract (SCC) Civil & Structural Works (30.03.2022, R-00)	Applicable
c	Volume-IC	General Conditions of Contract (GCC) PS:MSX:GCC, Rev-2 dated: June 16, 2021	Applicable
d	Volume-ID	Forms and Procedures Rev. 01 Dt. 01 Jun 2012 Amendment 01 dated October 01, 2015	Applicable
e	Volume-II	Price Schedule (Absolute value).	Applicable
iv	<b>ISSUE OF TENDER DOCUMENTS</b>	Tender documents will be available for downloading from BHEL website ( <a href="http://www.bhel.com">www.bhel.com</a> ) as per schedule below:  <b>Start - 22/06/2022, Time - 17:00 Hrs</b> <b>Closes - 06/07/2022, Time - 14:30 Hrs</b>  Brief information of the tenders shall also be available at central public procurement portal. ( <a href="https://eprocure.gov.in/epublish/app">https://eprocure.gov.in/epublish/app</a> )	Applicable

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

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: [www.bhel.com](http://www.bhel.com)

# NOTICE INVITING TENDER

Tender Specification No. - YTPS: SCT: 202206-108

Page 4 of 86

v	<b>DUE DATE &amp; TIME OF OFFER SUBMISSION</b>	<p><b>Date - 06/07/2022, Time - 15:00Hrs</b></p> <p><i>Bid shall be submitted (By Post or Person) in the Tender Box available at following Address:</i></p> <p style="text-align: center;"><i>Finance Department – BHEL 5x800 MW Yadadri TPS Damarcherla (M), Nalgonda (D) – 508355 (Telangana)</i></p> <p><i>or through E-mail at <b>tender.yadadri@bhel.in</b></i></p>	Applicable
vi	<b>OPENING OF TENDER</b>	<p><b>Date - 06/07/2022, Time - 15:30Hrs</b></p> <p><b>Notes:</b></p> <p><i>1. In case the due date of opening of tender becomes a non-working day, then the due date &amp; time of offer submission and opening of tenders get extended to the next working day.</i></p> <p><i>2. Bidder may depute representative to witness the opening of tender.</i></p>	Applicable
vii	<b>EMD AMOUNT</b>	<i>Rs. 28,10,602/- (Rs. Twenty Eight Lakh Ten Thousand Six Hundred Two Only).</i>	Applicable
viii	<b>COST OF TENDER</b>	<i>Free</i>	Not Applicable
ix	<b>LAST DATE FOR SEEKING CLARIFICATION</b>	<p><b>Date - 02/07/2022, Time - 17:00 Hrs</b></p> <p><i>Clarification requirement will be sent to the officer inviting tender.</i></p>	Applicable
x	<b>SCHEDULE OF Pre Bid Discussion (PBD)</b>	<b>Date - __/__/2022, Time - __:__:__ Hrs onwards</b>	Not Applicable
xi	<b>INTEGRITY PACT &amp; DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)</b>		Applicable
xii	<b>Latest updates</b>	<i>Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc. to Tender Specifications will be hosted in BHEL webpage (www.bhel.com → Tender Notifications → View Corrigendums) &amp; Central Public Procurement portal (https://eprocure.gov.in/epublish/app). Bidders to keep themselves updated with all such information.</i>	Applicable

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

3.0 **Not used.**

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

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

# NOTICE INVITING TENDER

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

For Electronic Fund Transfer the details are as below:-

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

b) **Bank Particulars**

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

(Note -: In case of tender to be submitted through E-mail, proof of remittance of EMD should be attached in the E-mail and originals, as applicable, shall be sent to the officer inviting tender within a reasonable time, failing which the offer is liable to be rejected.

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

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

The tender shall be submitted through E-mail having attachment less than 20MB (In case, attachment is more than 20MB, 2 or 3 or so on mail may be submitted and should be indicated as 1 of 2, 2 of 2 or 1 of 3, 2 of 3, 3 of 3, etc.) EXCEPT EMD (in physical form) as mentioned below:

### **I. Technical Tender (UN priced Tender):**

All Technical details (e.g. Eligibility Criteria requested (as mentioned below)) should be attached in E-mail. Bidders shall furnish the following information along with technical tender (preferably in pdf format):

- (a) Earnest Money Deposit (EMD) furnished in accordance with NIT Clause 4.0. Alternatively, documentary evidence for claiming exemption as per clause 29 of NIT.
- (b) Technical Bid (without indicating any prices).

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

- (a) Prices are to be quoted in the attached Price Bid format (password protected) through E-mail. The password of the submitted Price Bid shall be asked from Bidder through E-mail for opening of the Price Bid.
- (b) The price should be quoted for the accounting unit indicated in the tender document.
- (c) **Note:** It is the responsibility of tenderer to go through the Tender document to ensure furnishing all required documents in addition to above, if any. Any deviation would result in REJECTION of tender and would not be considered at a later stage at any cost by BHEL.
- (d) A person signing (digitally or manually) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do

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

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: [www.bhel.com](http://www.bhel.com)

# NOTICE INVITING TENDER

so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.

- (e) A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

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

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

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

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

Sl. No.	Description	Remarks
	<b>Part-I</b>	
	<p><b>ENVELOPE – I super-scribed as:</b>                      PART-I (TECHNO COMMERCIAL BID)                      TENDER NO :                      NAME OF WORK :                      PROJECT:                      DUE DATE OF SUBMISSION:</p> <p><b>CONTAINING THE FOLLOWING:-</b></p>	
i.	Covering letter/Offer forwarding letter of Tenderer.	
ii.	Duly filled-in 'No Deviation Certificate' as per prescribed format to be placed after document under sl no (i) above.  <b>Note:</b> <ol style="list-style-type: none"> <li>a. In case of any deviation, the same should be submitted separately for technical &amp; commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be placed after document under sl no (i) above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained.</li> <li>b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding.                             <ol style="list-style-type: none"> <li>i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL</li> <li>ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender</li> </ol> </li> </ol>	
iii.	Supporting documents/ annexure/ schedules/ drawing etc. as required in line with Pre-Qualification criteria.  It shall be specifically noted that all documents as per above shall be indexed properly and credential certificates issued by clients shall distinctly bear the name of organization, contact ph. no, FAX no, etc.	
iv.	All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc. pertinent to this NIT.	
v.	Integrity Pact Agreement (Duly signed by the authorized signatory)	
vi.	Duly filled-in annexures, formats etc. as required under this Tender Specification/NIT	

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

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

# NOTICE INVITING TENDER

Tender Specification No. - YTPS: SCT: 202206-108

Page 7 of 86

vii.	Notice inviting Tender (NIT)	
viii.	Volume – I A : <u>Technical</u> Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc.	
ix.	Volume – I B : Special Conditions of Contract (SCC)	
x.	Volume – I C : General Conditions of Contract (GCC)-Modified	
xi.	Volume – I D : Forms & Procedures	
xii.	Volume – II (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item	
xiii.	Any other details preferred by bidder with proper indexing.	

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

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

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

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

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: [www.bhel.com](http://www.bhel.com)

# NOTICE INVITING TENDER

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:**

**A. Bidder's capacity for executing the job under tender shall be assessed 'LOAD' wise and 'PERFORMANCE' wise as per the following:**

- I. **LOAD:** Load takes into consideration **ALL** the contracts of the Bidder under execution with BHEL Regions, irrespective of whether they are similar to the tendered scope or not. The cut off month for reckoning 'Load' shall be the 3<sup>rd</sup> Month preceding the month corresponding to the 'latest date of bid submission', in the following manner -  
**(Note:** For example, if latest bid submission is in Jan 2017, then the 'load' shall be calculated up to and inclusive of Oct 2016)

Total number of Packages in hand = Load (P)

Where 'P' is the sum of all unit wise identified packages (refer table-1) under execution with BHEL Regions as on the cut off month defined above, including packages yet to be commenced, excepting packages which are on Long Hold.

- II. **PERFORMANCE:** Here 'Monthly Performance' of the bidder for all the packages (under execution/ executed during the 'Period of Assessment' in all Power Sector Regions of BHEL) **SIMILAR** to the packages covered under the tendered scope, excepting packages not commenced shall be taken into consideration. The 'Period of Assessment' shall be 6 months preceding and including the cut off month. The cut off month for reckoning 'Period of Assessment' shall be the 3<sup>rd</sup> Month preceding the month corresponding to 'latest date of bid submission', in the following manner:  
**(Note:** For example, if 'latest date of bid submission' is in Jan 2017, then the 'performance' shall be assessed for a 6 months' period up to and inclusive of Oct 2016 (i.e. from May 2016 to Oct 2016), for all the unit wise identified packages (refer Table I))

- i). Calculation of Overall 'Performance Rating' for 'Similar Package/Packages' for the tendered scope under execution at Power Sector Regions for the 'Period of Assessment':

This shall be obtained by summing up the 'Monthly Performance Evaluation' scores obtained by the bidder in all Regions for all the similar Package/packages', divided by the total number of Package months for which evaluation should have been done, as per procedure below:

- a)  $P_1, P_2, P_3, P_4, P_5, \dots, P_N$  etc. be the packages (under execution/ executed during the 'Period of Assessment' in all Regions of BHEL) **SIMILAR** to the packages covered under the tendered scope, excepting packages not commenced. Total number of similar packages for all Regions =  $P_T$  (i.e.  $P_T = P_1 + P_2 + P_3 + P_4 + \dots + P_N$ )
- b) Number of Months ' $T_1$ ' for which 'Monthly Performance Evaluation' as per relevant formats, should have been done in the 'Period of Assessment' for the corresponding similar package  $P_1$ . Similarly  $T_2$  for package  $P_2, T_3$  for package  $P_3$ , etc. for the tendered scope. Now calculate cumulative total months ' $T_T$ ' for total similar Packages ' $P_T$ ' for all Regions (i.e.  $T_T = T_1 + T_2 + T_3 + T_4 + \dots + T_N$ )

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

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



# NOTICE INVITING TENDER

- c) Sum 'S<sub>1</sub>' of 'Monthly Performance Evaluation' Scores (S<sub>1-1</sub>, S<sub>1-2</sub>, S<sub>1-3</sub>, S<sub>1-4</sub>, S<sub>1-5</sub>... S<sub>1-T1</sub>) for similar package P<sub>1</sub>, for the 'period of assessment' 'T<sub>1</sub>' (i.e. S<sub>1</sub> = S<sub>1-1</sub>+ S<sub>1-2</sub>+ S<sub>1-3</sub>+ S<sub>1-4</sub>+ S<sub>1-5</sub>+...S<sub>1-T1</sub>). Similarly, S<sub>2</sub> for package P<sub>2</sub> for period T<sub>2</sub>, S<sub>3</sub> for package P<sub>3</sub> for period T<sub>3</sub> etc. for the tendered scope for all Regions. Now calculate cumulative sum 'S<sub>T</sub>' of 'Monthly Performance Evaluation' Scores for total similar Packages 'P<sub>T</sub>' for all Regions (i.e. 'S<sub>T</sub>'= S<sub>1</sub>+ S<sub>2</sub>+ S<sub>3</sub>+ S<sub>4</sub>+ S<sub>5</sub>+.... S<sub>N</sub>.)
- d) **Overall Performance Rating 'R<sub>BHEL</sub>' for the Similar Package/Packages** (under execution/ executed during the 'Period of Assessment') in all the Power Sector Regions of BHEL

$$= \frac{\text{Aggregate of Performance scores for all similar packages in all the Regions}}{\text{Aggregate of months for each of the similar packages for which performance should have been evaluated in all the Regions}}$$

$$= \frac{S_T}{T_T}$$

- e) **Bidders to note that the risk of non-evaluation or non-availability of the 'Monthly Performance Evaluation' reports as per relevant formats is to be borne by the Bidder.**
- f) **Table showing methodology for calculating 'a', 'b' and 'c' above**

Sl. No.	Item Description	Details for all Regions							Total
		(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)	
(i)	(ii)								(x)
1	Similar Packages for all Regions → (under execution/ executed during period of assessment)	P <sub>1</sub>	P <sub>2</sub>	P <sub>3</sub>	P <sub>4</sub>	P <sub>5</sub>	...	P <sub>N</sub>	Total No. of similar packages for all Regions = P <sub>T</sub> i.e. Sum (Σ) of columns (iii) to (ix)
2	Number of Months for which 'Monthly Performance Evaluation' as per relevant formats should have been done in the 'period of assessment' for corresponding Similar Packages ( as in row 1)	T <sub>1</sub>	T <sub>2</sub>	T <sub>3</sub>	T <sub>4</sub>	T <sub>5</sub>	...	T <sub>N</sub>	Sum (Σ) of columns (iii) to (ix)  = T <sub>T</sub>
3	Monthly performance scores for the corresponding period ( as in Row 2)	S <sub>1-1</sub> , S <sub>1-2</sub> , S <sub>1-3</sub> , S <sub>1-4</sub> , ... S <sub>1-T1</sub>	S <sub>2-1</sub> , S <sub>2-2</sub> , S <sub>2-3</sub> , S <sub>2-4</sub> , ... S <sub>2-T2</sub>	S <sub>3-1</sub> , S <sub>3-2</sub> , S <sub>3-3</sub> , S <sub>3-4</sub> , ... S <sub>3-T3</sub>	S <sub>4-1</sub> , S <sub>4-2</sub> , S <sub>4-3</sub> , S <sub>4-4</sub> , ... S <sub>4-T4</sub>	S <sub>5-1</sub> , S <sub>5-2</sub> , S <sub>5-3</sub> , S <sub>5-4</sub> , ... S <sub>5-T5</sub>	.. ... ...	S <sub>N-1</sub> , S <sub>N-2</sub> , S <sub>N-3</sub> , S <sub>N-4</sub> , ... S <sub>N-TN</sub>	-----

