

TENDER SPECIFICATION

No.

BHE/PW/PUR/MANUT-TPT-DRUM/1577

FOR

**Loading of 1 No. 270 MW Boiler Drum (133 MT)
on hydraulic trailer from BHEL's yard,
transportation of Drum to Boiler cavity &
Unloading of Drum**

AT

4X270 MW MANUGURU TPS TSGENCO

AT

MANUGURU, DISTT. - KHAMMAM, TELANGANA

VOLUME - I

(TECHNICAL BID)



BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

POWER SECTOR - WESTERN REGION

345-KINGSWAY, NAGPUR-440 001

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Volume No	Description	Hosted in website bhel.com as files titled
NIL	Tender Specification Issue Details	(Part of <u>Volume-IA-1577</u>)
NIL	Notice Inviting Tender	(Part of <u>Volume-IA-1577</u>)
I-A	Technical Conditions of Contract	Volume-IA-1577
I-B	Special Conditions of Contract	Volume-I BCD-1577
I-C	General Conditions of Contract	(Part of Volume- I BCD-1577)
I-D	Forms & Procedures	(Part of Volume-I BCD- 1577)
I-A	Appendix-I - Drawing of Boiler Drum	Attached Separately
II	Price Bid Specification	Volume-II-Price bid- 1577

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)
POWER SECTOR - WESTERN REGION
345, KINGS WAY - NAGPUR 440 001

TENDER SPECIFICATION NO - BHE/PW/PUR/MANUT-TPT-DRUM/1577

ISSUE DETAILS

NAME OF THE WORK:

LOADING OF 1 NO. 270 MW BOILER DRUM (133 MT) ON HYDRAULIC TRAILER FROM BHEL'S YARD, TRANSPORTATION OF DRUM TO BOILER CAVITY, UNLOADING OF DRUM OF U#1 OF 4X270 MW TSGENCO BHADRADARI PROJECT NEAR MANUGURU DISTRICT KHAMMAM IN TELANGANA STATE.

LAST DATE & TIME FOR SUBMISSION OF COMPLETED OFFERS: PLEASE OBTAIN THE LATEST DETAILS FROM OUR WEB PAGE <http://www.bhel.com> (Tender Notifications, → View Corrigendum's)

THESE TENDER SPECIFICATION DOCUMENTS CONTAINING **VOLUME-I** AND **VOLUME-II** ARE ISSUED TO:

M/s.....

.....

.....

(THESE TENDER SPECIFICATION DOCUMENTS ARE NOT TRANSFERABLE)

FOR BHARAT HEAVY ELECTRICALS LIMITED

Addl General Manager (Purchase)

PLACE: NAGPUR

DATE:

Ref: BHE/PW/PUR/MANUT-TPT-DRUM/1577

Date: 23/12/2015

NOTICE INVITING TENDER (NIT)
NOTE: BIDDER MAY DOWNLOAD FROM WEB SITES
OR
PURCHASE TENDERS FROM THIS OFFICE ALSO

To

Dear Sir/Madam

Sub: NOTICE INVITING TENDER

Sealed offers in two part bid system are invited from reputed & experienced bidders (meeting [PRE QUALIFICATION CRITERIA](#) as mentioned in Annexure-I) 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	T.S NO. BHE/PW/PUR/MANUT-TPT-DRUM/1577		
ii	Broad Scope of job	Loading of 1 No. 270 MW Boiler Drum (133 MT) on hydraulic trailer from BHEL's yard, transportation of Drum to Boiler cavity, Unloading of Drum of U#1 OF 4X270 MW TSGENCO BHADRADARI PROJECT NEAR MANUGURU DISTRICT KHAMMAM IN TELANGANA STATE.	
iii	DETAILS OF TENDER DOCUMENT		
A	Volume-IA	<i>Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc</i>	Applicable
B	Volume-IB	<i>Special Conditions of Contract (SCC)</i>	Applicable
C	Volume-IC	<i>General Conditions of Contract (GCC)</i>	Applicable
D	Volume-ID	<i>Forms and Procedures</i>	Applicable
E	Volume-II	<i>Price Schedule (Absolute value).</i>	Applicable
iv	Issue of Tender Documents	23/12/2015	Applicable
V	DUE DATE & TIME OF OFFER SUBMISSION	Date : 13/01/2016 , Time :15.00Hrs Place : <u>BHEL PS Regional office at :Nagpur</u> Tenders being submitted through representative shall be handed over to any of the following BHEL officials after making entry/registration at the reception: Abhijeet Kumar/ Engineer (Purchase)	Applicable

		Pratish Gee Varghese/Sr. Engineer(Purchase) Nirmal P G (Asst. Engineer/ Purchase)	
vi	OPENING OF TENDER	1 hours after the latest due date and time of Offer submission Notes: (1) In case the due date of opening of tender becomes a non-working day, tenders shall be opened on next working day at the same time. (2) Bidder may depute representative to witness the opening of tender	Applicable
vii	EMD AMOUNT	Rs. 40,000/- (Rupees Forty Thousand Only)	Applicable
viii	COST OF TENDER	Rs 2000/-.	Applicable
ix	LAST DATE FOR SEEKING CLARIFICATION	Date: Atleast 7 days before the due date of offer submission Along with soft version also, addressing to undersigned & to others as per contact address given below; Abhijeet Kumar/ Engineer PH: 0712-3048714. E-mail: kabhi@bhelpswr.co.in & Pratish Gee Varghese/ Sr. Engineer PH: 0712-3048713 E-mail: pgv@bhelpswr.co.in	Applicable
X	SCHEDULE OF Pre Bid Discussion (PBD)	Not applicable.	Not applicable.
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)		Not Applicable
xii	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com -->Tender Notifications →View Corrigendums) and not in the newspapers. Bidders to keep themselves updated with all such information	

- 2.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly signed & stamped on each page, 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 Unless specifically stated otherwise, bidder shall remit cost of tender and courier charges if applicable, in the form of Demand Draft drawn in favour of Bharat Heavy Electricals Ltd, payable at Power Sector Regional HQ at NAGPUR issuing the Tender, along with techno-commercial offer. Bidder may also choose to deposit the Tender document cost by cash at the Cash Office as stated above against sl no iv of 1, on any working day; and in such case copy of Cash receipt is to be enclosed with the Techno Commercial offer. Sale of tender Documents shall not take place on National Holidays, holidays declared by Central or State Governments and BHEL PS HQ at NAGPUR, Sundays and second/ last Saturdays
- 4.0 Unless specifically stated otherwise, bidder shall deposit EMD through Demand Draft/Pay Order in favour of Bharat Heavy Electricals Ltd, payable at NAGPUR. For other details and for 'One Time EMD' please refer General Conditions of Contract.

