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TENDER SPECIFICATION

TENDER NO. BHEL:NR(SCT): BOILER DRUM LIFTING:596

FOR

**LIFTING OF THE BOILER DRUMS BY MEANS OF STRAND JACKS
AT KOSTI TPP (4X125 MW UNITS), SUDAN**

PART I – TECHNICAL BID



Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
Power Sector – Northren Region,
Plot No. 25 , Sector - 16A ,
Distt. Gautam Budh Nagar, NOIDA – 201 301.INDIA



ISO 9001-2000, ISO 14001
and OHSAS 18001 certified
company
SubContract and Purchase
Deptt.

Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
Power Sector – Northren Region,
Plot No. 25 , Sector - 16A ,
Distt. Gautam Budh Nagar, NOIDA – 201 301.INDIA
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TENDER NO. BHEL:NR(SCT): BOILER DRUM LIFTING:596

IMPORTANT NOTE

PURCHASER OF THIS TENDER DOCUMENT IS ADVISED TO CHECK AND ENSURE COMPLETION OF ALL PAGES OF TENDER DOCUMENT AND REPORT ANY DISCREPANCY TIMELY FOR CORRECTIVE ACTION, IF ANY, TO THE ISSUING AUTHORITY BEFORE THE BIDS ARE SUBMITTED. ORIGINAL COPY OF TENDER DOCUMENT COMPLETE IN ALL RESPECTS MUST BE SUBMITTED BACK AS PART OF THE BID WITHOUT WHICH THE SAME IS LIABLE TO BE REJECTED BY BHEL.

THIS TENDER SPECIFICATION ISSUED TO:

M/S-----

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TENDER NOTICE

Sealed tenders are invited from the contractors fulfilling qualifying requirements for the “LIFTING OF THE BOILER DRUMS BY MEANS OF STRAND JACKS AT KOSTI TPP (4X125 MW UNITS), SUDAN”

TENDER NO. BHEL:NR(SCT): BOILER DRUM LIFTING:596

QUALIFYING REQUIREMENTS:

“ Tenderer who wish to participate should have carried out atleast one similar work of Drum lifting / Generator Lifting for minimum weight of 75 MT or more during last five years and also have an average annual financial turnover of minimum of Rupees 130 lacs during last three years (2005-06, 06-07 and 07-08).”

NOTES:

- (i) The Tender Documents comprise of following;
 - (a) General Conditions of Contract
 - (b) Special Conditions of Contract, Tender Notice, Project Synopsis etc.
 - (c) Rate Schedule
- (ii) Tender Documents with complete details are hosted on BHEL’s web page www.bhel.com. Bidder(s) intending to participate may download the tender document from the web site. Bidder(s) downloading the tender documents from the web site, shall remit Rs.1000/- (Rupees One thousand only) in the form of crossed demand draft (non-refundable), in favour of BHEL, NOIDA along with their offer
- (iii) Bidder(s) can also purchase hard copy of tender documents from this office. Tender documents (non transferable) will be issued on all working days between 09.30 Hrs. to 12.30 Hrs within the sale period i.e **upto 21.01.2009** on payment of Rs.1,000/- (non-refundable) either in cash or by crossed demand draft in favour of BHEL, NOIDA. Request for issue of tender document should clearly indicate Tender No. and work.
- (iv) Tenders must be submitted to the undersigned in Room No. 104 **latest by 15:00 Hrs. on 22.01.2009**. Technical bids shall **be opened at 15.30 Hrs. on 22.01.2009**.

- (v) Earnest Money Deposit (EMD): Refundable, Non-interest bearing **EMD of Rs 2,00,000/-** shall be deposited by Account Payee Pay Order 'OR' Demand Draft in favour of " Bharat Heavy Electricals Limited" payable at Delhi/NOIDA . Those bidders who have already deposited ' One Time 'EMD' of Rs. 2,00,000/- with BHEL, PSNR, NOIDA need not submit EMD with the present tender.
- (vi) Tenders not accompanied with Full Earnest Money Deposit, as indicated above, will not be considered.
- (vii) **All corrigenda, addenda, amendments and clarifications to this Tender will be hosted in this web page and not in the newspaper. Bidders shall keep themselves updated with all such amendments.**
- (viii) BHEL reserves the right to accept or reject any or all tenders without assigning any reason whatsoever.
- (ix) BHEL takes no responsibility for any delay/loss of documents or correspondences sent by courier/post.
- (x) Unsolicited rebate/discount shall not be accepted after bid opening.
- (xi) Purchase Preference will be given to CPSUs as per Govt. Guidelines.