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

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

# NOTICE INVITING TENDER

Sl. No.	Item Description	Details for all Regions							Total
		(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)	
4	Sum of Monthly Performance scores of the corresponding Package for the corresponding period (as in row-3)	$S_1$	$S_2$	$S_3$	$S_4$	$S_5$	...	$S_N$	Sum ( $\Sigma$ ) of columns (iii) to (ix) = $S_T$

ii). Calculation of Overall 'Performance Rating' ( $R_{BHEL}$ ) in case at least 6 evaluation scores for 'similar Package/Packages' for the tendered scope ARE NOT AVAILABLE, during the 'Period of Assessment':

This shall be obtained by summing up the 'Monthly Performance Evaluation' scores obtained by the bidder in all Regions for ALL the packages, divided by the total number of Package months for which evaluation should have been done. ' $R_{BHEL}$ ' shall be calculated subject to availability of 'performance scores' for at least 6 'package months' in the order of precedence below:

- a) 'Period of Assessment' i.e. 6 months preceding and including the cut-off month
- b) 12 months preceding and including the cut-off month
- c) 24 months preceding and including the cut-off month

In case,  $R_{BHEL}$  cannot be calculated as above, then Bidder shall be treated as 'NEW VENDOR'. Further eligibility and qualification of this bidder shall be as per definition of 'NEW VENDOR' described in 'Explanatory Notes'.

iii). Factor "L" assigned based on Overall Performance Rating ( $R_{BHEL}$ ) at Power Sector Regions:

Sl. no.	Overall Performance Rating ( $R_{BHEL}$ )	Corresponding value of 'L'
1	=60	NA
2	> 60 and $\leq$ 65	0.4
3	> 65 and $\leq$ 70	0.35
4	> 70 and $\leq$ 75	0.25
5	> 75 and < 80	0.2
6	$\geq$ 80	NA

### III. 'Assessment of Capacity of Bidder':

'Assessment of Capacity of Bidder' is based on the Maximum number of packages for which a vendor is eligible, considering the performance scores of similar packages, as below:

Max number of packages  $P_{Max} = (R_{BHEL} - 60)$  divided by corresponding value of 'L', i.e.  $(R_{BHEL} - 60)/L$

Note:

- i). In case the value of  $P_{Max}$  results in a fraction, the value of  $P_{Max}$  is to be rounded off to next whole number
- ii). For  $R_{BHEL} = 60$ ,  $P_{Max} = '1'$
- iii). For  $R_{BHEL} \geq 80$ , there will be no upper limit on  $P_{Max}$

The Bidder shall be considered 'Qualified' as per 'Assessment of Capacity of Bidder' for the subject Tender if  $P \leq P_{Max}$

(Where P is calculated as per clause 'I' above)

### IV. Explanatory note:

- i). Similar package means Boiler or ESP or Piping or Turbine or Civil or Structure or Electrical or C&I etc. at the individual level irrespective of rating of Plant and irrespective of whether the subject tender is a single package or as part of combined/composite packages. Normally Boiler, ESP, Piping,

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

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

# NOTICE INVITING TENDER

Turbine, Electrical, C&I, Civil, Structure etc. is considered individual level of package. For example, in case the tendered scope is a Boiler Vertical Package comprising of Boiler, ESP and Power Cycle Piping (i.e. the 'identified packages as per Table-1 below), the 'PERFORMANCE' part against sl.no. II above, needs to be evaluated considering all the identified packages (i.e. Boiler, ESP and Power Cycle Piping) and finally the Bidder's capacity to execute the tendered scope is assessed in line with III above.

ii). Identified Packages (Unit wise)

**Table-1**

Civil	Electrical and C&I	Mechanical
i). Enabling works ii). Pile and Pile Caps iii). Civil Works including foundations iv). Structural Steel Fabrication & Erection v). Chimney vi). Cooling Tower vii). Others (Civil)	i). Electrical ii). C&I iii). Others (Elect. and C&I)	i). Boiler & Aux (All types including CW Piping if applicable) ii). Power Cycle Piping/Critical Piping iii). ESP iv). LP Piping v). Steam Turbine Generator set & Aux vi). Gas Turbine Generator set & Aux vii). Hydro Turbine Generator set & Aux viii). Turbo Blower (including Steam Turbine) ix). Material Management x). FGD xi). ACC xii). Others (Mechanical)

iii). Bidders who have not been evaluated for at least six package months in the last 24 months preceding and including the Cut-off month in the online BHEL system for contractor performance evaluation in BHEL PS Regions, shall be considered "NEW VENDOR".

A 'NEW VENDOR' shall be considered qualified subject to satisfying all other tender conditions.

A 'NEW VENDOR' if awarded a job (of package/packages identified under this clause) shall be tagged as "FIRST TIMER" on the date of first LOI from BHEL.

The "FIRST TIMER" tag shall remain till completion of all the contracts against which vendor has been tagged as First Timer or availability of 6 evaluation scores within last 24 months preceding and including the Cut-off month in the online BHEL system for contractor performance evaluation in BHEL PS Regions.

A Bidder shall not be eligible for the next job as long as the Bidder is tagged as "FIRST TIMER" excepting for the Tenders which have been opened on or before the date of the bidder being tagged as 'FIRST TIMER'.

After removal of 'FIRST TIMER' tag, the Bidder shall be considered 'QUALIFIED' for the future tenders subject to satisfying all other tender conditions including 'Assessment of Capacity of Bidders'.

iv). Consequent upon applying the criteria of 'Assessment of Capacity of Bidders' detailed above on all the bidders qualified against Technical and Financial Qualification criteria, if the number of qualified

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

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

# NOTICE INVITING TENDER

bidders reduces to less than minimum no. of bidders required for conducting RA as per extant RA Guidelines, then for further processing of the Tender, BHEL at its discretion reserves the right to also consider the bidders who are "not qualified" as per criteria of 'Assessment of Capacity of Bidders' and for this, procedure described in following three options shall be followed:

- a) All the bidders having Overall Performance Rating ('R<sub>BHEL</sub>')  $\geq 60$  shall be considered qualified against criteria of 'Assessment of Capacity of Bidders'.
- b) If even after using option "a", the number of qualified bidders remains less than minimum no. of bidders required for conducting RA as per extant RA Guidelines, then in addition to bidders considered as per option "a", "First timer" bidders having average of available performance scores  $\geq 60$  upto and including the Cut Off month shall also be considered qualified against criteria of 'Assessment of Capacity of Bidders'.
- c) If even after using option "a" and "b", the number of qualified bidders remains less than minimum no. of bidders required for conducting RA as per extant RA Guidelines, then in addition to bidders considered as per option "a" and "b", "First timer" bidders for whom no performance score is available in the system upto and including the Cut Off month, shall also be considered qualified against criteria of 'Assessment of Capacity of Bidders'.

**Note:-** In case, the number of bidders qualified against Technical and Financial Qualification criteria itself is less than minimum no. of bidders required for conducting RA as per extant RA Guidelines, then all bidders (a)- having Overall Performance Rating ('R<sub>BHEL</sub>')  $\geq 60$ , (b)- "First timer" bidders having average of available performance scores  $\geq 60$  upto and including the Cut Off month, (c)- "First timer" bidders for whom no performance score is available in the system upto and including the Cut Off month, shall be considered qualified against criteria of 'Assessment of Capacity of Bidders' for further processing of tender.

- v). 'Under execution' shall mean works in progress as per the following:
  - a. Up to execution of 90% of anticipated Contract Value in case of Civil, MM, Structural and Turbo Blower Packages
  - b. Up to Steam Blowing in case of Boiler/ESP/Piping Packages
  - c. Up to Synchronization in all Balance Packages

Note: BHEL at its discretion can extend (or reduce in exceptional cases in line with Contract conditions) the period defined against (a), (b) and (c) above, depending upon the balance scope of work to be completed.

- vi). Contractor shall provide the latest contact details i.e. mail-ID and Correspondence Address to SCT Department, so that same can be entered in the Contractor Performance Evaluation System, and in case of any change/discrepancy same shall be informed immediately. Login Details for viewing scores in Contractor Performance Evaluation System shall be provided to the Contractor by SCT Department.
- vii). Performance Evaluation for Activity Month shall be completed in Evaluation Month (i.e. month next to Activity Month) or in rare cases in Post Evaluation Month (i.e. month next to Evaluation Month) after approval from Competent Authority. In case scores are not acceptable, Contractor can submit Review Request to GM Site/ GM Project latest by 25<sup>th</sup> of Evaluation Month or 3 days after approval of score, whichever is later. However, acceptance/rejection of 'Review Request' solely depends on the discretion of GM Site/GM Project. After acceptance of Review Request, evaluation score shall be reviewed at site and the score after completion of review process shall be acceptable and binding on the contractor.
- viii). Project on Hold due to reasons not attributable to bidder -

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

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: [www.bhel.com](http://www.bhel.com)

# NOTICE INVITING TENDER

- a. **Short hold:** Evaluation shall not be applicable for this period, however Loading will be considered.
- b. **Long hold:** Short hold for continuous six months and beyond or hold on account of Force Majeure shall be considered as Long Hold. Evaluation as well as Loading shall not be considered for this period.
- ix). Performance evaluation as specified above in this clause is applicable to Prime bidder and Consortium partner (or Technical tie up partner) for their respective scope of work.
- 10.0 Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc. before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.
- 11.0 For any clarification on the tender document, the bidder may seek the same in writing or through e-mail, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
- 12.0 **Not used for this tender.**
- 13.0 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc. or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer; else, BHEL's interpretation shall prevail.
- 14.0 Unless specifically mentioned otherwise, bidder's quoted price shall have deemed to be in compliance with tender including PBD.
- 15.0 Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), **if applicable**, along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. **The names and other details of Independent External Monitor (IEM) for the subject tender is as given at point (1) above.**

## "Integrity Pact (IP)"

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

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

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

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

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: [www.bhel.com](http://www.bhel.com)

# NOTICE INVITING TENDER

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

Note:

No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below:

Details of contact person(s):

(1)	(2)
Name: _____	Name: _____
Deptt: _____	Deptt: _____
Address: _____	Address: _____
Phone: (Landline/ Mobile) _____	Phone: (Landline/ Mobile) _____
Email: _____	Email: _____
Fax: _____	Fax: _____

- 16.0 The Bidder has to satisfy the Pre-Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre-Qualification Criteria specified in this NIT as per Annexure-I (as applicable), past performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under HOLD.
- 17.0 In case BHEL decides on a 'Public Opening', the date & time of opening of the sealed PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one authorized representative to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful/Disqualified bidders under intimation to the respective bidders.
- 18.0 Validity of the offer shall be for **three months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 19.0 BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com) on "supplier registration page".) for this tender. RA shall be conducted among all the techno-commercially qualified bidders.
- Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.
- 20.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 21.0 **Not used for this tender.**
- 22.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 23.0 **Consortium Bidding is not applicable for this Tender.**
- 24.0 The bidder shall submit documents in support of possession of 'Qualifying Requirements' duly self-certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.
- 25.0 The bidder may have to produce original document for verification if so decided by BHEL.

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

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: [www.bhel.com](http://www.bhel.com)

# NOTICE INVITING TENDER

- 26.0 The consultant / firm (and any of its affiliates) shall not be eligible to participate in tender(s) for the related works or services for the same project, if they were engaged for the consultancy services.
- 27.0 Guidelines/rules in respect of Suspension of Business dealings, Vendor evaluation format, Quality, Safety & HSE guidelines, Experience Certificate, etc. may undergo change from time to time and the latest one shall be followed. The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' is available on [www.bhel.com](http://www.bhel.com) on "supplier registration page".
- 28.0 The offers of the bidders who are on the banned/ hold list and also the offer of the bidders, who engage the services of the banned/ hold firms, shall be rejected. The list of banned/ hold firms is available on BHEL website <http://www.bhel.com>.
- 28.1 Integrity commitment, performance of the contract and punitive action thereof:
- 28.1.1 **Commitment by BHEL:**
- BHEL commits to take all measures necessary to prevent corruption in connection with the tender Process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.
- 28.1.2 **Commitment by Bidder/ Supplier/ Contractor:**
- (i) The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.
- (ii) The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.
- (iii) The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

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

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

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

31.0 **PREFERENCE TO MAKE IN INDIA:**

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

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

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

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: [www.bhel.com](http://www.bhel.com)

# NOTICE INVITING TENDER

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

Explanation

    - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.
    - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements.
  2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
  3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person has ownership of or entitlement to more than fifteen percent of the property or capital or profits of the such association or body of individuals.
  4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: [www.bhel.com](http://www.bhel.com)



# NOTICE INVITING TENDER

- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Note:

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

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

All overwriting/cutting, etc. will be numbered by bid opening officials and announced during bid opening. **(Clause applicable in case of Paper Bid only.)**

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

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

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

34.0 The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

35.0 Order of Precedence:

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

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

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

for BHARAT HEAVY ELECTRICALS LTD  
(SCT)

**Enclosure:**

- (i) Annexure-1: Pre Qualifying Requirements.
- (ii) Annexure-2: Check List.

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

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

# NOTICE INVITING TENDER

- (iii) Annexure-3: Certificate by Chartered Accountant
- (iv) Annexure-4: Reverse Auction Process Compliance Form
- (v) Annexure-5: Authorization of representative who will participate in the online Reverse Auction Process
- (vi) Annexure-6: RA Price Confirmation and Breakup
- (vii) Annexure-7: Integrity Pact
- (viii) Annexure-8: Undertaking as per C4 of Annexure-1 i.e. PQR
- (ix) Annexure-9: Declaration regarding Details of related firms and their area of activities
- (x) Annexure-10: Declaration regarding Minimum Local Content in Line With Revised Public Procurement (Preference To Make In India), Order 2017 Dated 04th June, 2020) And Subsequent Order(s)
- (xi) Annexure-11: Declaration Regarding Compliance to Restrictions Under Rule 144 (xi) of GFR 2017
- (xii) Other Tender documents as per this NIT.