- 5.0 **Procedure for Submission of Tenders:** The Tenderers must submit their Tenders to Officer inviting Tender, as detailed below:
- PART-I consisting of 'PART-I A (Techno Commercial Bid)' & 'PART-I B (EMD/COST of TENDER)' in two separate sealed and superscripted envelopes (ENVELOPE-I & ENVELOPE-II)
 - PART-II (Price Bid) – in sealed and super scribed envelope (ENVELOPE-III)
- 6.0 The contents for ENVELOPES and the superscription for each sealed cover/Envelope are as given below. **(All pages to be signed and stamped)**

Sl no	Description	Remarks
	Part-I A	
	<p>ENVELOPE – I superscribed as : PART-I (TECHNO COMMERCIAL BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:</p> <p>CONTAINING THE FOLLOWING:-</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. Note: <ol style="list-style-type: none"> a. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be placed after document under sl no (i) above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained. b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding. <ol style="list-style-type: none"> i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender 	
iii.	Supporting documents/ annexure/ schedules/ drawing etc as required in line with Pre-Qualification criteria. It shall be specifically noted that all documents as per above shall be indexed properly and credential certificates issued by clients shall distinctly bear the name of organization, contact ph no, FAX no, etc.	
iv.	All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc pertinent to this NIT.	
v.	Integrity Pact Agreement (Duly signed by the authorized signatory)	If applicable
vi.	Duly filled-in annexure, formats etc as required under this Tender Specification/NIT	
vii.	Notice inviting Tender (NIT)	
viii.	Volume – I A : <u>Technical</u> Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc	
ix.	Volume – I B : Special Conditions of Contract (SCC)	
x.	Volume – I C : General Conditions of Contract (GCC)	
xi.	Volume – I D : Forms & Procedures	
xii.	Volume – II (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item	
xiii.	Any other details preferred by bidder with proper indexing.	

PART-I B	
	<p>ENVELOPE – II superscribed as: PART-I (EMD/COST of TENDER) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING:-</p>
i.	<p>1. Earnest Money Deposit (EMD) in the form as indicated in this Tender OR Documentary evidence for 'One Time EMD' with the Power Sector Region of BHEL floating the Tender</p> <p>2. Cost of Tender (Demand Draft or copy of Cash Receipt as the case may be)</p>

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

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

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

- 7.0 No Deviation with respect to tender clauses and no additional clauses/ suggestions/ in Techno-commercial bid/ Price bid shall normally 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 **VOID**

- 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 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. No additional claim shall be entertained by BHEL in future, on account of non-acquaintance of above.
- 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 BHEL may decide holding pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.
- 13.0 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer, else BHEL's interpretation shall prevail.
- 14.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with 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 (xi) of 1 above.**
- 16.0 The Bidder has to satisfy the Pre Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre Qualification Criteria specified in this NIT as per Annexure-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 authorised representative to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful/Disqualified bidders under intimation to the respective bidders.
- 18.0 Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) or specified otherwise in SCC of tender.
- 19.0 BHEL reserves the right to decide the successful bidder on the basis of Reverse Auction process. In such case all qualified bidders will be intimated regarding procedure/ modality for Reverse Auction process prior to Reverse Auction and price will be decided as per the rules for Reverse Auction.
- However, if reverse auction process is unsuccessful as defined in the RA rules/procedures, or for whatsoever reason, then the sealed 'PRICE BIDS' will be opened for deciding the successful bidder. BHEL's decision in this regard will be final and binding on bidder.
- 20.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 21.0 In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.

- 22.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 23.0 In case Consortium Bidding is allowed as per Pre Qualifying Requirement, then Prime Bidder and Consortium Partner shall enter into Consortium Agreement. Validity period of Consortium Agreement shall be 6 months after which the same can be re validated.
'Stand alone' bidder cannot become a '**prime bidder**' or a '**consortium bidder**' in a consortium bidding. Prime bidder shall neither be a consortium partner to other prime bidder nor take any other consortium partners. However, consortium partner may enter into consortium agreement with other prime bidders. In case of non compliance, consortium bids of such Prime bidders will be rejected
- 24.0 The bidder shall submit documents in support of possession of 'Qualifying Requirements" duly self certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately
- 25.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 26.0 BHEL reserves the right to reject any tender on the basis of unsatisfactory performance of the bidder in any ongoing job or any similar job in the last seven years or for furnishing false information/declaration in the offer.
- 27.0 **Liquidated Damages/Penalty:** BHEL will impose Liquidated Damages and Penalty as per suitable clauses in the respective Tender Specifications on account of delay, violation of contract conditions and non-performance attributable to the contractor.
- 28.0 **LATE TENDER:** Tender received after the specified date and time of submission shall not be considered in any circumstances.
- 29.0 A bidder must satisfy **all the Qualifying Requirements** stipulated under 'C', 'D' etc of this tender concurrently in order to get qualified.
- 30.0 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~~

for BHARAT HEAVY ELECTRICALS LTD
AGM / Purchase

Enclosure.

01. Annexure-1: Pre Qualifying criteria.
02. Annexure-2: Check List.
03. Annexure-2: Important Information.

ANNEXURE - 1

PRE QUALIFYING CRITERIA

JOB	Loading of 1 No. 270 MW Boiler Drum (133 MT) on hydraulic trailer from BHEL's yard, transportation of Drum to Boiler cavity, Unloading of Drum of U#1 OF 4X270 MW TSGENCO BHADRADARI PROJECT NEAR MANUGURU DISTRICT KHAMMAM IN TELANGANA STATE.
TENDER NO	BHE/PW/PUR/MANUT-TPT-DRUM/1577

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
A	Submission of Integrity Pact duly signed (if applicable)	NOT APPLICABLE	
B	Technical B.1) Bidder must have in last Seven years as on latest date of offer submission, successfully carried out transportation of any single ODC consignment of 100 MT or more.	APPLICABLE	
C1	FINANCIAL TURNOVER criteria Bidders must have achieved an average annual financial turnover (audited) of Rs 06 Lakhs or more over last three Financial Years (FY) i.e. 2012-2013, 2013-14, 2014-15.	APPLICABLE	
C2	NETWORTH (only in case of Companies) Net worth of the Bidder based on the latest Audited Accounts as furnished for 'C-1' above should be positive	APPLICABLE	
C3	PROFIT Bidder must have earned cash profit in any one of the three Financial Years as applicable in the last three Financial Years defined in 'C-1' above based on latest Audited Accounts.	APPLICABLE	
D	Assessment of Capacity of Bidder to execute the work as per sl no 9 of NIT	NOT APPLICABLE	BY BHEL
E	Approval of Customer	NOT APPLICABLE	BY BHEL
F	Consortium criteria	NOT APPLICABLE	BY BHEL
G	Price Bid Opening Note: Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria A to E	APPLICABLE	BY BHEL

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
	<p><u>Explanatory Notes for QR</u></p> <ol style="list-style-type: none"> Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated against C-1 above along with all annexure. 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. 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. 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) C-3:- PROFIT : shall be NET profit (PAT + Non cash expenditure viz depreciation) earned during any one of the three financial years as in C-1 above Time period for achievement of the 'Technical' criteria of PQR (as in 'B' above) will be the last 7 years ending on the 'latest date' of Bid submission 'EXECUTED' means the Vendor 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 The value of work (Experience submitted against PQR B) shall be updated as per the PVC indices for "All India Avg. Consumer Price Index for Industrial Workers" with base month as date of execution (completion of contract/work) and indexed up to two months prior to bid opening month. 		