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

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: [www.bhel.com](http://www.bhel.com)

# NOTICE INVITING TENDER

Tender Specification No. - YTPS: SCT: 202206-108

Page 19 of 86

## ANNEXURE - 1

### PRE-QUALIFYING REQUIREMENTS (PQR)

JOB	Civil and architectural works of super-structure of power house, bunker, ESP control room, auxiliary boiler, ID duct and other areas of main plant of Unit-1 & 3 at 5x800 MW Yadadri TPS
TENDER NO	YTPS: SCT: 202206-108

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. <b>Bidder must fill up this column as per applicability</b>
A	Submission of Integrity Pact duly signed (if applicable) (Note: To be submitted by Prime Bidder & Consortium/Technical Tie up partner jointly in case Consortium bidding is permitted, otherwise by the sole bidder)	Applicable	
B	<b>Technical</b> <b>B.1:</b> Bidder should have executed <b>“Piling or Civil or Structure or ‘Civil and Structural Works’ or RCC Chimney or RCC Cooling Tower or RCC Silo or Mill Bunker or any combination of these”</b> for any one of the following in the last seven years from latest date of bid submission. <b>B.1.1:</b> One (1) work of value not less than <b>Rs. 1448.48 Lakhs.</b> <b>Or</b> <b>B.1.2:</b> Two (2) works each of value not less than <b>Rs. 905.30 Lakhs.</b> <b>Or</b> <b>B.1.3:</b> Three (3) works each of value not less than <b>Rs. 724.24 Lakhs.</b> <b>And</b> <b>B.2:</b> Bidder Should have executed any one of the following: <b>B.2.1:</b> Executed at least <b>5205 Cum</b> of Reinforced Cement Concrete (RCC) within a common period of twelve consecutive months in cumulative of two running / completed contracts.	Applicable	

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

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

# NOTICE INVITING TENDER

	<b>Or</b>		
	<b>B.2.2:</b> Executed at least <b>3470 Cum</b> of Reinforced Cement Concrete (RCC) within a period of twelve consecutive months in one running / completed contract.		
C-1	<p><b><u>Financial</u></b></p> <p><b><u>TURNOVER</u></b></p> <p>Bidder must have achieved an average annual financial turnover (Audited) of <b>Rs. 543.18 Lakhs</b> or more over three consecutive FY from immediate four previous FYs shall be reckoned. (FY to be considered shall be FY 2017-18, 2018-19 &amp; 2019-20 or 2018-19, 2019-20 &amp; 2020-21)</p>	Applicable	
C-2	<p><b><u>NETWORTH (only in case of Companies)</u></b></p> <p>Net worth of the Bidder based on the latest Audited Accounts as furnished for 'C-1' above should be positive.</p>	Applicable	
C-3	<p><b><u>PROFIT</u></b></p> <p>Bidder must have earned profit in any one of the three Financial Years as applicable in the last three Financial Years as furnished for 'C-1' above.</p>	Applicable	
C-4	Bidder must not be under Insolvency Resolution Process or Liquidation or Bankruptcy Code Proceedings (IBC) as on date, by NCLT or any adjudicating authority/authorities, which will render him ineligible for participation in this tender, and shall submit undertaking ( <b>Annexure-8</b> ) to this effect.	Applicable	
D	Assessment of Capacity of Bidder to execute the work as per sl. no. 9 of NIT (if applicable)	Applicable	By BHEL
E	<p>Approval of Customer (if applicable)</p> <p><b>Note:</b> Names of bidders (including consortium/Technical Tie up partners in case consortium bidding is permitted) who stand qualified after compliance of criteria A to D shall be forwarded to customer for their approval.</p>	Applicable	BY BHEL
F	<p>Price Bid Opening</p> <p><b>Note:</b> 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	
<b><u>Explanatory Notes for the PQR (unless otherwise specified in the PQR):</u></b>			

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

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

# NOTICE INVITING TENDER

1. For evaluation of PQR, in case of bidder alone does not meet the pre-qualifying technical criteria B.1 above, bidder may utilize the experience of its parent / subsidiary company along with its own experience, subject to following:
  - a) The parent company shall have a controlling stake of  $\geq 50\%$  in the subsidiary company (**as per Format-1**).
  - b) The Parent Company/ Subsidiary Company of which experience is being utilized for bidding shall submit Security Deposit (SD) equivalent to 1% of the total contract value.
  - c) The parent /subsidiary company and bidder shall provide an undertaking that they are jointly or severally responsible for successful performance of the contract (**as per Format-2**).
  - d) In case bidder is submitting bid as a consortium partner, option of utilizing experience of parent / subsidiary company can be availed by prime bidder only.
  - e) Parent Company/Subsidiary Company of which experience is being used for bidding, cannot participate as a 'Standalone Bidder'.
2. "Completion date for achievement of the technical criteria should be in the last seven years ending on the 'latest date of Bid Submission' of tender irrespective of date of the start of work. Completion date shall be reckoned from the "FY quarter of bid submission". (for e.g. - Work completed on 01.01.2014 shall be considered even if the latest date of bid submission is 20.03.2021)".
3. '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.
4. **Not Applicable.**
5. Consortium is not permitted for this tender. However, after successful execution of one work with a consortium partner under direct orders of BHEL, the Prime Bidder shall be eligible for becoming a 'standalone' bidder for works similar to that for which consortium partner was engaged, for subsequent tenders.
6. Wherever the credential submitted for satisfying the Technical PQR is from direct order of BHEL, bidders to ensure that relevant certificate issued by respective contracting department of BHEL is provided as part of the offer. Certificates can be obtained from BHEL by submitting request through online portal i.e. <https://siddhi.bhel.in>.

#### **Evaluation of financial PQR:**

7. Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated against C-1 above along with all annexures.
8. In case audited financial statements have not been submitted for all the three years as indicated against C-1 above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years i.e. total divided by three.
9. If Financial Statements are not required to be audited statutorily, then instead of audited financial statements, financial statements are required to be certified by Chartered Accountant.
10. C-2: - NETWORTH: Shall be calculated based on the latest Audited Accounts as furnished for C-1 above. Net worth = Paid up share capital + Reserves. (Net worth is required to be evaluated in case of companies).
11. C-3: - PROFIT: shall be NET profit (PBT) earned during any one of the three financial years as in C-1 above.
12. In case, where BHEL has awarded a particular work to Main Vendor and the Main Vendor in turn has awarded, the work awarded by BHEL in part / full to a sub vendor (known as bidder); and the bidder has now quoted to BHEL for the said tender floated by BHEL, citing the above work as a pre-qualification experience.  
In such situation as above, the following documents shall be scrutinized by BHEL before qualifying the bidder.
  - i) Work Order from BHEL's main vendor in the name of bidder, indicating scope of work, Order value & Completion period.
  - ii) Completion certificate issued by BHEL's main vendor, indicating the Scope, Duration of work & Quantum of work completed.
  - iii) Copy of BHEL letter according permission by BHEL to sublet the work from BHEL's Main vendor to bidder.
  - iv) TDS certificate and any one of the documents in the name of bidder for the plant, like Labour license / BOCW registration / Workmen compensation insurance / Gate Pass for material or for T&P and Gate Pass for labour / any other relevant documentary evidence.The bidder shall be disqualified if any one of the above points (i to iv) are not satisfied.

#### **Explanatory Notes for QR 'B1'**

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

$$P = \left\{ R + 0.425 \times R \times \frac{(X_N - X_0)}{X_0} + 0.425 \times R \times \frac{(Y_N - Y_0)}{Y_0} \right\}$$

Where;

P = Updated value of work

R = Value of executed work

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

X<sub>0</sub> = All India Avg. Consumer Price index for industrial workers for last month of work execution.

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

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: [www.bhel.com](http://www.bhel.com)

# NOTICE INVITING TENDER

Tender Specification No. - YTPS: SCT: 202206-108

Page 22 of 86

	<p><math>Y_N</math> = Monthly Whole Sale Price Index for All Commodities for three months prior to the month of latest due date of bid submission (e.g. If latest bid submission date is 02-Mar-17, then bid submission month shall be reckoned as March'17 and index for Dec'2016 shall be considered).</p> <p><math>Y_0</math> = Monthly Whole Sale Price Index for All Commodities for last month of work execution.</p> <ul style="list-style-type: none"><li>• Relevant documents, meeting above requirements at C &amp; D, shall be submitted by bidders.</li><li>• The evaluation currency for this tender shall be INR.</li></ul>
--	---

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.

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

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: [www.bhel.com](http://www.bhel.com)

# NOTICE INVITING TENDER

Format-1

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

To,

.....

.....

Dear Sir,

**Sub:** Bid for NIT No ..... dated..... for "....." (name of the tender).

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

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

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

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

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

# NOTICE INVITING TENDER

Format-2

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

From,  
Name:  
Full Address:

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

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

Dear Sir,

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

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

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

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

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

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

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

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

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

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



# NOTICE INVITING TENDER

Tender Specification No. - YTPS: SCT: 202206-108

Page 25 of 86

## ANNEXURE - 2

### CHECK LIST

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

1	Name and Address of the Tenderer		
2	Details about type of the Firm/Company		
3.a	Details of Contact person for this Tender	Name: Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
3.b	Details of alternate Contact person for this Tender	Name: Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
4	EMD DETAILS	DD No:                      Date: Bank:                      Amount: <u>Please tick ( √ ) whichever applicable:-</u> ONE TIME EMD / ONLY FOR THIS TENDER	
5	Validity of Offer	TO BE VALID FOR THREE MONTHS FROM DUE DATE	
		APPLICABILITY (BY BHEL)	ENCLOSED BY BIDDER
6	Whether the format for compliance with <b>PRE QUALIFICATION CRITERIA</b> (ANNEXURE-I) is understood and filled with proper supporting documents referenced in the specified format	Applicable	YES / NO
7	Audited profit and Loss Account for the last three years	Applicable	YES / NO
8	Copy of PAN Card	Applicable	YES / NO
9	Whether all pages of the Tender documents including annexures, appendices etc. are read understood and signed	Applicable	YES / NO
10	Integrity Pact	Applicable	YES / NO
11	Offer Forwarding Letter (as per Form-F01 of Forms & Procedure)	Applicable	YES / NO

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

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

# NOTICE INVITING TENDER

Tender Specification No. - YTPS: SCT: 202206-108

Page 26 of 86

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

**NOTE:**

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

**DATE :**  
**SIGNATORY**

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

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

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

# NOTICE INVITING TENDER

Tender Specification No. - YTPS: SCT: 202206-108

Page 27 of 86

## **ANNEXURE – 3**

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

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

**Not applicable to this tender.**

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

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: [www.bhel.com](http://www.bhel.com)

# NOTICE INVITING TENDER

## ANNEXURE – 4

### Reverse Auction Process Compliance Form

(The bidders are required to print this on their company's letterhead and sign, stamp before RA)  
To

- M/s. {Service provider
- Postal address}

**Sub: Agreement to the Process related Terms and Conditions**

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the RFQ document for {Items} against BHEL enquiry/ RFQ no.{.....} dt. {.....}

This letter is to confirm that:

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

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

With regards

Signature with company seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

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

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

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

# NOTICE INVITING TENDER

Tender Specification No. - YTPS: SCT: 202206-108

Page 29 of 86

## ANNEXURE – 5

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

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

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

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: [www.bhel.com](http://www.bhel.com)

# NOTICE INVITING TENDER

## ANNEXURE – 6

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

**To**

- M/s. Service provider
- Postal address

CC: M/s BHEL  
{Unit-  
Address-}

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

Dear Sir,

We confirm that we have quoted.

**Rs. {\_\_\_ in value & in words \_\_\_} for item(s) covered under tender enquiry No. {...} dt. {...}**

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

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

The price break-up is as given below.

Total

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

Yours sincerely,

For \_\_\_\_\_

**Name:**

**Company:**

**Date:**

**Seal:**

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

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

# NOTICE INVITING TENDER

## ANNEXURE – 7

### INTEGRITY PACT

#### **Between**

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

#### **and**

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

### Preamble

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

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

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

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

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

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

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

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

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

# NOTICE INVITING TENDER

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

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

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

## Section 4 - Compensation for Damages

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

## Section 5 - Previous Transgression

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

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

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

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

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: [www.bhel.com](http://www.bhel.com)



# NOTICE INVITING TENDER

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

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

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

## Section 8 -Independent External Monitor(s)

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

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

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

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

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

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

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

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

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

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

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

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: [www.bhel.com](http://www.bhel.com)

# NOTICE INVITING TENDER

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

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

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

## Section 9 - Pact Duration

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

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

## Section 10 - Other Provisions

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

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

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

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

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

-----

For & On behalf of the Principal

(Office Seal)

Place-----

Date-----

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

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

\_\_\_\_\_

-----

For & On behalf of the Bidder/

Contractor

(Office Seal)

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

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

\_\_\_\_\_

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

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

# NOTICE INVITING TENDER

Tender Specification No. - YTPS: SCT: 202206-108

Page 35 of 86

**ANNEXURE – 8**

## **UNDERTAKING**

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

**To,**

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

Dear Sir/Madam,

**Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS**

**Ref:** NIT/Tender Specification No:

I/We,

---

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

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

Place:

Date:

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

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: [www.bhel.com](http://www.bhel.com)

# NOTICE INVITING TENDER

Tender Specification No. - YTPS: SCT: 202206-108

Page 36 of 86

**ANNEXURE - 9**

## DECLARATION

Date: \_\_\_\_\_

To: \_\_\_\_\_  
Address: BHEL, \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
email: \_\_\_\_\_

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

Dear Sir/ Madam,

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

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

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

Regards,

(\_\_\_\_\_)

From: M/s \_\_\_\_\_  
Supplier Code: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

# NOTICE INVITING TENDER

## Annexure 10

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

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

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

Dear Sir,

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

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

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

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

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

Thanking you,  
Yours faithfully,

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

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

**Note:**

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

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

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

# NOTICE INVITING TENDER

Tender Specification No. - YTPS: SCT: 202206-108

Page 38 of 86

## Annexure 11

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

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

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

Dear Sir,

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

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

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

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

Thanking you,  
Yours faithfully,

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

**Note:**

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

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

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

2022

# Volume-IA: TECHNICAL CONDITIONS OF CONTRACT

Bharat Heavy Electricals  
Limited



# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-I: Project Information

Tender Specification No. - YTPS: SCT: 202206-108

Page 40 of 86

### 1.1 Project Information:

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

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

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



# TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

Tender Specification No. - YTPS: SCT: 202206-108

Page 41 of 86

### 2.0 Scope of Work:

2.1 The scope of works covers Construction of Unit 3 power house floor slabs, roof slab, brick work, foundations, trenches, drains at 0.0m, TDBFP, MDBFP foundations in Unit-3, ESP- 1 and 3 control room balance RCC, Brick work including all finishing work. Paving works from Transformer yard to Chimney, Unit -1 and 3 Transformer Yard balance foundations and Paving, Duct Support foundations, CCR-1 floor slabs, Brick works Plastering, and finishing works. Paving and grade slab works of Unit -3 and some areas in Unit-1, including drains, roads, Auxiliary boiler MCC balance RCC, 0.0m paving, foundations, trenches etc. and Brick work including all finishing work at 5 x 800 MW Yadadri Thermal Power Project, Damarcherla, Telangana, including supply of all materials (excluding Cement & Reinforcement steel), labour, tools and plants. The scope of work is indicative but not limited to the given below.

### AREAS OF WORK:

- (i) Unit -3 powerhouse, Unit-3 Boiler Paving including foundations and trenches, ESP control room 1 and 3, Aux. Boiler, Transformer Yard 1 and 3, ID Duct Civil works ESP 1 and 3 Paving
- (ii) Partial Civil works of Unit 1&2 Common Control room and power house-1

Note: Any other civil structure / foundation not mentioned above, but required for completion of the scope in total, deemed to have been included in the bidder scope under this contract. Such work will be executed under this contract by bidder as per the direction of Engineer in charge. If any item of work not available in the rate schedule of this contract, the rate will be fixed in line with clause 2.15.7 of GCC.

**Cement & Reinforcement steel for civil works shall be provided by BHEL free of cost. Any structural steel required for embedment / inserts (other than those supplied by BHEL) shall be in the scope of bidder and shall be paid in relevant items of BOQ.**

The current status of the areas under the tender scope are as below:

- (i) Unit -3 power house paving, slabs, transformer yard, ECP-3 control room, Aux Boiler, duct support foundations, paving works partially completed. Works shall be taken up as is where is basis.
- (ii) Power House-1 and CCR -1 slabs and brick works are partially completed.

The Bidder, if felt necessary, by a visit to the site shall apprise himself with the current status of work.

- 2.2 The works to be performed under this contract consist of providing all labour, supervision, material, scaffolding, construction equipment's, tools and plants, temporary works, supplies including POL, transportation and all incidental items not shown or specified but reasonably implied or necessary for the proper completion of work in all respects. Testing of all materials, concrete, earthwork other allied works, preparation of bar bending schedules on the basis of construction drawings, are included in the rates of items of work.
- 2.3 The area of work shall be cleared of all vegetation, rubbish and other objectionable matter and materials removed shall be burnt or otherwise disposed of as directed by the Engineer-in-Charge. No separate payment for these operations shall be made. The cost of all these operations shall be deemed to have been included in the unit rates rendered for the different items under bill of quantities.
- 2.4 All the works areas shall be adequately flood lighted to the satisfaction of the Engineer-in-Charge when the work is in progress during the night shifts.
- 2.5 The unit rates shall include all material equipment, fixtures, labour construction plant, temporary works and everything whether of permanent or temporary nature necessary for the completion of job in all respects. The unit rates for various items of B.O.Q shall include all the stipulations mentioned in technical specifications and nothing extra over B.O.Q rates shall be payable.
- 2.6 Drawings showing enough details for the construction as per the specification shall be furnished to the contractor in a phased manner.
- 2.7 The bidder should fully apprise himself of the prevailing conditions at the proposed site, climatic conditions including monsoon pattern, local conditions, soil strata and site specific parameters and shall include for all such conditions

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

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

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

Tender Specification No. - YTPS: SCT: 202206-108

Page 42 of 86

---

and contingent measures in the bid, including those which may have not been specifically brought out in the specifications.

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

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: [www.bhel.com](http://www.bhel.com)

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

Sl. No	Description	Scope to be taken care by		Remarks
		BHEL	Bidder	
<b>3.1.1.0</b>	<b>PART I ESTABLISHMENT</b>			
3.1.1.1	FOR CONSTRUCTION PURPOSE:			
A	Open space for office	Yes		Free of charge as provided by TSGENCO
B	Open space for storage	Yes		Free of charge as provided by TSGENCO
C	Construction of bidder's office, canteen and storage building, cement storage shed including supply of materials and other services		Yes	at bidder's own cost
D	Bidder's all office equipment's, office / store / canteen consumables		Yes	at bidder's own cost
E	Canteen facilities for the bidder's staff, supervisors and engineers etc.		Yes	at bidder's own cost
F	Firefighting equipment's like buckets, extinguishers etc.		Yes	at bidder's own cost
G	Fencing of storage area, office, canteen etc. of the bidder		Yes	at bidder's own cost
<b>3.1.1.2</b>	<b>FOR LIVING PURPOSES OF THE BIDDER</b>			
A	Open space	Yes		Free of charge as provided by TSGENCO
B	Living accommodation		Yes	Free of charge as provided by TSGENCO
<b>3.1.2.0</b>	<b>ELECTRICITY</b>			
3.1.2.1	Electricity For construction purposes	Yes		Free of charge as provided by TSGENCO
3.1.2.1.1	Single point source (In general) For detail, refer clause no. 3.4.1	Yes		Free of charge as provided by TSGENCO
3.1.2.1.2	Further distribution for the work to be done which include supply of materials and execution		Yes	At bidder's own cost
3.1.2.2	Electricity for the office, stores, canteen, labour hutments, etc. of the bidder which include:		Yes	At bidder's own cost

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

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

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

Tender Specification No. - YTPS: SCT: 202206-108

Page 44 of 86

Sl. No	Description	Scope to be taken care by		Remarks
		BHEL	Bidder	
	<b>PART I</b>			
3.1.2.2.1	Distribution from single point including supply of materials and service		Yes	At bidder's own cost
3.1.2.2.2	Supply, installation and connection of material of energy meter including operation and maintenance		Yes	At bidder's own cost
3.1.2.2.3	Duties and deposits including statutory clearances for the above		Yes	At bidder's own cost
3.1.2.2.4	Demobilization of the facilities after completion of works		Yes	At bidder's own cost
3.1.2.3	Electricity for living accommodation of the bidder's staff, engineers, supervisors etc on the above lines. (in case BHEL provides this facility, the scope should be given without ambiguity)		Yes	At bidder's own cost
<b>3.1.3.0</b>	<b>WATER SUPPLY</b>			
3.1.3.1	For construction purposes:	Yes		Free as provided by TSGENCO
3.1.3.1.1	Making the water available at single point	Yes		As provided by TSGENCO
3.1.3.1.2	Further distribution as per the requirement of work including supply of materials and execution		Yes	At bidder's own cost
3.1.3.2	Water supply for bidder's office, stores, canteen, labour hutments, etc.		Yes	At bidder's own cost
3.1.3.2.1	Making the water available at single point		Yes	At bidder's own cost
3.1.3.2.2	Further distribution as per the requirement of work including supply of materials and execution		Yes	At bidder's own cost
<b>3.1.4.0</b>	<b>LIGHTING</b>			
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	At bidder's own cost

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

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

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

Tender Specification No. - YTPS: SCT: 202206-108

Page 45 of 86

Sl. No	Description	Scope to be taken care by		Remarks
		BHEL	Bidder	
	<b>PART I</b>			
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 At the labour hutment		Yes	At bidder's own cost
<b>3.1.5.0</b>	<b>COMMUNICATION FACILITIES for site operations of the bidder</b>	-		
3.1.5.1	Telephone, Fax, internet, intranet, email etc		Yes	At bidder's own cost

Sl. No	Description	Scope to be taken care by		Remarks
		BHEL	Bidder	
	<b>PART II</b>			
	<b>CONSTRUCTION FACILITIES</b>			
<b>3.2.1.0</b>	<b>Engineering works for construction</b>			
3.2.1.1	Providing the construction drawings for all the equipment covered under this scope	Yes		
3.2.1.2	Detailing of drawings for construction		Yes	In consultation with BHEL
3.2.1.3	As-built drawings – wherever deviations observed and executed and also based on the decisions taken at site- example – routing of small bore pipes	Yes	Yes	"
3.2.1.4	Shipping lists etc. for reference and planning the activities	Yes	Yes	"
3.2.1.5	Preparation of site construction schedules and other input requirements		Yes	In consultation with BHEL, As per requirement of BHEL targets
3.2.1.6	Review of performance (Form-14) and revision of site construction schedules in order to achieve the end dates and other commitments		Yes	
3.2.1.7	Weekly construction schedules based on SI No 3.2.1.5		Yes	

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

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

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

Sl. No	Description	Scope to be taken care by		Remarks
		BHEL	Bidder	
3.2.1.8	Daily construction / work plan based on SI No 3. 2.1.7		Yes	For daily monitoring meeting at site
3.2.1.9	Periodic visit of the senior official of the bidder to site to review the progress so that works are completed as per schedule. It is suggested this review by the senior official of the bidder should be done once in every two months.		Yes	
3.2.1.10	Preparation of preassembly bay			<b>Not applicable</b>
3.2.1.11	Laying of racks for gantry crane if provided by BHEL or brought by the contractor / bidder himself			<b>Not applicable</b>

### 3.3 OPEN SPACE:

- 3.3.1 Open space, as provided by TSGENCO, will be provided to the bidder free of Cost. Availability of land within plant boundary is very limited and the contractor has to plan and use the existing land considering the use of land by other Civil /mechanical/ electrical contractors and the storage of plant machineries and materials. The existing land shall be shared by all erections agencies. Land will be allocated with certain time frame and to the extent available/ considered necessary, and will be reviewed by BHEL depending upon the area availability. Area within plant premises for bar bending yard, batching plant, office, storage area etc. for construction purpose shall be provided as per availability free of cost. The contractor will be responsible for handing back all lands, as handed over to him by BHEL.
- 3.3.2 Land for labour colony shall be provided by BHEL approximately nearer to site (outside plant premises) free of cost as provided by TSGENCO. The contractor to construct labour colony/ hutment as per his requirement. The contractor shall provide adequate water arrangement for drinking/washing/bathing with required toilets, drainage system, and electrification etc. in labour colony at his own cost. Suitable paved area to be provided in the labour colony at the cost of contractor.

### 3.4 ELECTRICITY:

- 3.4.1 In general, Construction power will be provided to the contractor free of cost at one single point within the plant area by BHEL as provided by TSGENCO. The contractor has to provide necessary meter for measuring the power consumption. The contractor shall make his own arrangement for further distribution with necessary isolator/LCB etc. However, based on request of Contractor and requirement of project, BHEL Site in charge, at his discretion, may provide construction power at multiple point (as close to work area as possible), free of cost, for smooth execution of the work at site. If, BHEL provides electricity at more than one point (as close to work area as possible), it will be responsibility of the contractor to provide all the support necessary for enabling BHEL for extending such provision to contractor. The contractor has to Provide necessary meter for measuring the power consumption. The contractor shall make his own arrangement for further distribution with necessary isolator/LCB etc.
- 3.4.2 Necessary "Capacitor Banks" to improve the Power factor to a minimum of 0.9 shall be provided by the contractor at his cost. Penalty of any nature, if any, levied by customer on the account of construction power provided to contractor, will be recovered from contractor's bills.
- 3.4.3 Any duty, deposit involved in getting the Electricity shall be borne by the bidder. As regards contractor's office shed also all such expenditure shall be borne by the contractor.
- 3.4.4 Provision for distribution of electrical power from the given single central common point to the required places with proper distribution boards, approved cables and cable laying including supply of all materials like cables,

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

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

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

switch boards, pipes etc., observing the safety rules laid down by electrical authority of the State / BHEL / their customer with appropriate statutory requirements shall be the responsibility of the tenderer / contractor.

- 3.4.5 BHEL is not responsible for any loss or damage to the contractor's equipment as a result of variations in voltage / frequency or interruptions in power supply.
- 3.4.6 Contractor has to make their own arrangements for electricity requirement for labour colony at his own cost.
- 3.4.7 As there are bound to be interruptions in regular power supply, power cut/ load shedding in any construction sites, contractor should make his own arrangement for alternative source of power supply through deployment of adequate number of DG sets at their cost during the power breakdown / failure to get urgent and important work to go on without interruptions. No separate payment shall be made for this contingency.

### 3.5 WATER:

- 3.5.1 Water (Raw water) required for construction purposes will be provided at one single point within the plant area free of cost. The required pumps & accessories, pipes for drawing water from the given point and further distribution will be arranged by the contractor at their cost to go on without interruptions.
- 3.5.2 In case of non-availability of water, the contractor shall make his own arrangements of water suitable for construction purpose to have uninterrupted work. No separate payment shall be made for any contingency arrangement made by contractor, due to delay / failure for providing water supply.

### 3.6 MATERIAL SUPPLY:

Supply /providing aggregate, sand (river sand only) and all other materials required (except free supply materials i.e. cement, reinforcement steel, manufacturing unit supplied foundations bolts) for the work are in the scope of the contractor. BHEL shall provide Cement, reinforcement steel & structural steel (only for structural works, if any required) for civil works only for incorporation in the permanent work AS FREE SUPPLY. Structural steel required for embedment's/ inserts (other than those supplied by BHEL) shall be in the scope of bidder and shall be paid as per relevant BOQ items. In case of extreme urgency, structural steel for embedments/ inserts, also will be supplied by BHEL and payment shall be regulated as per relevant BOQ items.