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

Bidder's Response to BHEL TECHNICAL PQR (WHICHEVER IS APPLICABLE)

PQR No	Pre-Qualifying Requirement	Credentials (Detailed Work Order, Completion Certificate, TDS Certificates etc) based on which bidder is claiming PQR	Reference of the documents	Page No
Bidders shall essentially meet all the Qualifying Requirements in last seven years as on latest date of bid submission as under.				
B	Technical B.1) Bidder must have in last Seven years as latest date of offer submission, successfully carried out transportation of any ODC consignment of 100 MT or above OR Generator Stator of 190 MW or higher capacity.			
C1	FINANCIAL TURNOVER criteria Bidders must have achieved an average annual financial turnover (audited) of Rs 06 Lakhs or more over last three Financial Years (FY) i.e. 2012-2013, 2013-14, 2014-15. Bidder should furnish audited accounts details to establish above.	Turnover for 2012-13 (in lakhs): Turnover for 2013-14(in lakhs): Turnover for 2014-15(in lakhs): Average of any 03 years (in lakhs):		
C2	NETWORTH (only in case of Companies) Net worth of the Bidder based on the latest Audited Accounts as furnished for 'C-1' above should be positive	Net worth as per latest audited accounts is <input type="checkbox"/> Positive <input type="checkbox"/> Negative <input type="checkbox"/> NA		
C3	PROFIT Bidder must have earned cash profit in any one of the three Financial Years as applicable in the last three Financial Years defined in 'C-1' above based on latest Audited Accounts.	Cash Profit as per audited accounts is positive for <input type="checkbox"/> 2012-13 <input type="checkbox"/> 2013-14 <input type="checkbox"/> 2014-15 <input type="checkbox"/> Not positive in any financial year		
<ul style="list-style-type: none"> NOTE: BIDDERS MUST CLEARLY INDICATE IN THE TABLE ABOVE, HOW THEY ARE SATISFYING TECHNICAL PQR ALONG WITH THE REFERENCE OF THE SUPPORTING DOCUMENTS AND THE PAGE NUMBER IN WHICH THE REFERRED DOCUMENTS ARE ANNEXED IN THE BID DOCUMENT. BHEL WILL NOT CONSIDER ANY OTHER DOCUMENT OTHER THAN THOSE SPECIFIED BY THE BIDDERS IN THE TABLE ABOVE FOR EVALUATION OF TECHNICAL PQR. BIDDER MAY ATTACH SEPERATE SHEET IF NECESSARY 				

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.	Details of Contact person for this Tender <i>(Please fill the contact details of the person responsible for the tender so that he/she can be contacted directly regarding any clarifications)</i>	Name : Mr. /Ms. Designation: Tel No: Mobile No: Email –Id:-	
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	As per NIT	
6.		APPLICABILITY	BIDDER REPLY
7.	Whether the format for compliance with pre-qualification criteria (ANNEXURE-I) is understood and filled with proper supporting documents referenced in the specified format	Applicable	YES / NO
8.	Audited profit and loss account for the last three years as per PQR	Applicable	YES/NO
9.	Copy of pan card	Applicable	YES/NO
10.	Whether all pages of the tender documents (Tech Bid & Price Bid) including annexures, appendices etc. are read understood and signed	Applicable	YES/NO
11.	Declaration by authorized signatory	Applicable	YES/NO
12.	No deviation certificate	Applicable	YES/NO
13.	Declaration confirming knowledge about site conditions	Applicable	YES/NO
14.	Declaration for relation in BHEL	Applicable	YES/NO
15.	Bank account details for e-payment	Applicable	YES/NO
16.	Power of attorney for submission of tender/signing contract agreement	Applicable	YES/NO
17.	Bidder has familiarized himself with all relevant local laws & conditions	Applicable	YES/NO
18.	Copy of similar work executed along with proof of completion	Applicable	YES/NO
19.	Whether all the pages of the tender documents are read, understood and signed	Applicable	YES/NO

NOTE: STRIKE OFF 'YES' OR 'NO', AS APPLICABLE
DATE:

AUTHORISED SIGNATORY
(With Name, Designation and Company seal)

Annexure-3**IMPORTANT INFORMATION**

Sealed Tenders shall be submitted at following address to AGM /Purchase BHEL PSWR NAGPUR:

BHEL PSWR, SRIMOHINI COMPLEX , 345 KINGSWAY, NAGPUR 440001, INDIA

All correspondences regarding this tender shall be addressed to AGM / PURCHASE BHEL PSWR at above address. Bidders may also opt to correspond with following BHEL officials regarding this tender through email at following email ids. However please be informed that sealed tenders shall necessarily be submitted in original at above address:

AGM Purchase, Email id: rajeebc@bhelswr.co.in. Ph: +91 – 712 – 3048633

Sr Engineer Purchase, Email: pgv@bhelswr.co.in, Ph: +91 – 712 – 3048713

Sr Engineer Purchase, Email: nktiwari@bhelswr.co.in Ph: +91-712-3048651

Engineer Purchase, Email id: svm@bhelswr.co.in , Ph: +91 – 712 – 3048715

- 1. The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site (www.bhel.com ---> Tender Notification -> List of Banned Firms)**
- 2. Refer Chapter XII of Volume IB Special Conditions of Contract regarding Suspension of Business Dealings: The abridged version of extant ‘Guidelines for suspension of business dealings with suppliers/ contractors’ has now been uploaded on www.bhel.com on “supplier registration page” at the following link: http://www.bhel.com/vender_registration/pdf/Suspension-of-Business-Dealings-with-Supplier-issued-Sept13_abridged.pdf**
- 3. All Statutory Requirements as applicable for this project shall be complied with.**
- 4. BHEL Fraud Prevention Policy, "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."**
- 5. 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”

6. Please take note of following Revised Tender Clauses:

- i. Notice Inviting Tender: Sl No 9
- ii. General conditions of Contract: Clause 2.12, 2.14, 2.17, Clause No 1.15.13 (New), Clause No 2.8.3, 2.8.4 and 2.8.5
- iii. Special Conditions of Contract: Clause No 4.2.1.7

7. Following Notes are added to Form F- 15 of Volume I D 'Forms & procedures'

- i. It is only indicative and shall be as per the online format issued by BHEL time to time.
- ii. No request will be entertained after specified date of the current month w.r.t the changes requested in the scores of immediate previous month.

8. PRICE VARIATION CLAUSE

Price Variation Compensation Clause no. 2.17 of Vol I C GCC shall not be applicable.

9. QUANTITY VARIATION

QUANTITY VARIATION Clause no. 2.14 of Vol I C GCC is not applicable.

10. OVER RUN COMPENSATION

Over Run Compensation Clause no. 2.12 of Vol I C GCC shall not be Applicable

11. Acceptance of Bank Guarantee (BG)

Revision in Acceptance of Bank Guarantee (BG) Clause no. 1.10.3 (V) of Vol I C GCC:

Clause No. 1.10.3 (V) of Vol IC GCC is revised as below:-

“Bank Guarantee issued by:

- a. Any of the BHEL consortium bank listed below :

State Bank of India
ABN Amro Bank N.V.
Bank of Baroda
Canara Bank
Citi Bank N.A.
Corporation Bank
Deutsche Bank
HDFC Bank Ltd.
The Hongkong and Shanghai Banking Corporation Ltd.
ICICI Bank Ltd.