- 3.6.1 Regarding supply of cement, the cement shall be provided normally in bulkers and shall be unloaded in the silos to be installed by the bidder nearer to their batching plants. This is only minimum requirement and the number of cement silos shall be increased based on the site requirement. Making arrangement for unloading of cement into the silo and provision of necessary manpower support is in the scope of successful bidder within the quoted price. On advance request of the bidder, the cement shall be supplied in Bags for other than RCC works like masonry, flooring works etc. Advance request for supply of cement in bags shall be minimum two months. Provision of necessary storage arrangement for cement received in bags is in the scope of successful bidder within the quoted price.
- 3.6.2 The steel material will be issued from BHEL stores, within the plant premises. Collection and transporting to the place of work is in contractor's scope without any extra cost to BHEL. The steel will be issued to the agency in standard lengths. In some instances, for 8mm, 10mm & 12mm dia reinforcement steel will be supplied in coil form. No extra claims will be entertained against issue of Non-standard lengths of steel and de coiling of 8mm, 10mm & 12mm dia. steel.
- 3.6.3 If any matching sections of steel are not available with BHEL, contractor may arrange these sections on certification of BHEL and the landing cost of sections to site will be reimbursed based on the prevailing rate at SAIL at the time of procurement at the nearest SAIL outlet with the freight charges against supporting document.

### 3.7 CONSUMABLE:

All consumables, like gas, electrodes, chemicals, lubricants etc. required for the scope of work, shall be arranged by the contractor at his cost unless otherwise specifically mentioned in the contract.

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

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

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

In the event of failure of contractor to bring necessary and sufficient consumables, BHEL may arrange for the same at the risk and cost of the contractor. The entire cost towards this along-with overhead shall be paid by the contractor or deducted from the contractor's bills.

### 3.8 LIGHTING FACILITY:

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

### 3.9 CONTRACTOR'S OBLIGATION ON COMPLETION:

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

### 3.10 DEWATERING:

Contractor shall ensure at all times that his work area & approach/ access roads are free from accumulation of water, so that the materials are safe and the erection/ progress schedule are not affected. No separate claim in this regard shall be admitted by BHEL. No separate payments for dewatering of subsoil, surface water or catchments water, if required, at any time during execution of the work including monsoon period shall be considered by BHEL.



# TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

Tender Specification No. - YTPS: SCT: 202206-108

Page 49 of 86

- 4.1 All the tools and plants required for satisfactory completion of the work have to be arranged by the contractor.
- 4.2 The contractor is required to arrange the following tentative Major T&Ps and other T&Ps for the satisfactory completion of the work.

Sl. No	Major T&P	Mobilizing time from the date of start of work
B1	Mini Batching Plant of Capacity 10-15 Cum/Hr with DG back up along with silo	Concrete may be arranged by having tie up with existing batching plants within the site premises or may be directly established by the bidder at site as per the site requirement
B2	3 nos. transit mixer (5/6 M3 capacity)	As per site requirement.
B3	1 nos. Concrete Pump (30Cum/hr Capacity and Lift 90 meter)	As mutually agreed between contractor and BHEL Engineer In-Charge
Sl. No	Other T&Ps	Mobilizing time from the date of start of work
B4	Self-priming dewatering pump 5 HP (diesel/electric) – As per site requirement	As mutually agreed between contractor and BHEL Engineer In-Charge
B5	Curing pump – 1.5 /2 HP (pump for curing at heights) - As per BHEL requirement at site	As mutually agreed between contractor and BHEL Engineer In-Charge
B6	Reinforcement bending machines – As per BHEL requirement at site	As mutually agreed between contractor and BHEL Engineer In-Charge
B7	Reinforcement cutting machines - As per BHEL requirement at site	As mutually agreed between contractor and BHEL Engineer In-Charge
B8	1 No. back hoe loader like JCB	As mutually agreed between contractor and BHEL Engineer In-Charge
B9	Building Hoist – min. 1 no. -AS per site requirement	As per site requirement
B10	MS scaffolding pipes / ACROW PIPES - As per BHEL requirement at site	As per site requirement.
B11	Civil laboratory equipment's as per list IN Sl. 4.4.2 with temporary building 1no AC lab size 4.5mtrx6mtr and 1 no- AC lab 4.5 mtrx4.5 mtr.	Civil laboratory may be arranged by the bidder either by tying up with existing BHEL approved/permitted laboratories within the site premises or may be directly established by the bidder at site as per the site requirement.
B12	1 no total station with adequate arrangement for Surveyors.	As per site requirement.
B13	2 no's auto level & staff – Quantity as per site requirement	As per site requirement.

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

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

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

Tender Specification No. - YTPS: SCT: 202206-108

Page 50 of 86

B14	Concrete cube moulds – as per site requirement.	Progressively as per BHEL requirement at site
B15	Adequate no. of small trucks 2T/5T for shifting of reinforcement/cement/shuttering etc. within site	As per BHEL requirement at site
B16	Drinking water tank – 1000 lit.	1 nos. Within 30 days. Balance as per BHEL requirement at site.
B17	Mobile toilets for labour use.	As per BHEL requirement at site.
B18	Construction power cable	As per site requirement
B19	Construction water Pipeline	As per site requirement
B20	Concrete vibrator with adequate needle (diesel/power) – As per BHEL requirement at site	As per BHEL requirement at site.
B21	1 no. power driven earth rammer (Roller Type 1/2 T)	As per BHEL requirement at site.
B22	Portable fire extinguishers as below: Soda acid – 10 sets. Dry chemical powder – 10 sets CO2 – 10 sets. Water & sand bucket (4 buckets in one stand) – 10 sets. Fire hose with nozzle (50 M length) – 5 sets.	25% within 30 days and balance progressively within 60 days.

**Note:**

1. T&P shown in the above mentioned list is tentative requirement considering parallel working in all areas mentioned in scope of work. However, mobilization schedule and quantity/ numbers of T&Ps as mutually agreed at site for major T&Ps, have to be adhered to. Numbers/ time of requirement will be reviewed time to time at site and contractor will provide required T&P/ equipment's to ensure completion of entire work within schedule/target date of completion without any additional financial implication to BHEL. Vendor will give advance intimation & certification regarding capacity etc. prior to dispatch of heavy equipment's. Also on completion of the respective activity, demobilization of T&P in total or in part can be done with the due approval of engineer in charge. Retaining of the T&P's during the contract period will be mutually agreed in line with construction requirement.

2. All T&P and all IMTEs, which are required for successful and timely execution of the work covered within the scope of this tender, shall be arranged and provided by the contractor at his own cost in working condition.

3. In the event of contractor failing to arrange the required tools, plants, machineries, equipment, material or non-availability of the same owing to breakdown, BHEL will make alternative arrangement at the risk and cost of the contractor.

Case 1: BHEL provides its own Capital T&P.

In case the BHEL provides any T&P which is owned by BHEL, hire charges (as per BHEL norms) will be recovered from the contractor as per the prevailing BHEL corporate hire charges. In case, the T&P is specifically listed in "T&Ps to be deployed by Contractor", "Hire charges applicable to outside agencies other than contractors working for BHEL" will apply. If not listed, "hire charges applicable to contractor working for BHEL" will apply. The hire charges of Capital tools & plants are exclusive of operating expenses e.g. operator, fuel & consumables and the same shall be arranged by the contractor at his cost.

Case 2: In all cases other than that specified in case 1 above, actual expenses incurred by BHEL along with applicable overheads will be back-charges to the contractor.

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

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

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

Tender Specification No. - YTPS: SCT: 202206-108

Page 51 of 86

4. In the event of need of change of type of any of major T&Ps, approval shall be taken from BHEL Engineer in-charge prior to mobilization. The decision of Number of T&P required due to replacing the enlisted T&P as per above table, shall be taken after analyzing the production capacity and suitability of both the T&Ps.
5. Clause no. 6.1. of this specification (i.e. TCC) shall be referred for date of start of work.
6. Mobilization of concrete boom placer in place of concrete pump will be allowed based on site requirement of BHEL.

- 4.3 In addition to the above, any other tools and plants required for execution of the above work are in contractor's scope.
- 4.4 The Bidder shall establish and maintain a field laboratory on the site and this laboratory shall be available at all time for testing.
- 4.4.1 The laboratory must have qualified technicians to carry out all tests and must be adequately equipped to ensure that all necessary testing work can carried out in compliance with the standards.
- 4.4.2 Field and laboratory testing procedures for materials follow Indian Standard Specifications with necessary equipment's like as given in table below:

CONCRETE TESTING EQUIPMENT				
SL NO.	NAME OF TEST	NAME OF EQUIPMENT	SIZE OF EQUIPMENT	IS REF.
1	Initial & final setting time, Consistency of cement	Vicat Apparatus with desk pot	Standard	IS 5513
2	Shrinkage of cement, Auto Clave Test	Le Chatelier's apparatus Auto Clave Equipment	Standard	IS 5514
3	Abrasion value test	Los Angles Abrasion testing machine	Standard	IS 2386
4	Aggregate Impact value test	Aggregate Impact value testing machine with blow counter	Standard	IS 9377
5	Aggregate crushing value test	Crushing value apparatus	Standard	IS 2386
6	Flakiness index	Thickness gauge for measuring flakiness index	Standard	IS 2386
7	Elongation Index	Elongation guage	Standard	IS 2386
8	Bulk density, voids and bulking apparatus	Measuring cylinders	3, 5,10 & 15 liters cylinders	
9	Workability of concrete	Slump cone	Standard, at least 04 no's	IS 456
10	Specific gravity of aggregates	Pycnometer	Standard, at least 02 no's	IS 383
11	Cement mortar cube vibrating	Motorized vibration machine for cement testing	Standard	IS 4031
12	Course aggregate Sieve analysis (Concrete & Road Works)	Sieve set	450mm dia GI Frames Size: 125 mm, 90 mm, 75 mm, 63 mm, 53 mm, 40 mm, 20 mm, 16 mm,	IS 383

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

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

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

Tender Specification No. - YTPS: SCT: 202206-108

Page 52 of 86

			12.5 mm, 10 mm, 4.75 mm, Pan and cover	
13	Fine aggregate sieve analysis	Sieve set	200 mm dia Brass sieves; Size 4.75 mm, 2.36 mm, 1.18 mm 600 micron, 300 micron, 150 micron, 75 micron, 75 micron, Pan and cover	IS 383
14	Sieve Shaker	Motorized Sieve shaker	Mfg. Catalogue	
15	Silt content check	Sand silt content beaker	Standard	

- 4.5 Contractor shall have at all times experienced operators and technicians for routine and breakdown maintenance of the equipment. Any delay in rectification of defects will warrant BHEL rectifying the defect and charging the cost to the contractor.
- 4.6 In construction projects of this magnitude it is possible that all the areas / approaches may not be ready. In such cases consolidation of ground/ temporary approaches including arrangement of sleepers / sand bag filling etc for safe operation and movement of equipment including cranes / trailers/ transit mixers/ rigs/ tippers etc shall be the responsibility of the contractor at his cost. No compensation on this account shall be payable.
- 4.7 In general, any crane for the tendered work will not be provided by BHEL. However, if requirement of crane of higher capacity arises for any unforeseen circumstance (i.e. more than 150MT), bidder may request BHEL to provide crane on chargeable basis but BHEL reserves right of provision of crane. If provided, in that case, Crane operators deployed by the contractor shall be tested by BHEL before they are allowed to operate the cranes.
- 4.8 In case, cement is issued through bulkers being supplied from manufacturer /stockiest, the same shall be emptied in cement silos of batching plant and necessary assistance shall be provided by contractor. Contractor to note that batching plant being established at site shall have cement silos as mentioned in clause 4.2.B- list of Tools & Plants to be deployed by the contractor.

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

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: [www.bhel.com](http://www.bhel.com)

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

Tender Specification No. - YTPS: SCT: 202206-108

Page 53 of 86

- 6.0 BHEL shall not provide any T&Ps. However, if in any unforeseen circumstances, requirement of any T&Ps (available with BHEL at site) arises, on request of bidder the same may be provided on chargeable basis as applicable. BHEL reserves the right of provision of such T&Ps.

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

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: [www.bhel.com](http://www.bhel.com)

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-VI: Time Schedule

Tender Specification No. - YTPS: SCT: 202206-108

Page 54 of 86

### 6.1 Contract Period:

The entire works of the package as detailed in the Tender Specification shall be completed within **Twelve (12) months** from the date of commencement of work.

During the total period of contract, the contractor has to carry out the activities in a phased manner as required by BHEL and the program of milestone events.

### 6.2 Date of commencement of work:

The date of commencement of work at site shall be mutually agreed between successful bidder and BHEL.

### 6.3 Completion Schedule:

Sl. No	Area	Completion from the date of commencement of civil work
1	Unit-3, Power House Floor Slabs	3 <sup>rd</sup> Month
2	Unit-3, ESP Control Room	4 <sup>th</sup> Month
3	Unit-3, Power House 0.0m Floor Paving	5 <sup>th</sup> Month
4	Auxiliary Boiler – MCC Room	6 <sup>th</sup> Month
5	Unit-3, Power House Brick Work	7 <sup>th</sup> Month
6	Unit-3, ID Duct Support	8 <sup>th</sup> Month
7	Paving - ESP to Chimney	11 <sup>th</sup> Month
8	Reconciliation, Handing Over and Final Billing	12 <sup>th</sup> Month

The above schedule is tentative. In case the project is to be advanced, the civil works in the scope of the contractor is to be advanced to meet the project requirement. No extra payment whatsoever shall be paid on this account.

The above schedule is for entire completion and handing over the structure (i.e. foundations, raft, deck, etc.)/ Building to BHEL. Date of commencement of work shall be as mutually agreed at site between BHEL & contractor.

The foundations, pedestals, decks, etc. required for the mechanical equipment erection/ structural erection shall be handed over to BHEL progressively within the scheduled period given in the above table, as per the BHEL site requirement.

The left out minor finishing works shall also be completed and handed over to BHEL within the contract period.

### 6.4 Mobilization:

The Contractor has to subsequently augment his resources in such a manner to achieve the COMPLETION SCHEDULES.

The above time allowed for completion of work including Sundays and Holidays is from the date of commencement of work. Detailed program to be prepared by the tenderer taking in to consideration of the COMPLETION SCHEDULES /site decision on drawings flow (latest) and submitted for BHEL's approval.

6.5 In order to meet completion schedule in general, and any other intermediate targets set, to meet customer / project schedule requirements, contractor shall arrange & augment all necessary resources from time to time on the instructions of BHEL.