IDBI Ltd.
Punjab National Bank
Standard Chartered Bank
State Bank of Travancore
State Bank of Hyderabad
Syndicate Bank

- b. Any public sector Bank (other than consortium banks) with a clause in the text of Bank Guarantee that it is enforceable at Nagpur, Maharashtra
- c. Any private sector banks, with a clause in the text of Bank Guarantee that it is enforceable by being presented at any branch of the bank

Note: “Bank Guarantees issued by Co-operative Banks are not acceptable”.

12. Broad Terms & Conditions of Reverse Auction

In continuation to Clause 19.0 of NIT (Notice Inviting Tender) following are the broad terms and conditions of Reverse Auction is given in Annexure V of NIT:

- 12.1. Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to “REVERSE AUCTION PROCEDURE” i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).
- 12.2. BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids. In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit „online sealed bid“ in the Reverse Auction. Non-submission of „online sealed bid“ by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
- 12.3. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
- 12.4. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit ‘online sealed bid’ in the Reverse Auction. Non-submission of ‘online sealed bid’ by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.

- 12.5. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
- 12.6. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
- 12.7. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
- 12.8. Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
- 12.9. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for noncompliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
- 12.10. Reverse auction will be conducted on scheduled date & time.
- 12.11. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
- 12.12. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
- 12.13. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
- 12.14. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the "Business Rules of Reverse Auction", which will be communicated before the Reverse Auction.
- 12.15. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
- 12.16. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
- 12.17. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

DECLARATION BY BIDDER'S AUTHORIZED SIGNATORY

TENDER SPECIFICATION No. BHE/PW/PUR/MANUT-TPT-DRUM/1577

I, _____ HEREBY CERTIFY THAT ALL THE INFORMATION AND DATA FURNISHED BY ME WITH REGARD TO THIS TENDER SPECIFICATION ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE. I HAVE GONE THROUGH THE SPECIFICATIONS, CONDITIONS AND STIPULATIONS IN DETAIL AND AGREE TO COMPLY WITH THE REQUIREMENTS AND INTENT OF THE SPECIFICATION. I FURTHER CERTIFY THAT I AM DULY AUTHORISED REPRESENTATIVE OF THE UNDERMENTIONED BIDDER AND A VALID POWER OF ATTORNEY TO THIS EFFECT IS ALSO ENCLOSED.

DATE:

SIGNATURE OF AUTHORIZED SIGNATORY WITH SEAL

CERTIFICATE OF NO-DEVIATION

TENDER SPECIFICATION No. BHE/PW/PUR/MANUT-TPT-DRUM/1577

I/WE, M/s.....

HEREBY CERTIFY THAT NOTWITHSTANDING ANY CONTRARY INDICATIONS/ CONDITIONS ELSEWHERE IN OUR OFFER DOCUMENTS, I/WE HAVE NEITHER SET ANY TERMS AND CONDITIONS NOR THERE IS ANY DEVIATION TAKEN FROM THE CONDITIONS OF BHEL'S TENDER SPECIFICATIONS, EITHER TECHNICAL OR COMMERCIAL, AND I/WE AGREE TO ALL THE TERMS AND CONDITIONS MENTIONED IN BHEL'S TENDER SPECIFICATION WITH ASSOCIATED AMENDMENTS AND CLARIFICATIONS.

Date:

Seal & Signature of the Bidder

CERTIFICATE CONFIRMING
KNOWLEDGE ABOUT SITE CONDITIONS

TENDER SPECIFICATION No. BHE/PW/PUR/MANUT-TPT-DRUM/1577

We, M/s
hereby declare and confirm that we have visited the project site(s) for which we have submitted our offer and acquired full knowledge and information about the site conditions.

We further confirm that the above information is true and correct and we shall not be eligible for any additional payment of any nature due to lack of knowledge or non-familiarization of site conditions.

BIDDER'S NAME AND ADDRESS:

SIGNATURE & OFFICIAL SEAL OF BIDDER'S
AUTHORISED SIGNATORY

PLACE:

DATE:

DECLARATION SHEET

TENDER SPECIFICATION No. BHE/PW/PUR/MANUT-TPT-DRUM/1577

The Bidders are requested to furnish the following information while quoting, failing which their offer will be summarily rejected.

1. Whether any relative(s) of Partner/Director /Owner is presently employed in BHEL? : YES NO
If so, his connection with the Firm (If yes, please give particulars)
2. Whether any BHEL employee is Holding any share in Firm? : YES NO
(If yes, please give particulars)

Signature & Official Seal of the Tenderer

Note:

1. Attach separate sheet, if necessary.
2. If the BHEL Management comes to know, at a later date, that the information furnished by the Bidder is false, suitable action will be taken according to law against the contractor

SI No	DESCRIPTION	Chapter	No. OF PAGES
Volume-IA	Part-I: Contract specific details		
1	Project Information	Chapter-I	1
2	Scope of Works	Chapter-II	1
3	Facilities in the scope of Contractor/BHEL (Scope Matrix)	Chapter-III	5
4	T&Ps and MMEs to be deployed by Contractor	Chapter-IV	1
5	T&Ps and MMEs to be deployed by BHEL on sharing basis	Chapter-V	1
6	Time Schedule	Chapter-VI	1
7	Terms of Payment	Chapter-VII	2
8	Taxes and other Duties	Chapter-VIII	3
9	General Conditions	Chapter- IX	6

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - II: Scope of Works

1.0	Project Information
1.1	BACKGROUND
	<p>TELANGANA STATE GENERATION COMPANY (TSGENCO) is setting up a coal based 4x270 MW Thermal Power Project at Bhadradi, Manuguru, Distt.-Khammam, Telangana. Site is located at a distance of 100 KM from Khammam Railway station.</p>
	Location: 10 Kms from Manuguru Town
	Nearest Railway Station: Manuguru (20 Kms)
	Nearest Airport/ seaport: Vijayawada (220 Kms from site)
	Access By Road/Major Cities: 38 KM from Bhadrachalam, 345 KM from Hyderabad
	Source of Coal: Singareni Coal Mines/Imported Coal
	Source of Water: Godavari River
	Meteorological Data:
	Dry Bulb Temperature (Max/Min): 44.8o C/13oC
	Humidity (Max/Min): 82%/31%
	Average Rainfall: 1250 mm annually
	Wind Speed: Basic wind speed of 44 m/sec as per IS -875(Part-3)
	Seismic Zone: Zone III

The bidder is advised to visit and examine the site of WORKS and its surroundings and obtain for himself on his own responsibility all information and acquaint himself with the prevailing conditions viz. statutory, mandatory, obligatory etc. that may be necessary for preparing the bid and entering into the CONTRACT. All costs for and associated with site visits shall be borne by the bidder.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - II: Scope of Works

2.0 SCOPE OF WORK

The work to be carried out under the scope of these specifications is broadly as under:

PART-A: BOILER DRUM

Loading of 1 no. 270 MW Boiler Drum (**133 MT**) on hydraulic trailer at project site at Manuguru, transportation of Drum to Boiler Cavity of Unit-1 & its unloading.

1. Boiler Drum is at BHEL yard approximately 3-4 **kms** from Boiler Cavity
2. The work broadly includes following activities.
 - a) Loading of Drum on Hydraulic trailer. **Hydraulic trailer is in scope of agency.**
 - b) Transportation of Drum on hydraulic trailer up to Boiler Cavity of Unit-1 at Project site at a place as advised by BHEL engineer.
 - c) Unloading of the Drum on sleepers/pedestals in Boiler cavity area.
 - d) The contractor shall ensure loading of drum on trailer in such a way so that Drum can be unloaded at site as per the orientation of Drum during lifting.

3. SUGGESTED SEQUENCE OF OPERATION :

Suggested sequence of operation for (a) loading of Drum on hydraulic trailer (b) transportation up to Boiler Cavity and (c) unloading of Drum from trailer at site.

Sketch of Drum is attached as Appendix-I & will form part of Tender.

4) INFORMATION SYSTEM:

The bidder shall keep close liaison with the office of Construction Manager, BHEL, Manuguru site during loading/transit/unloading of the consignment. Feedback report/ status of the consignments should be informed periodically once a day to Construction Manager, BHEL. Bidder's representatives on the vehicle shall carry mobile for communication and also give location of vehicle.

5) SPECIAL CONDITIONS:

i) Transporter has to make joint visit along with BHEL Engineer and copy of MoM for joint visit is to be submitted along with the offer. He has to intimate regarding the strengthening of the Road/Trenches in advance which are coming on route from unloading point to Boiler Cavity in case of Drum.

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter – III: Facilities in the scope of Contractor/BHEL

Sl. No	Description	Scope / to be taken care by		Remarks
		BHEL	Bidder	
3.1	ESTABLISHMENT			
3.1.1	FOR CONSTRUCTION PURPOSE:			
a	Open space for office (as per availability)	Yes		Location will be finalized after joint survey with owner
b	Open space for storage (as per availability)	Yes		Location will be finalized after joint survey with owner
c	Construction of bidder's office, canteen and storage building including supply of materials and other services		Yes	
d	Bidder's all office equipments, office / store / canteen consumables		Yes	
e	Canteen facilities for the bidder's staff, supervisors and engineers etc		Yes	
f	Fire fighting equipments like buckets, extinguishers etc		Yes	
g	Fencing of storage area, office, canteen etc of the bidder		Yes	
3.1.2	FOR LIVING PURPOSES OF THE BIDDER			
a	Open space for labour colony (as per availability)		Yes	Contractor has to make their own arrangements for labours accommodation (Labour colony)
b	Labour Colony with internal roads, sanitation, complying with statutory requirements		Yes	
3.2.0	ELECTRICITY			
3.2.1	Electricity For construction purposes of Voltage 415/440 V	Yes		FREE
a	Single point source	Yes		At a distance of 500 M from site (Distance is only approximate, it may vary upto an extent depending on site condition)
b	Further distribution including all materials, Energy Meter, Protection devices and its service		Yes	

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter – III: Facilities in the scope of Contractor/BHEL

Sl. No	Description PART I	Scope / to be taken care by		Remarks
		BHEL	Bidder	
c	Duties and deposits including statutory clearances if applicable		Yes	
3.2.2	Electricity for the office, stores, canteen etc of the bidder			Free
a	Single point source	Yes		At a distance of 500 M from site (Distance is only approximate, it may vary upto an extent depending on site condition)
b	Further distribution including all materials, Energy Meter, Protection devices and its service		Yes	
c	Duties and deposits including statutory clearances if applicable		Yes	
3.2.3	Electricity for living accommodation of the bidder's staff, engineers, supervisors etc			BHEL will not provide electricity for labour colony. Contractor has to make his own arrangement.
a	Single point source		-	
b	Further distribution including all materials, Energy Meter, Protection devices and its service		Yes	
c	Duties and deposits including statutory clearances if applicable		Yes	
3.3.0	WATER SUPPLY			
3.3.1	For construction purposes:	Yes		FREE
a	Making the water available at single point	Yes		
b	Further distribution as per the requirement of work including supply of materials and execution		Yes	
3.3.2	Water supply for bidder's office, stores, canteen etc.			Free
a	Making the water available at single point	Yes		
b	Further distribution as per the requirement of work including supply of materials and execution		Yes	

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter – III: Facilities in the scope of Contractor/BHEL

Sl. No	Description PART I	Scope / to be taken care by		Remarks
		BHEL	Bidder	
3.3.3	<u>Water supply for Living Purpose</u>			BHEL will not make any arrangement for water. Contractor has to make his own arrangement
a	Making the water available at single point		Yes	
b	Further distribution as per the requirement of work including supply of materials and execution		Yes	
3.4.0	LIGHTING			
a	For construction work (supply of all the necessary materials) 1. At office/storage area 2. At the preassembly area 3. At the construction site /area		Yes	
b	For construction work (execution of the lighting work/ arrangements) 1. At office/storage area 2. At the preassembly area 3 At the construction site /area		Yes	
c	Providing the necessary consumables like bulbs, switches, etc during the course of project work		Yes	
d	Lighting for the living purposes of the bidder at the colony / quarters		Yes	
3.5.0	COMMUNICATION FACILITIES FOR SITE OPERATIONS OF THE BIDDER			
a	Telephone, fax, internet, intranet, e-mail etc.		Yes	

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter – III: Facilities in the scope of Contractor/BHEL

Sl. No	Description PART I	Scope / to be taken care by		Remarks
		BHEL	Bidder	
3.6.0	COMPRESSED AIR wherever required for the work		Yes	
3.7.0	Demobilization of all the above facilities		YES	
3.8.0	TRANSPORTATION			
a	For site personnel of the bidder		Yes	
b	For bidder's equipments and consumables (T&P, Consumables etc)		Yes	

Sl. No	Description PART II	Scope / to be taken care by		Remarks
		BHEL	Bidder	
	3.9.0 ERECTION FACILITIES			
3.9.1	Engineering works for construction:			
a	Providing the erection drawings for all the equipments covered under this scope	Yes		
b	Drawings for construction methods	Yes	Yes	In consultation with BHEL
e	As-built drawings where ever deviations observed and executed and also based on the decisions taken at site example routing of small bore pipes		YES	"
d	Shipping lists etc for reference and planning the activities	Yes		"

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter – III: Facilities in the scope of Contractor/BHEL

Sl. No	Description PART II 3.9.0 ERECTION FACILITIES	Scope / to be taken care by		Remarks
		BHEL	Bidder	
e	Preparation of site erection schedules and other input requirements		Yes	"
f	Review of performance and revision of site erection schedules in order to achieve the end dates and other commitments	Yes	Yes	"
g	Weekly erection schedules based on SL No. e		Yes	"
h	Daily erection / work plan based on SL No. g		Yes	"
i	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	
j	Preparation of preassembly bay		Yes	
k	Laying of racks for gantry crane if provided by BHEL or brought by the contractor/bidder himself		Yes	
L	Arranging the materials required for loading, transportation & unloading		YES	

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter – V: T&Ps and MMEs to be deployed by BHEL

SN	DESCRIPTION	CAPACITY (MINIMUM)	MINIMUM QUANTITY	REMARKS
Item No.1	Hydraulic trailer	Of suitable capacity	1	To be arranged by contractor
Item No.2	Pulley & rope arrangement		As required	
Item No.3	Hydraulic Jacks with Powerpack	100 MT	6 Nos.	
Item No.4	Sliding rail		As required	
Item No.5	Wooden Sleepers		As required	
Item No.6	Any other T & P required for completion of said job		As required	

- 1) Apart from above, successful bidder shall have to make necessary arrangement for deployment of other tools & plants (T&P), vehicles, fixtures etc, as required for proper completion of the job, at their own cost.'