6.6 In case the project is to be advanced, the civil works in the scope of the contractor is to be advanced to meet the project requirement. No extra payment whatsoever shall be paid on this account.

### 6.7 Submission of L3 Schedule:

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

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

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-VI: Time Schedule

Tender Specification No. - YTPS: SCT: 202206-108

Page 55 of 86

The contractor shall submit a detailed area/structure wise L3 schedule within 15 days in consultation with BHEL based on the tentative schedule provided as per the clause 6.3. The detailed L3 schedule shall be approved by BHEL and same shall be implemented. Bidder shall submit L3 schedule to meet the agreed project schedule covering various mile stone activities and their split up details such as construction, procurement of materials, fabrication & erection activities. This schedule shall also clearly indicate the interface facilities/inputs to be provided by BHEL/Customer and the dates by which such facilities/inputs are required. The schedule shall be acceptable to BHEL for meeting their mile stone targets/schedule.

### 6.8 **Guarantee Period:**

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

### 6.9 **Records to be maintained at site:**

Record of Quantity of FREE / Chargeable items issued by BHEL must be maintained during contract execution. Also reconciliation statement to be prepared at regular intervals.

- 6.9.1 The under mentioned Records/ Log-books/ Registers applicable to be maintained.
- 6.9.2 Hindrance Register.
- 6.9.3 Site Order Book.
- 6.9.4 Test Check of measurements.
- 6.9.5 Cement Supply and Consumption Daily Register
- 6.9.6 Records of Test reports of Field tests.
- 6.9.7 Records of manufacture's test certificates.
- 6.9.8 Records of disposal of scraps generated during and after the work completion.

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

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: [www.bhel.com](http://www.bhel.com)

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-VII: Terms of Payment

Tender Specification No. - YTPS: SCT: 202206-108

Page 56 of 86

7.1 **Secured Advance:** Not applicable

7.2 **Advance for Mobilization:** Not applicable

7.3 **Interim Payment:**

7.3.1 Interim bills in the form of monthly running bills prepared by the contractor in soft as well as Hard copies shall be based on the quantities executed and measured.

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

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

7.3.4 95% item rate shall be released after completion of works certification by Engineer in charge.

7.3.5 5% of the item rate shall be released after submission of the quality check formats as per the quality plan for the quantum of work billed and duly certified by engineer.

7.3.6 All admissible deductions shall be made from the above 95% value.

7.3.7 Retention amount is applicable as per GCC.

7.3.8 **Royalty / Seigniorage charges:**

Royalty / Seigniorage charges (if any) for excavation inside plant premises as applicable as per Govt. of Telangana shall be reimbursable to the bidder by BHEL for the quantum of earth work done on submission of necessary proof of payments as required by M/s TSGENCO for reimbursement.

7.4 **METHOD OF MEASUREMENT:**

Mode of measurement shall be as per relevant clauses of technical specification of this tender. In case the same is not available the relevant IS 1200 in conjunction of IS code 3385 shall be adopted. In case the same is also not available, the standard procedure adopted in CPWD shall be adopted. In case the same is also not available in CPWD, the measurement of the work done will be based on the mutual agreement between BHEL and contractor. In all the above cases, the interpretation of BHEL will be final and binding to the contractor.

7.5 **NO CLAIM WHAT SO EVER MAY BE, WILL BE ENTERTAINED UNDER THIS CONTRACT, AFTER DULY SIGNING THE FINAL BILL ALONG WITH MEASUREMENT BOOKS AND ACCEPTED BY BHEL.**

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

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



# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-VIII: Accounting of Materials Issue

**The material issued to the contractor by BHEL will be accounted as follows:**

### 8.1 Issue of Cement:

- 8.1.1 Cement as received from the manufacturer/ stockiest will be issued free of cost to the contractor. The cement shall be provided normally in bulkers and shall be unloaded in the silos to be installed by the bidder nearer to their batching plants. This is only minimum requirement and the No of cement silos shall be increased based on the site requirement. Unloading arrangements shall be provided by the bidder at his own cost.
- 8.1.2 On advance request of the bidder, the cement shall be supplied in 50kg tamper proof sealed Bags for other than RCC works like masonry, flooring works etc. The theoretical weight of each bag of cement for issued purposes will be considered as 50 kg, the contractor shall be accountable for the cement issued to him on this notional weight only. No claim whatsoever will be entertained because of difference between theoretical and actual weight of the bags of cement. The empty cement bags duly accounted for against issue shall be in the custody of the contractor and the same shall be disposed by the contractor as per statutory regulation prevailing in the project.
- 8.1.3 The contractor shall submit to the engineer, a statement indicating estimated quantity of cement required during a quarter, at least two months in advance of the quarter. In addition, the contractor shall also furnish the estimated requirement of cement during a month by the third week of the previous month indicating his requirement.
- 8.1.4 Bidder is responsible for unloading the cement as soon as the arrival of cement, either in silo, if received in bulker or in the weather proof cement storage sheds, if received bags. Bagged cement shall be stored in a weatherproof sheds having dense impervious bituminous or concrete floors which shall be kept swept clean at all times. The storage arrangements (to be made by the contractor at his own cost) shall be fully completed and approved by the owner before any cement is delivered to site. The construction of cement storage sheds as per the requirement of BHEL, unloading of cement bags, stacking properly in the storage sheds, removal of the sheds after the completion of the work is in the scope of bidder within the quoted price.
- 8.1.5 Bidder is responsible for sampling and testing of cement as per Indian Standard/Specification/approved quality plan in the testing laboratory established by the bidder.
- 8.1.6 Bidder is responsible for carrying out design mix as per IS 456/10262 Latest revision and specification, using the cement provided by BHEL and submit the design mix proportions for the approval of BHEL/TSGENCO. The design/ trial mix shall be carried out time to time on change of brand/type of cement supplied by BHEL and suitable adjustments on the quantity of ingredients (sand, aggregates, admixture) of the concrete to get the required workability and durability, shall be the responsibility of the bidder without any extra cost to BHEL.
- 8.1.7 "Requirement for one month" shall be limit for the maximum quantity of BHEL issue materials that would be with the contractor at any point of time when work is in progress (excluding what has already been incorporated in the works).

### 8.2 Return of Cement:

Sealed cement bags remaining unused and in perfectly good condition at the time of completion or termination of the contract shall be returned promptly, (within 15 days from assessment) if BHEL/ Engineer is satisfied of the physical condition of the cement. Return of such cement to the project stores/ place as identified within the project area by Engineer/ BHEL will not be entitled to handling and incidental charges. Surplus sealed and good conditioned cement bags will be taken back on weightment basis.

### 8.3 Cement Consumption:

The theoretical consumption of cement shall be based on the following:

- (i) For design mix concrete as per approved design mix.
- (ii) For nominal mix concrete work, as per minimum cement as specified or as approved by Engineer-in-charge.

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

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: [www.bhel.com](http://www.bhel.com)

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-VIII: Accounting of Materials Issue

For item of works, where volume mix is permitted in writing by the BHEL, for masonry works, plaster other miscellaneous items, the cement consumption shall be governed by the "Statement of Cement Consumption" attached to the Delhi schedule of Rates of CPWD-DSR- LATEST REVISION unless otherwise specified in the specifications or the drawing of contract or mutually agreed by Engineer-in-charge and contractor.

**Actual consumption = Issue – Surplus / unused quantity of cement returned in good condition by contractor to store. (No sweep cement will be taken back by BHEL).**

### 8.4 Cement Wastage:

**Allowable wastage:** One and half percent (+1.5%) of theoretical consumption of cement.

For any material issued by BHEL to the contractor free of cost, and which is not accounted by the contractor to BHEL, then recovery for such material shall be effected at penal rates.

Sl. No.	Cement consumption	Basis of issue & penal recovery
C-1	Theoretical consumption (without considering any wastage or loss).	Free
C-2	Actual consumption being Limited to one and half percent (+1.5%) of aforesaid theoretical consumption towards allowable wastage.	Free
C-3	Actual consumption beyond one and half percent (+1.5%) of above (C-1).	Penal rate

### 8.5 Issue of Steel:

8.5.1 The structural and reinforcement steel shall be issued to the contractor on weight basis.

8.5.2 All the steel (structural, reinforcement, earthing MS rod,) issued by the BHEL shall be properly accounted for. The total quantity of steel required for the work will be calculated from the approved Bar Bending schedule, fabrication drawings, approved laps, chairs and lugs. The measurement for payment as well as for accounting shall be based on the sectional weights as indicated in the relevant IS specifications. In case any such sectional weights are not available in the above documents, the manufacturer recommendation shall be binding.

8.5.3 The steel issued to the contractor shall be mainly in standard length and sections as received from the supplier. However, the contractor shall be bound to accept the steel in length as available in the project stores no claims for extra payment because of issue of non-standard length will be entertained.

8.5.4 The contractor shall satisfy himself of the quality and quantity of the materials at the time of taking delivery from BHEL stores. No claims whatsoever will be entertained by BHEL because of quality or quantity after the materials are taken by the contractor from BHEL stores.

8.5.5 The contractor shall submit to the engineer, a statement indicating estimated quantity of steel required during a quarter, at least two months in advance of the quarter. In addition, the contractor shall also furnish the estimated requirement of steel during a month by the third week of the previous month indicating his requirement.

8.5.6 "Requirement for one month" shall be limit for the maximum quantity of BHEL issue materials that would be with the contractor at any point of time when work is in progress (excluding what has already been incorporated in the works).

8.5.7 Bidder to note that steel materials required for foundation bolts, embedded items, etc. other than those supplied by BHEL, etc. shall be supplied by the bidder. However, Bidder shall use the scrap materials for their use in the permanent works as embedment/inserts etc. after necessary store issue formalities and shall be accounted for monthly reconciliation.

8.5.8 The contractor must note that steel required for the contractor's enabling job like store/ site office/batching plant/temporary works etc. shall be arranged by the contractor at his own cost.

### 8.6 Return of Steel:

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

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

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-VIII: Accounting of Materials Issue

Tender Specification No. - YTPS: SCT: 202206-108

Page 59 of 86

- 8.6.1 All surplus steel and all wastage materials will be taken back on weightment basis.
- 8.6.2 Surplus, unused and untampered steel shall be sorted section-wise and returned separately for a place directed by BHEL/Engineer within the project area. Return of such materials will not be entitled to any handling and incidental charges.
- 8.6.3 All wastage / scrap (including melting scrap, wastage, un usable scrap) shall be promptly returned to the stores and a receipt obtained for material accounting purposes. Return of such material will not be entitled to any transportation and incidental charge.

### 8.7 Scrap & Serviceable Steel:

- (i) All Structural steel (Rolled Section, MS/ GI Flats and MS Rails) of length above 2 metre except MS/SS Plates shall be considered as serviceable materials provided the materials is in good and acceptable condition. Structural steel in length less than 2 metre shall be treated as scrap.
- (ii) MS/SS Plates having both sides greater than 1 metre or if any side is less than 1 metre but greater than 0.5 metre and the total area is equal or greater than 2 Sqm shall be considered as serviceable.
- (iii) All reinforcement steel and earthing rod/round bar measuring 3 metre and above in length shall be treated as serviceable material provided they are in good acceptable condition otherwise shall be treated as scrap.
- (iv) All pipes measuring 2 metre and above in length shall be treated as serviceable materials provided that they are in good and acceptable condition. Pipe in less than 2 metre length shall be treated as scrap.

### 8.8 Steel Consumption:

The theoretical consumption of various sections and/or diameter of reinforcement and earthing rod steel shall be based on approved construction drawing and bar bending schedule. Weight shall be calculated considering the sectional weights as per Indian standards. No extra cost shall be payable to the contractor for any deviation in weights for the different procedures adopted for issue and calculation of the theoretical consumption including rolling tolerances.

- Actual consumption = Issue – Surplus.

Surplus = UN tampered & unused quantity of steel and Serviceable materials as stipulated under clause “Scrap and Serviceable Steel (Refer Clause 8.7 above)” returned by the contractor to BHEL store along with relevant documents.

### 8.9 Steel Wastage:

- Wastage = Actual consumption – Theoretical consumption.
- **Allowable Wastage for Reinforcement Steel and MS Bar Earthing Round:** - (+3%) of the theoretical consumption shall be considered as allowable wastage. Invisible wastage (max limit to 0.5), if any, shall be considered to be included in the specified 3 % allowable wastage.

Sl. No.	Cement consumption	Basis of issue & penal recovery
R-1	Theoretical consumption (without considering any wastage & scrap or loss).	Free
R-2	Wastage limited to plus THREE percent (+3%) of aforesaid theoretical consumption (R-1) towards allowable wastage including invisible wastages (invisible wastages limited to 0.5% of theoretical consumptions)	Free
R-3	Actual consumption beyond one and half percent (+3%) of above (R-1).	Penal rate

- **Allowable Wastage for Structure Steel (Rolled Section, Plate, etc.):** - (+3%) of the theoretical consumption shall be considered as allowable wastage. Invisible wastage (max limit to 0.5), if any, shall be considered to be included in the specified 3 % allowable wastage.

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

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

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-VIII: Accounting of Materials Issue

Tender Specification No. - YTPS: SCT: 202206-108

Page 60 of 86

Sl. No.	Cement consumption	Basis of issue & penal recovery
S-1	Theoretical consumption (without considering any wastage & scrap or loss).	Free
S-2	Wastage limited to plus THREE percent (+4%) of aforesaid theoretical consumption (S-1) towards allowable wastage including invisible wastages (invisible wastages limited to 0.5% of theoretical consumptions)	Free
S-3	Actual consumption beyond one and half percent (+4%) of above (S-1).	Penal rate

### 8.10 Reconciliation of Material (Cement & Steel):

The contractor shall submit a reconciliation statement of steel issued to him with each RA Bill.

At the time of submission of bills, the contractor shall properly account for the material issued to him as specified herein to the satisfaction of BHEL certifying that the balance material are available with contractor's custody at site.

At the time of submission of bills by the contractor, if it is noticed by BHEL that the wastage is high and calls recovery at the penal rate, then, BHEL will proceed for recovery for the excess wastage as per penal recovery rates as specified.