SN	DESCRIPTION	QUANTITY (MINIMUM)	Remarks
Item No.1	Structural material		Required structural material will be supplied in running meter for locking & bottom support, stopper support, support beams etc. However further fabrication & welding along with welding rod is in scope of agency.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – VI : TIME SCHEDULE AND MOBILIZATION

6.1 TIME SCHEDULE & MOBILIZATION

6.1.1 INITIAL MOBILIZATION

After receipt of fax LOI, Contractor shall discuss with Project Manager / Construction Manager regarding initial mobilization. Contractor shall mobilize necessary resources within 2 weeks of issue of fax letter of intent or as per the directive of Project Manager / Construction Manager. Such resources shall be progressively augmented to match the schedule of milestones and commissioning.

6.1.2 COMPLETION PERIOD

The entire work as detailed in the specification shall be completed in all respects **within 1 month from the date of intimation by BHEL.**

6.1.3 COMMENCEMENT OF CONTRACT PERIOD AND TENTATIVE SCHEDULE

Commencement of contract period will be considered as the date of intimation of BHEL for mobilizing necessary resources. Above scope of work will be carried out likely in Apr'16-May'16.

The work under scope shall be deemed to have been completed in all respects only when so certified by BHEL. The decision of BHEL in this regard shall be final and binding on you.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VII: Terms of Payment

7.0 TERMS OF PAYMENT

- 7.1.1 Payment of 95 % of the Unit value shall be payable on completion of the entire work against bidder's invoice, correct & complete in all respects, accompanied by joint measurement of work done duly signed by BHEL engineer, within 30 days of receipt of invoice by BHEL site office.
- 7.1.2 Balance 5 % of contract price shall be paid on winding up of site establishment as certified by BHEL engineer along with final bill.
- 7.1.3 Bidder may please note that payment shall be made through e-mode for which bank details are to be furnished as per format given in relevant annexure of Volume-IE of tender.

7.2 MOBILISATION ADVANCE

Not applicable.

7.3 PERFORMANCE BOND

Not applicable.

7.4 PRICE VARIATION CLAUSE

Not applicable.

7.5 OVERRUN CHARGES

Not applicable.

7.6 EXTRA WORK

Not applicable.

7.7 CONTRACT PRICE

- 7.7.1 The bidder shall quote their firm rate/ price as per the Price bid of this tender in separate sealed envelopes. The quoted rate/ price shall be in compliance with specification and all terms & conditions of tender.
- 7.7.2 The quoted rate/ price shall include all charges like loading the Drum on hydraulic trailer, transportation charges (except necessary road civil work), unloading including Arrangement of Trailer (1 No), Other T&Ps, items indicated in Chapter IV etc, any other incidental expenditure incurred related to above work. No demurrages etc, whatsoever are payable to the bidder.

7.8 PENALTY/ LIQUIDATED DAMAGE

- 7.8.1 Necessary vehicles, T&P, Fixtures, other paraphernalia required for loading at trailer , transportation and unloading from trailer **shall be deployed within the notice period of 14 days, failing which delay charges @ Rs. 10,000.00 per day shall be**

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VII: Terms of Payment

applicable after notice period.

- 7.8.2 In case the consignment is not delivered at destination in the agreed duration, the penalty for late delivery @ 2% per week or part thereof for the delay, subject to a maximum of 30% of the Per Unit price, will be charged from the bidder after a grace period of 7 days.
- 7.8.3 All money including any penalty, damages or compensations payable by the bidder to BHEL under the terms of this contract, without prejudice to any other mode of recovery, shall be deducted from the Security Deposit or from any other sum which may be due or become due to the bidder by BHEL. In the event of the security deposit being reduced by reasons of such deductions, the bidder shall within ten days thereafter make good in cash or through A/C Payee Demand Draft any sum or sums by which the security deposit has been reduced.
- 7.8.4 In the event of failure of bidder to lift the consignments offered to them, BHEL reserve the right to use alternative source without any reference or intimation to the bidder concerned and extra expenditure incurred, under such situation if any, shall be borne by defaulting bidder.
- 7.8.5 All other terms & conditions shall be as per GCC
- 7.9 OTHER TERMS**
All other term & conditions of the specification, not mentioned above shall be governed by the pertinent provisions of GCC.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VIII: Taxes and Other Duties

8.0 TAXES, DUTIES, LEVIES (Consolidated Rev 05 dated 13/08/2015)

8.1. For All types of works excepting works covered under sl no 8.2

8.1.1

The contractor shall pay all (save the specific exclusions as enumerated in this contract) taxes, fees, license charges, deposits, duties, tools, royalty, commissions or other charges which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. 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.

However, provisions regarding Service Tax and Value Added Tax (VAT) on output services and goods shall be as per following clauses.

8.1.2 Service Tax & Cess on Service Tax

Contractor's price/rates shall be exclusive of Service Tax and Cess on Services. In case, it becomes mandatory for the contractor under provisions of relevant act/law to collect the Service Tax & Cess from BHEL and pay the same to the concerned tax authorities, such applicable amount will be paid by BHEL at the prevailing Service Tax Rate (presently 14 %) on the admitted bill value.

Contractor shall submit to BHEL documentary evidence of Service Tax registration certificate specifying name of services covered under this contract. Contractor shall submit serially numbered Service Tax and Cess Invoice, signed by him or a person authorized by him in respect of taxable service provided, and shall contain the following, namely,

- 1. The name, address and the registration number of the contractor,**
- 2. The name and address of the party receiving taxable service,**
- 3. Description, classification and value of taxable service provided and,**
- 4. The service tax payable thereon.**

All the Four conditions shall be fulfilled in the invoice before release of service tax payment.

Wherever, more than one route/option are available for discharge of service tax liability under a particular service, (e.g. "works contract Service"), contractor shall obtain prior written consent from BHEL site before billing the amount towards Service Tax.

8.1.3 VAT (Sales Tax /WCT)

As regards Value Added Tax (VAT)/CST on transfer of property in goods involved in Works Contract (previously known as Works Contract Tax) applicable as per local laws, the price quoted by the contractor shall be inclusive of the same and in no case input or output VAT/CST will be reimbursed extra.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VIII: Taxes and Other Duties

In any case the Contractor shall register himself with the respective Sales Tax authorities of the state and submit proof of such registration to BHEL along with the first RA bill. Contractor will submit all the details of VAT/CST paid for the contract in the prescribed format of the respective state VAT laws. Also, the contractor will issue the tax Invoices to BHEL as per the Tax laws of respective state on monthly basis. Contractor shall also be required to furnish to BHEL necessary proof of VAT remittance on monthly basis.

Deduction of tax at source shall be made as per the provisions of law and is to be construed as an advance tax paid by the contractor and no reimbursement thereof will be made.

Further, if BHEL, at the instance of customer or otherwise adopts the specific route for discharging output VAT liability itself, benefit of the reduction in liability of the contractor will be passed on to BHEL.