The reference drawings for actual material consumption to be used for the purpose of reconciliation shall be drawings prepared by the BHEL and drawings approved by BHEL for fabrication works and such other drawings approved by BHEL. This shall also include the bar bending schedule prepared by the contractor and approve by BHEL.

### 8.11 Recovery of Material:

Recovery for wastages shall be made from the bills of contractor at the penal rate mentioned in the table below for the following cases:

- If the wastage exceeds specified limit
- If the wastage not exceeded specified limit, but not returned to BHEL store except invisible wastages
- For the not returning the surplus serviceable materials

### 8.12 Penal Rate of Material:

<b>A</b>	<b>REINFORCEMENT STEEL</b> Cold rolled steel, high strength, deformed bar or mild steel round bars including earthing rod MS round	<b>Rs. 84,500/- per MT + GST</b> and/or other taxes & duties
<b>B</b>	<b>CEMENT (OPC/ PPC/PSC)</b>	<b>Rs 6,500/- per MT + GST</b> and/or other taxes & duties
<b>C</b>	<b>STRUCTURAL STEEL</b>	<b>Rs 97,500/- per MT + GST</b> and/or other taxes & duties

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

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

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-IX: Progress of Work

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

- 9.1 Refer forms F -14 to F-18 of volume I D of volume -I book-II. Plan and review will be done as per the formats.
- 9.2 Contractor is required to draw mutually agreed monthly construction programs in consultation with BHEL well in advance monthly as per the Form-14. Contractor shall ensure achievement of agreed program and shall also timely arrange additional resources considered necessary at no extra cost to BHEL. Progress review meetings will be held at site during which actual progress during the week vis-a-vis scheduled program shall be discussed for actions to be taken for achieving targets. Contractor shall also present the program for subsequent week. The contractor shall constantly update / revise his work program to meet the overall requirement. All quality problems shall also be discussed during above review meetings. Necessary preventive and corrective action shall be discussed and decided upon in such review meetings and shall be implemented by the contractor in time bound manner so as to eliminate the cause of nonconformities.
- 9.3 The contractor shall submit daily, weekly and monthly progress reports, manpower reports, materials reports, consumables (gases / electrodes / ferules / lugs) report, T&Ps availability report and other reports as per Performa considered necessary by the Site Engineer as per the BHEL formats.
- 9.4 The contractor shall submit weekly / fortnightly / monthly statement report regarding consumption of all consumables for cost analysis purposes.
- 9.5 The monthly report ending on 24th of every month shall be submitted as a booklet and shall contain the following details: -
  - a. Colour Progress photographs to accompany the report should be submitted.
  - b. Construction progress in terms of quantity, CUM, etc., completed as relevant to the respective work areas against planned.
  - c. Site Organization chart of engineers & supervisors as on 24th of the month with further mobilization plan
  - d. Category- wise man hours engaged during the previous month under the categories like fitters, electricians, welders, riggers, khalasis, grinder-men, gas-cutters, crane operators, store keepers, lab technicians, helpers, security etc. Data will be spilt up under the work area.
  - e. Consumables report giving consumption of all types of gases and electrodes during the previous month.
  - f. Availability report of cranes/T&Ps
  - g. Safety implementation report in the format
  - h. Pending material and any other inputs required from BHEL for activities planned during the subsequent month.
- 9.6 The manpower reports shall clearly indicate the manpower deployed, category wise specifying also the activities in which they are engaged.
- 9.7 During the course of construction, if the progress is found unsatisfactory, or if the target dates fixed from time to time for every milestone are to be advanced, or in the opinion of BHEL, if it is found that the skilled workmen like fitters, operators, technicians etc employed are not sufficient BHEL will induct required additional workmen to improve the progress and recover all charges incurred on this account including all expenses together with BHEL overheads from contractor's bills.
- 9.8 It is the responsibility of the contractor to provide all relevant information on a regular basis regarding construction progress, labour availability, equipment deployment, testing, etc.
- 9.9 The progress reports shall indicate the progress achieved against plan, indicating reasons for delays, if any. The report shall also give remedial actions which the contractor intends to make good the slippage or lost time so that further works can proceed as per the original plan the slippages do not accumulate and affect the overall program.
- 9.10 The contractor to reflect actual progress achieved during the month and will be submitted to BHEL, so that slippages can be observed and necessary action taken in order to ensure that the situation does not get out of control will update the construction schedule forming part of this contract each month.

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

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

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-X: Bill of Quantity

Tender Specification No. - YTPS: SCT: 202206-108

Page 62 of 86

- 
- 10.1 BOQ will be submitted through online tendering system.
  - 10.2 Bidders shall only quote "Total amount" in the format given in Volume-II of the price bid. Any other elsewhere in the price bid shall be treated as Null and Void.
  - 10.3 BHEL has the pre-fixed the weightages for the amount of individual items of Bill of Quantity with respect to the "Total amount" in Volume-II.
  - 10.4 Based on the pre-fixed weightages, the Unit Rate and Amount for the individual items of the Bill of Quantity shall be arrived at. This Unit Rate shall be rounded off to two decimal point however, amount shall be rounded off to the nearest rupee.
  - 10.5 Bidder to note that this is an item rate contract. Payment shall be made for the actual quantities of work executed at the unit rate arrived at as per SI NO. 10.4 above.

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

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: [www.bhel.com](http://www.bhel.com)

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-XI: Material Handling

Tender Specification No. - YTPS: SCT: 202206-108

Page 63 of 86

- 11.1 Open land as available shall be provided by BHEL on free of cost basis. Contractor shall maintain one centralized fenced store cum bar bending yard at his own cost. Hard surfacing of this yard and all round drain shall be carried out by the contractor at his own cost within the quoted rate. Batching plant area, shall be provided nearer plant premises and contractor shall make use of the area for installation and operation of the Batching Plant at his own cost. The bidder shall make complete arrangement of necessary security personnel, to safeguard all such materials in his custody at his own cost. Materials issued will be used only for construction of permanent work. The contractor shall take care of material issued by BHEL and shall protect the same from theft, damage and weathering at his own cost.
- 11.2 The system for receipt, storage & issue of materials shall be available with vendors for easy traceability.
- 11.3 Periodic audit of system of purchasing, storing and issue, etc. will have to be carried out by the vendors. BHEL will also audit the same.
- 11.4 The contractor shall construct waterproof cement store (capacity 400MT) for initial period for storing and stacking of cement at his own cost, CGI/ asbestos roofing (slope) with brick masonry wall, PCC flooring. Materials required for the same shall be provided by contractor at his own cost. Cement has to be kept over wooden raised platform. Stacking of cement is to be done as per IS codes with proper illumination and locking arrangements.
- 11.5 The contractor shall in no case be entitled for any compensation or damages on account of any delay in supply or non-supply thereof for all or any such material.
- 11.6 Clotting of cement and excessive rusting of steel must be avoided. In case, due to any cause attributable to the contractor, rusting of steel for BHEL issued steel occur rendering the same unusable, then such quantity of cement steel shall be recovered from the interim payment at the penal rate specified in the tender.
- 11.7 The contractor shall maintain proper store account for all the BHEL issued materials and shall give three copies of computerized reconciliation statement of such account to the BHEL with each running bill.
- 11.8 All TMT shall be stacked over sleeper's diameter wise.
- 11.9 Materials shall not under any circumstances taken out of the project site unless otherwise permitted by BHEL.

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

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: [www.bhel.com](http://www.bhel.com)

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-XII: Taxes and Other Duties

### 12.1 Taxes and other Duties

#### 12.1.1 Goods and service Tax (GST) & Cess:

- The successful bidder shall furnish proof of GST registration with GSTN Portal in the State in which the Project is being executed, covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by the successful bidder on BHEL for this project/ work. If the Successful Bidder submits Invoice from a GST No. from outside the state where the project is being executed, then the Bidder shall furnish a declaration for the same in their Letter head, for the single supply of services/short term supply of services.
- Contractor's price/rates shall be exclusive of GST & Cess (if applicable) (herein after termed as GST). Contractor shall submit to BHEL the GST compliant tax invoice/debit note/revised tax invoice on the basis of which BHEL will claim the input tax credit in its return. Since this is a works contract, the applicable rate shall be @ 18% GST, as applicable presently.
- Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules wherein the 'Bill to' details will be as below:

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

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

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

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



# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-XII: Taxes and Other Duties

any circumstances.

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

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

### 12.1.3 Statutory Variations:

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

### 12.1.4 New Taxes/Levies:

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

### 12.1.5 Direct Tax:

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

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

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: [www.bhel.com](http://www.bhel.com)

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-XIII: Correction / Revision of Special Conditions of Contract, General Conditions of Contract and Forms & Procedures

Tender Specification No. - YTPS: SCT: 202206-108

Page 66 of 86

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

1. Refer Chapter XII of Volume IB Special Conditions of Contract regarding Suspension of Business Dealings: The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/contractors' has now been uploaded on [www.bhel.com](http://www.bhel.com) on "supplier registration page" at the following link: [http://www.bhel.com/vender\\_registration/pdf/Suspension\\_guidelines\\_abridged.pdf](http://www.bhel.com/vender_registration/pdf/Suspension_guidelines_abridged.pdf)
2. All Statutory Requirements as applicable for this project shall be complied with.
3. Bidder to strictly follow all the necessary guidelines issued by Customer, District Magistrate, State Government and Central government to control Covid-19 outbreak.
4. The tendered job is the work withdrawn from existing contractor and hence the existing contractor shall not be eligible to quote in this tender.
5. The following Clauses of General Conditions of Contract shall not be applicable for this Contract.
  - (a) Overrun Compensation - Clause No. 2.12
  - (b) Interest Bearing Recoverable Advance - Clause No. 2.13
6. Earnest Money Deposit – Clause No. 1.9 of GCC: The following clause is added;  
Refer Pro-forma of Bank Guarantee (in lieu of Earnest Money Deposit) provided herein.
7. Security Deposit (SD) – Clause No. 1.10: The following clause is added;  
"1.10.8 Bidder agrees to submit Security Deposit required for execution of the contract within the time period mentioned. In case of delay in submission of Security Deposit, enhanced Security Deposit which would include interest (Base rate of SBI +6%) for the delayed period, shall be submitted by the bidder. Further, if Security Deposit is not submitted till such time the first bill becomes due, the amount of Security Deposit due shall be recovered as per terms defined in NIT/contract, from the bills along with due interest."
8. Execution Plan, Progress Monitoring, Monthly Review and Performance Evaluation – Clause No. 2.9 of GCC is revised as under:
  - 2.9.1. A tentative plan/ programme for completion of the contractual scope of work as per the time schedule given in the contract shall be made jointly by BHEL and Contractor, before commencement of work. The above programme shall be supported by month wise deployment of resources viz Manpower, T&P, Consumables, etc. Progress will be reviewed periodically (Daily/Weekly/Monthly) vis-à-vis this jointly agreed programme. Subsequently, every month, quarterly rolling plan will be made by BHEL based on budgeted targets.  
  
Monthly plan in F-14 format shall be drawn from this Quarterly plan. Monthly plan shall necessarily include activities required for achieving targets/ milestones unless inputs/ fronts are not available. While planning and arriving on asking rate all available inputs shall be taken into consideration.  
  
Vendor will be required to execute the monthly plan in that month in addition to make full efforts to minimize the cumulative shortfall attributable to him up to the month. BHEL may require monthly work plan up to one and half times of average monthly value and demand matching manpower.

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

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: [www.bhel.com](http://www.bhel.com)

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-XIII: Correction / Revision of Special Conditions of Contract, General Conditions of Contract and Forms & Procedures

Tender Specification No. - YTPS: SCT: 202206-108

Page 67 of 86

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

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

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

- 2.9.2. Monthly progress review between BHEL and Contractor shall be based on the agreed programme as above, availability of inputs/fronts etc., and constraints if any, as per prescribed formats (i.e. Form F-14). Manpower, T&P and consumable reports as per prescribed formats shall be submitted by contractor every month. Release of RA Bills shall be contingent upon certification by BHEL Site Engineer of the availability of the above prescribed formats duly filled in and signed.
- 2.9.3. The burden of proof that the causes leading to any shortfall is not due to any reasons attributable to the contractor is on the contractor himself. The monthly progress review shall record shortfalls attributable to (i) Contractor, (ii) Force Majeure Conditions, and (iii) BHEL.
- 2.9.4. Performance of the Contractor shall be assessed as per prescribed formats and shall form the basis for 'Assessment of Capacity of Bidder' for Tenders where the Contractor is a bidder. BHEL reserves the right to revise the evaluation formats during the course of execution of the works.
9. Extension of Time for Completion – Clause No. 2.11 is revised as under:
- 2.11.1. If the completion of work as detailed in the scope of work gets delayed beyond the contract period, the contractor shall request for an extension of the contract and BHEL at its discretion may extend the Contract.
- 2.11.2. Based on the F-14 formats, the works balance at the end of original contract period less the backlog attributable to the contractor shall be quantified, and the number of months of 'Time extension' required for completion of the same shall be jointly worked out. Within this period of 'Time extension', the contractor is bound to complete the portion of backlog attributable to the contractor. Any further 'Time extension' or 'Time extensions' at the end of the previous extension shall be worked out similarly.
- 2.11.3. However, if any 'Time extension' is granted to the contractor to facilitate continuation of work and completion of contract, due to backlog attributable to the contractor alone, then it shall be without prejudice to the rights of BHEL to impose penalty/LD for the delays attributable to the contractor, in addition to any other actions BHEL may wish to take at the risk and cost of contractor.
- 2.11.4. Planning, progress monitoring, monthly review and performance monitoring shall be carried out as per Clause 2.9 of GCC.
10. Quantity Variation – Clause No. 2.14 of GCC is revised as under:
- 2.14.1. Variation in Final Executed Contract Value:

The quantities given in the contract are tentative and may change to any extent (both in plus side and minus side). No compensation becomes payable in case the variation of the final executed

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

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

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-XIII: Correction / Revision of Special Conditions of Contract, General Conditions of Contract and Forms & Procedures

Tender Specification No. - YTPS: SCT: 202206-108

Page 68 of 86

contract value is within the limits of Minus (-) 30% of awarded contract value. Also, no compensation becomes payable in case the contract gets partially executed/ short closed/ terminated/ work withdrawn under Rights of BHEL mentioned in Clause 2.7 of GCC. In case of work terminated / short closed under clause 2.7.4 of GCC, compensation may be considered only if BHEL receives compensation from customer.