In case, BHEL is forced to pay any VAT liability on behalf of contractor, the same will be recovered from contractor's bill or otherwise as deemed fit

8.2 'Enabling Works'

The contractor shall pay all (save the specific exclusions as enumerated in this contract) taxes, fees, license charges, deposits, duties, tools, royalty, commissions or other charges which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. 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. (i.e. **rates quoted by bidder shall be inclusive of Service Tax, VAT/WCT and all other taxes and duties including new levies/taxes/duty if any**)

However, Since the proposed work is in the nature of 'Works Contract service' as per Service tax law, Hence, For non-corporate contractors being Individual, HUF, Proprietary Firm, Partnership Firm or Association of Persons (AOP), BHEL shall recover the applicable Service Tax under reverse charge mechanism from the contractor and remit the same with the Government as per the provisions of Law. Necessary advice/confirmation of remittance shall be issued to the contractor. The contractor shall not be eligible for any refund/reimbursement of such service tax from BHEL. It shall be the responsibility of the contractor to submit proper invoice giving all the requisite details as per Service Tax Law for the determination of the service tax liability of BHEL under reverse charge mechanism. BHEL reserves the right to determine such liability based on the invoice submitted by the contractor or otherwise independently and remittance of the same with the Government.

8.3 New Taxes/Levies - For All types of works excepting works covered under sl no 8.2

In case the Government imposes any new levy/tax on the output service/ goods/work after award of the contract, the same shall be reimbursed by BHEL at actual.

In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer, the Bidder/Contractor must convey its impact on his price duly substantiated by documentary evidence in support of the same **before opening of Price Bid**. Claim for any such impact after opening the Price Bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VIII: Taxes and Other Duties

No reimbursement/recovery on account of increase/reduction in the rate of taxes, levies, duties etc. on input goods/services/work shall be made. Such impact shall be taken care of by the Price Variation/Adjustment Clause (PVC) if any. In case PVC is not applicable for the contract, Bidder has to make his own assessment of the impact of future variation if any, in rates of taxes/duties/ levies etc. in his price bid.

8.4 BOCW Cess - For All types of works excepting works covered under sl no 8.2

The quoted rates shall be exclusive of the BOCW Cess which, if applicable, shall be paid extra by BHEL against Documentary evidence. However, the applicability of the BOCW Cess shall be got confirmed from BHEL in writing, before remitting such Cess/tax.

8.5 GST: For All types of works excepting works covered under sl no 8.2

As and when GST becomes applicable to this contract, the net differential (negative or positive) financial liability of the bidder to the Authorities (as compared to such liability prior to applicability of GST), if any, shall be to the account of BHEL. For this purpose, all available options under the GST shall be explored, and the decision of BHEL in this regard shall be final and binding on the bidder.

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9.0 GENERAL CONDITIONS FOR BOILER DRUM HANDLING

The scope of work is further detailed in the specifications herein after.

9.1	Loading on trailer, Transportation & Unloading of consignment at the designated point of site is included in the scope of work. Necessary supervision is also included in the scope of the contract.
9.2	All relevant authorization from competent authorities (for safe transportation of the consignment) shall be obtained by bidder at his own cost. Any contingency arising in this respect shall be the responsibility of bidder. The bidder shall be responsible for safe unloading/loading & transportation. Any mishap, accident, damage to any third party (person/ property) enroute and consequences thereof including legal complications, if any shall be the responsibility of bidder and BHEL will stand indemnified.
9.3	Bidder is to take approval of respective state transport departments/ ministries enroute of the route identified, National Highway Authority of India (NHAI), respective RTOs for movement, state deptts for state highways, state electricity boards for electrical lines, state irrigation deptt for by-passes, forest deptt for trimming branches of trees & railways and on route for railway crossings etc, as applicable. BHEL will not be responsible for taking approval from any Govt agencies required for the scope of work.
9.4	The bidder will be responsible of compliance of various Pollution Control Regulations of State/ Central Govt or Constitutional Regulatory Authority as applicable to trailer/puller and other vehicles deployed for safe transportation of consignments.
9.5	The contract as entered between BHEL & successful bidder shall in no way, nullify, reduce, mitigate or absolve the bidders of any responsibility, obligation or liability that may devolve upon them under the Carriers Act 1965 (as amended from time to time).
9.6	The bidder shall carry materials/ packages/ consignments in vehicles suitably equipped for the same. He shall take all due care for protecting the consignments from adverse weather condition and be responsible for their safe and sound condition during his possession. The bidder shall take all due care of consignments and shall provide all packing and lashing at his own cost. Electrodes/ angles/ welding facility or any other materials/ tools, if required, will be arranged by the bidder. Any problem of transportation arising due to rainy season shall be taken care of by the bidder for smooth & safe transportation.

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9.7	Once the materials are accepted by the bidder, it shall be deemed to have been handed over by the consignor in good condition, unless otherwise pointed out on the Goods Receipt at the time of taking delivery from the consignor at the loading point.
9.8	The bidder and his authorized agents shall comply with the security regulations of BHEL and consignee premises at destination in the matter of entry/ exit and for the movement inside the premises of BHEL/ project sites. The bidder shall ensure that all employees/ persons engaged/ authorized by him for carrying out the work, behave properly with the company's officers/ staff. In the event of any misbehavior, reported by the officer concerned of BHEL, the bidder shall immediately withdraw such employee/ persons from the work.
9.9	BHEL shall insure the consignments with the underwriters/ insurance company. This shall however, not absolve the bidder of any responsibility of safe and proper transportation of the goods to the proper destination of his liability to compensate BHEL for the damages/ shortages in respect of the consignments.
9.10	Necessary road work as required for the subject job shall be in the scope of BHEL. However, the successful bidder shall undertake the route survey and furnish the requirements viz. strengthening of the road etc within 7 days of LOI.
9.11	All the safety precautions required for safe transportation such as lashing and securing the consignment, providing of red flags, lights, pilot/ escorts etc shall be the responsibility of the bidder.
9.12	While accepting the consignments for transportation, the bidder should ensure that all necessary documents like excise duty gate pass, State Road Permit (Form 34) or any other forms, as applicable, invoice, challan etc required to be shown at various check posts enroute are collected by them so that the consignments are not detained enroute on this account. Any detention on this account will be carriers responsibility.
9.13	Trans-shipment will not be allowed. However in case, need arises, axle replacement may be permitted after prior approval from BHEL at the bidder's cost.
9.14	The rates agreed between BHEL and the bidder will remain firm.
9.15	Technical experts of the bidder shall accompany the consignment. Further bidder will have to provide facility of escort without extra cost, if required by BHEL
9.16	The bidder will also deliver the documents given by the Traffic department of BHEL like Packing List, Excise Duty Gate Pass, duplicate for bidder copy Invoice etc to the consignee along with the delivery of the consignment.
9.17	Any changes in the relevant Motor Vehicle Act announced by Govt of India, Ministry