Compensation due to variation of final executed contract value in excess of the limits defined in clause above, shall be as follows:

- i) In case the finally executed contract value reduces below the lower limit of awarded Contract Value due to quantity variation specified above, the Contractor will be eligible for compensation @ 15% of the difference between the lower limit of the awarded contract value and the actual executed contract value.
- ii) In case the finally executed contract value increases above the awarded Contract Value due to quantity variation, the Contractor is not eligible for any compensation.

### 2.14.2. Void.

11. Retention Amount – Clause No. 2.22 of GCC is revised as under:

2.22.1. Retention Amount shall be 5% of executed contract value and shall be recovered at the rate of 5% from each Running Bill admitted, including PVC Bills. Alternatively, BG, in line with clause 1.12 of GCC, equivalent to 5% of Contract Value against Retention Amount can also be submitted before payment of first RA Bill. The validity of the said BG shall be initially for the contract period & shall be extended, if so required, up to acceptance of final bill. In case of increase in contract value, additional BG for 5% of differential amount shall be submitted by Contractor before payment of next RA Bill due. In case, contractor opts cash deduction from RA bills in the beginning & subsequently offers to submit BG later on, then refund of deducted retention amount may be permitted against submission of equivalent BG only once during the contract period.

2.22.2. Refund of retention amount shall be as follows:

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

12. Existing format for BANK GUARANTEE FOR SECURITY DEPOSIT, as available in Form No. F11 (Rev 00) of Volume ID Forms and procedures stands deleted. Refer Pro-forma of Bank Guarantee (in lieu of Security Deposit) is provided herein.
13. Existing format on Monthly Plan & Review with Contractors, as available in Form No F-14 of Volume ID Forms and procedure stands Deleted. Form No.- F-14 (Rev 01) is enclosed.
14. Existing format on Monthly Performance Evaluation of Contractor, as available in Form No F-15 of Volume ID Forms and procedure stands Deleted. Form No.- F-15 (Rev 03) is enclosed.
15. Procedure 2.3 that forms the part of Forms and Procedures is provided herein.
16. Reverse Auction - The Chapter Reverse auction procedure published in 'Forms and Procedures 'of Volume I Book-II stands deleted. Revised Reverse Auction Guidelines 2021 available in the website <http://www.bhel.com> shall be applicable.

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

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: [www.bhel.com](http://www.bhel.com)

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-XIII: Correction / Revision of Special Conditions of Contract, General Conditions of Contract and Forms & Procedures

Tender Specification No. - YTPS: SCT: 202206-108

Page 69 of 86

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

Following clause shall form part of the HSE documents issued under Chapter IX of Volume IB 'Special Conditions of Contract'.

*"In case of any financial deduction made by Customer for lapses of safety other than what is provided elsewhere in the contract, the same shall be charged on back-to-back basis on the defaulting contractor without prejudice to any other right spelt anywhere in the tender /contract"*

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

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

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

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

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

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

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: [www.bhel.com](http://www.bhel.com)

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-XIII: Correction / Revision of Special Conditions of Contract, General Conditions of Contract and Forms & Procedures

Tender Specification No. - YTPS: SCT: 202206-108

Page 70 of 86

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

(On non-Judicial paper of appropriate value)

Bank Guarantee No.....

Date.....

To

(Employer's Name and Address)

.....

Dear Sirs,

In accordance with the terms and conditions of Invitation for Bids / Notice Inviting Tender No.....1 (Tender Conditions), M/s. ....2 having its registered office at .....3 (hereinafter referred to as the 'Tenderer'), is submitting its bid for the work of.....4 invited by Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at BHEL House, Siri Fort, Asiad, New Delhi – 110049 and unit at Bharat Heavy Electricals Limited, Power Sector Southern Region, Tek Towers, No.11, Old Mahabalipuram Road, Okkiyam Thoraipakkam, Chennai – 600097 through its project site at BHEL Site Office - 5x800 MW Yadadri TPS, Damarcherla (M), Nalgonda (D) – 508355, Telangana.

The Tender Conditions provide that the Tenderer shall pay a sum of Rs .....5 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 of .....6 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

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

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

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-XIII: Correction / Revision of Special Conditions of Contract, General Conditions of Contract and Forms & Procedures

Tender Specification No. - YTPS: SCT: 202206-108

Page 71 of 86

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

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

This Guarantee shall be irrevocable and shall remain in force up to and including.....7 and shall be extended from time to time for such period as may be desired by the Employer. This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Tenderer but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms hereof. However, unless a demand or claim under this Guarantee is made on us in writing on or before the .....8 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 to .....7
- c) Unless the Bank is served a written claim or demand on or before .....8 all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

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

For and on behalf of

(Name of the Bank)

(Signature of Authorised signatory)

Date.....

Place of Issue.....

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

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

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

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-XIII: Correction / Revision of Special Conditions of Contract, General Conditions of Contract and Forms & Procedures

Tender Specification No. - YTPS: SCT: 202206-108

Page 72 of 86

### PROFORMA OF BANK GUARANTEE (in lieu of SECURITY DEPOSIT)

(On non-Judicial paper of appropriate value)

Bank Guarantee No.....

Date.....

To

(Employer's Name and Address)

.....

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

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

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

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

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

We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied & the Employer certifies that the terms and conditions of the said Contract have been fully and properly carried out by

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

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



# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-XIII: Correction / Revision of Special Conditions of Contract, General Conditions of Contract and Forms & Procedures

Tender Specification No. - YTPS: SCT: 202206-108

Page 73 of 86

the said contractor(s) or acceptance of the final bill or discharge of this guarantee by the Employer, whichever is earlier. This guarantee shall initially remain in force upto and including \_\_\_\_\_6 and shall be extended from time to time for such period as may Page 2 of 3 be desired by the Employer. Unless a demand or claim under 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 to .....6
- c) Unless the Bank is served a written claim or demand on or before \_\_\_\_\_7 all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

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

Date \_\_\_\_\_ Day of \_\_\_\_\_

for \_\_\_\_\_ (indicate the name of the Bank)

(Signature of Authorised signatory)

- 1. NAME OF VENDOR /CONTRACTOR / SUPPLIER
- 2. REGISTERED OFFICE ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

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

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

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-XIII: Correction / Revision of Special Conditions of Contract, General Conditions of Contract and Forms & Procedures

Tender Specification No. - YTPS: SCT: 202206-108

Page 74 of 86

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).

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

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

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-XIII: Correction / Revision of Special Conditions of Contract, General Conditions of Contract and Forms & Procedures

Tender Specification No. - YTPS: SCT: 202206-108

Page 75 of 86

### PROFORMA OF BANK GUARANTEE (in lieu of RETENTION AMOUNT)

(On non-Judicial paper of appropriate value)

Bank Guarantee No. ....

Date .....

To

(Employer's Name and Address)

.....

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at BHEL House, Siri Fort, Asiad, New Delhi 110049 and unit at Bharat Heavy Electricals Limited, Power Sector Southern Region, Tek Towers, No.11, Old Mahabalipuram Road, Okkiyam Thoraipakkam, Chennai – 600097 through its project site at BHEL Site Office - 5x800 MW Yadadri TPS, Damarcherla (M), Nalgonda (D) – 508355, Telangana having agreed to exempt \_\_\_\_\_1(Name of the Vendor / Contractor / Supplier) with its registered office at \_\_\_\_\_2 (hereinafter includes Supplier), from demand under the terms and conditions of the Contract reference No. \_\_\_\_\_ dated \_\_\_\_\_3 valued at Rs \_\_\_\_\_4 (Rupees \_\_\_\_\_)4 (hereinafter called the said Contract), of Retention Amount for the due fulfilment by the said Contractor of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for Rs \_\_\_\_\_5 (Rupees \_\_\_\_\_ only),

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

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

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

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

We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied & the Employer certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) or acceptance of the final bill or discharge of this guarantee by the Employer, whichever is earlier. This guarantee shall initially remain in force upto and including \_\_\_\_\_6 and shall be extended

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

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

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-XIII: Correction / Revision of Special Conditions of Contract, General Conditions of Contract and Forms & Procedures

Tender Specification No. - YTPS: SCT: 202206-108

Page 76 of 86

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 to \_\_\_\_\_ 6
- c) Unless the Bank is served a written claim or demand on or before \_\_\_\_\_7 all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

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

Date \_\_\_\_\_ Day of \_\_\_\_\_

for \_\_\_\_\_ (indicate the name of the Bank)

(Signature of Authorized signatory)

1. NAME OF THE VENDOR /CONTRACTOR / SUPPLIER.
2. ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

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

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

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-XIII: Correction / Revision of Special Conditions of Contract, General Conditions of Contract and Forms & Procedures

Tender Specification No. - YTPS: SCT: 202206-108

Page 77 of 86

3. DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE
4. CONTRACT VALUE
5. BG AMOUNT IN FIGURES AND WORDS
6. VALIDITY DATE 7 DATE OF EXPIRY OF CLAIM PERIOD

Note:

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

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

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

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-XIII: Correction / Revision of Special Conditions of Contract, General Conditions of Contract and Forms & Procedures

Tender Specification No. - YTPS: SCT: 202206-108

Page 78 of 86

### Procedure-2.3

#### PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS

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

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

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: [www.bhel.com](http://www.bhel.com)

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-XIII: Correction / Revision of Special Conditions of Contract, General Conditions of Contract and Forms & Procedures

Tender Specification No. - YTPS: SCT: 202206-108

Page 79 of 86

- 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.

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

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

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-XIII: Correction / Revision of Special Conditions of Contract, General Conditions of Contract and Forms & Procedures

Tender Specification No. - YTPS: SCT: 202206-108

Page 80 of 86

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	<p>In cases involving claim and/or counter-claim of up to Rs 5crores.</p> <p>Rs 50,000/- (Sole Conciliator)</p> <p>In cases involving claim and/or counter-claim of exceeding Rs 5 crores but less than Rs 10 crores.</p> <p>Rs 75,000 (per Conciliator)</p> <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, Signing of the Settlement Agreement after approval of the</p>

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

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



# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-XIII: Correction / Revision of Special Conditions of Contract, General Conditions of Contract and Forms & Procedures

Tender Specification No. - YTPS: SCT: 202206-108

Page 81 of 86

		Competent Authority or Rejection of the proposed Settlement Agreement by the Competent Authority of BHEL.
3	Secretarial expenses	Rs. 10,000/- (one time) for the whole case for Conciliation by a Sole Member IEC. Where Conciliation is by multi member Conciliators – Rs 30,000/- (one time)- to be paid to the IEC.
4.a	Travel and transportation and stay at outstation for Retired Senior Officials of other Public Sector Undertakings (pay scale wise equivalent to or more than E-8 level of BHEL)	As per entitlement of the equivalent officer (pay scale wise) in BHEL.
4.b	Others	As per the extant entitlement of whole time Functional Directors in BHEL. Ordinarily, the IEC Member(s) would be entitled to travel by air Economy Class.
5	Venue for meeting	Unless otherwise agreed in the agreement, contract or the Memorandum of Understanding, as the case may be, the venue/seat of proceedings shall be the location of the concerned Unit / Division / Region / Business Group of BHEL. Without prejudice to the seat/venue of the Conciliation being at the location of concerned BHEL Unit / Division / Region / Business Group, the IEC after consulting the Parties may decide to hold the proceedings at any other place/venue to facilitate the proceedings. Unless, Parties agree to conduct Conciliation at BHEL premises, the venue is to be arranged by either Party alternately.

24. The parties will bear their own costs including cost of presenting their cases/evidence/witness(es)/expert(s) on their behalf. The parties agree to rely upon documentary evidence in support of their claims and not to bring any oral evidence in IEC proceedings.
25. If any witness(es) or expert(s) is/are, with the consent of the parties, called upon to appear at the instance of the IEC in connection with the matter, then, the costs towards such witness(es)/expert(s) shall be determined by the IEC with the consent of the Parties and the cost so determined shall be borne equally by the Parties.
26. The other expenditures/costs in connection with the Conciliation proceedings as well as the IEC's fees and expenses shall be shared by the Parties equally.

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

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

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-XIII: Correction / Revision of Special Conditions of Contract, General Conditions of Contract and Forms & Procedures

Tender Specification No. - YTPS: SCT: 202206-108

Page 82 of 86

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.

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

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

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-XIII: Correction / Revision of Special Conditions of Contract, General Conditions of Contract and Forms & Procedures

Tender Specification No. - YTPS: SCT: 202206-108

Page 83 of 86

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 Clam(s)/Counter Claim(s):

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

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

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

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

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

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-XIII: Correction / Revision of Special Conditions of Contract, General Conditions of Contract and Forms & Procedures

Tender Specification No. - YTPS: SCT: 202206-108

Page 84 of 86

**FORMAT-7**

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

To,

M/s. (Stakeholder's name)

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

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

Dear Sir/Madam,

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

Sl. No.	Claim description	Amount involved

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

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

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

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

Thanking you

Yours faithfully

Representative of BHEL

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

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

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

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-XIII: Correction / Revision of Special Conditions of Contract, General Conditions of Contract and Forms & Procedures

Tender Specification No. - YTPS: SCT: 202206-108

Page 85 of 86

**FORMAT-8**

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

To,

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

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

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

Dear Sir/Madam,

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

Sl. No.	Claim description	Amount involved

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

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

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

Thanking you

Yours faithfully

Representative of the Stakeholder

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

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

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

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-XIII: Correction / Revision of Special Conditions of Contract, General Conditions of Contract and Forms & Procedures

Tender Specification No. - YTPS: SCT: 202206-108

Page 86 of 86

**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.

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

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