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	of Surface & Transport from time to time will be applicable to this contract and such changes shall be binding on both BHEL & bidders. Consequent additional financial direct burden if any on the bidder will be decided mutually.
9.18	Detention charges, if required will be paid @ Rs 8,000/- (Rupees eight thousand only) per day upto a total period of 60 days only, but after a grace period of 7 days at loading point and after a grace period of 7 days at destination.
9.19	Tax deduction at source shall be applicable as per Government Rules from time to time.
9.20	No idle charge of manpower & equipment is permissible in this work contract.
9.21	Rates shall be firm and inclusive of all charges including civil works (except road civil works) & related works which may be required statutorily or otherwise for safe transportation of the consignments upto destination.
9.21.1	Development of Railway siding, Development//widening/consolidation of all approach road is excluded from the scope of work of bidder
9.22	Notice period to place vehicle(s) along with all T&P, fixtures, all paraphernalia at designated place from where unloading/ transportation is to be started is 14 days or directed otherwise by Construction Manager, BHEL site.
9.23	Total distance of route from point of loading of Drum to Boiler cavity of Unit-1 of project site is approximately 3-4 km.
9.24	In addition to the local laws and regulations, bidder shall also comply with the Minimum Wages Act and the Payment of Wages Act (both of the Government of India) and the rules made there under in respect of its labour currently employed on or connected with the contract.
9.25	No material brought to the site shall be removed from the site by bidder without the prior written approval of BHEL.
9.26	Bidder shall co-operate with all other bidders or tradesmen of BHEL, who may be performing other works on behalf of BHEL and the workmen who may be employed by BHEL and doing work in the vicinity of the works under the contract. Bidder shall also arrange to perform his work as to minimise, to the maximum extent possible, interference with the work of other bidders and their workmen. Any injury or damage that may be sustained by the employees of the other bidders and BHEL, due to bidder's work shall promptly be made good at his own expense. BHEL shall determine the resolution of any difference or conflict that may arise between bidder and other Bidders or between bidder and the workmen of BHEL in regard to their work. If the work of bidder is delayed because of any acts of omission of another

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	bidder, bidder shall have no claim against BHEL on that account other than an extension of time for completing his works.
9.27	Employer shall have full access to visit bidder's site at any time for inspection and surveillance checks.
9.28	BHEL shall be notified promptly by bidder of any defects in the other bidder's works that could affect bidder's work. BHEL shall determine the corrective measures if any, required to be rectified this situation after inspection of the works and such decisions by BHEL shall be binding on bidder.
9.29	Bidder shall adhere to the disciplinary procedure set by BHEL in respect of his employees and workmen at site. BHEL shall be at liberty to object to the presence of any representative or employee of bidder at the site, if in the opinion of BHEL such employee has misconducted himself or is incompetent, negligent or otherwise undesirable then bidder shall remove such a person objected to and provide in his place a competent replacement.
9.30	Bidder shall keep BHEL informed in advance regarding his field activity plans and schedules for carrying out each part of the works. Any review of such plan or schedule or method of work by BHEL shall not relieve bidder of any of his responsibilities towards the field activities. Such reviews shall also not be considered as an assumption of any risk or liability by BHEL or any of his representatives and no claim of bidder will be entertained because of the failure or inefficiency of any such plan or schedule or method of work reviewed. Bidder shall be solely responsible for the safety, adequacy and efficiency of plant and equipment and his material management methods.
9.31	Bidder shall have complete responsibility for the conditions of work site including the safety of all persons employed by him and all the properties under his custody during the performance of the work. This requirement shall apply continuously till the completion of the contract and shall not be limited to normal working hours. The construction review by BHEL is not intended to include review of Bidder's safety measures in, on or near the work site, and their adequacy or otherwise.
9.32	Bidder shall have total responsibility for protecting his works till it is finally issued from his custody to respective erection agencies. No claim will be entertained by BHEL or the representative of BHEL for any damage or loss to the materials under custody of Bidder' and bidder shall be responsible for complete restoration of the damaged works to original conditions to the satisfaction of BHEL's engineer. Should any such damage to bidder's works occur because of other party not being under his supervision or control, bidder shall make his claim directly with the party concerned. If disagreement or conflict or dispute develops between bidder and the other party or parties concerned regarding the responsibility for damage to the materials etc under

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	<p>bidder's custody the same shall be resolved as per the provisions of the as specified at relevant clause of this tender. Bidder shall not cause any delay in the repair of such damaged works because of any delay in the resolution of such disputes. Bidder shall proceed to repair the work immediately and no cause thereof will be assigned pending resolution of such disputes. For security refer relevant clause.</p> <p>In case BHEL becomes liable to pay any wages or dues to the labour or any Government agency under any of the provisions of the Minimum Wages Act, Workmen Compensation Act, Contract Labour Regulation Abolition Act or any other law due to act of omission of bidder, BHEL may make such payments and shall recover the same from bidder's bills with BHEL's overheads.</p>
9.33	<p>Bidder shall have total responsibility for all equipment and materials in his custody at stores for loose, and/ or semi-assembled items. Bidder shall make suitable security arrangements to ensure the protection of all materials, equipment and works from theft, fire, pilferage and any other damages and loss. All materials of bidder shall enter and leave BHEL site only with the written permission of BHEL in the prescribed manner. However, deployment of regular security personnel will be done by BHEL at stores/ storage area.</p>
9.34	<p>In case where the performance of the material handling work by bidder affects the operation of the system facilities of BHEL, such material handling work of bidder shall be scheduled to be performed only in the manner stipulated by BHEL and the same shall be acceptable at all times to bidder. BHEL may impose such restrictions on the facilities provided to bidder such as electricity, etc as he may think fit in the interest of BHEL and bidder shall strictly adhere to such restrictions and co-operate with BHEL.</p>
9.35	<p>Bidder shall bring to site all equipment, components, parts, materials, including construction equipment, tools & tackles for the purpose of the works under intimation to BHEL. All such goods shall, from the time of their being brought vest in BHEL, but may be used for the purpose of the Works only and shall not on any account be removed or taken away by bidder without the written permission of BHEL. Bidder shall nevertheless be solely liable and responsible for any loss or destruction thereof and damage thereto.</p>
9.36	<p>BHEL shall have a lien on such goods for any sum or sums, which may at any time be due or owing to him by bidder, under, in respect of or by reasons of the contract. After giving a 15 (fifteen) days notice in writing of his intention to do so, BHEL shall be at liberty to sell and dispose off any such goods, in such manner as he shall think fit including public auction or private treaty and to apply the proceeds in or towards the satisfaction of such sum or sums due as aforesaid.</p>
9.37	<p>After the completion of the works, bidder shall remove from site under the direction</p>

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	of BHEL the materials such as construction equipment, erection tools and tackles, scaffolding etc. with the written permission of BHEL. If bidder fails to remove such materials, within fifteen (15) days of issue of a notice by BHEL to do so then BHEL shall have the liberty to dispose off such materials and credit the proceeds thereto to the account of bidder.
9.38	INDEMNITY The bidder shall hereby indemnify the company against all losses, claims etc. (including third party losses) arising out of any of his acts or out of the acts of his servants and his agents and out of transportation of the company goods.
9.39	FORCE MEJURE CLAUSE In case of force majeure conditions like Acts of God, War, Sabotage, Riots, Civil Commotion, Police Action, Flood, Fire, Cyclone, Earthquake, Epidemic etc over which bidder has no control, the transporter will inform BHEL immediately. Any delay in delivery of consignments due to the above reasons shall be duly considered by BHEL on representation, with documentary proof by the transporter. It is clarified that mechanical failure shall not come under force majeure.