DGM / SCP



ISO 9001-2000, ISO 14001
and OHSAS 18001 certified
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DOMESTIC NOTICE INVITING TENDER

LAST DATE OF SALE : **21.01.2009**
DUE DATE OF SUBMISSION : **22.01.2009 (15:00 Hrs.)**
DATE OF OPENING : **22.01.2009 (15:30 Hrs.)**

NIT NO. / NAME OF WORK
<p style="text-align: center;">TENDER NO. BHEL:NR(SCT): BOILER DRUM LIFTING:596</p> <p>Sealed tenders are invited from the contractors fulfilling qualifying requirements for the “LIFTING OF THE BOILER DRUMS BY MEANS OF STRAND JACKS AT KOSTI TPP (4X125 MW UNITS), SUDAN”</p>

NOTES

1. Purchase Preference will be given to CPSU as per Govt. Guidelines.
2. Please visit our website at www.bhel.com for details of NIT including Qualifying Requirements.

DGM/SCP

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PROCEDURE FOR SUBMISSION OF SEALED TENDERS:

The tenderers must submit their tenders as required in **two parts** in separate sealed covers **prominently superscribed as Part-I Technical bid and Part-II ,Price bid** also indicating on each of the cover tender specification no., date and time as mentioned in tender notice.

TECHNICAL BID (COVER-I)

Except **Price bid Part-II**, complete set of tender document consisting of General conditions of Contract, “Technical specification & Special terms and condition” (Part-I) issued by BHEL shall be enclosed in **Part I Technical Bid only**. All schedules, data sheets and details called for in the specification shall also be submitted along with technical bid. All details / Data / Schedules including offer letter duly signed and stamped are to be **submitted in duplicate**.

PRICE BID (COVER-II)

Tenderers may please note that price bid is **to be submitted only in original copy** of Tender i.e. Price bid (Part-II) issued by BHEL and no duplicate copy of same is required.

These Two separate covers i.e. cover I & II shall together be enclosed in a **third envelope (Cover-III)** and this sealed cover shall be superscribed with tender specification No., due date, time and submitted to officer inviting tender as indicated in tender notice on or before due date as indicated.

PROJECT SYNOPSIS

Kosti Thermal Power Project to be constructed is a greenfield project with 4x125 MW Thermal units having gas/oil fired boilers & aux., steam turbine generators & aux., BFPs, switchyard etc. to be executed on EPC basis by BHEL at Sudan. The owner of the Project is National Electricity Corporation(NEC), Sudan, which is a Govt. of Sudan entity. The plant will supply electricity to South & West Sudan.

Kosti lies south of Khartoum (Capital of Sudan) on an Asphalt road with latitude 13.10 N and longitude 090.14E. The Kosti site is centrally located just 350 KM south of Khartoum. The river Nile is passing near by and the site has easy connectivity by road and rail.

Distance of project site from Port of Sudan (only port in Sudan) is 1200 km and the project site is about 600 Mtrs. from Highway.

Temperature Data:

- (a) Maximum ambient temperature : 45 Deg C
- (b) Minimum ambient temperature : 16 Deg C

Mean(Design) annual humidity:

- (a) Maximum 71% in August
- (b) Minimum 26% in April

Wind Data:

- (a) Maximum speed of wind 11 Km/h
- (b) Wind direction is Southern (May to September) and Northern in the rest of the year.

SECTION -III**SPECIAL CONDITIONS OF CONTRACT****INDEX**

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SECTION-III

34.0 GENERAL SCOPE OF WORK

BHEL has been awarded the work of setting up 4 x 125 MW Power Plant in Kosti, Sudan on EPC basis. The main equipment in power generation package consists of boiler, Electro-static precipitator, GA / FD fans, steam turbines, generators, BOILER feed pumps, piping along with the associated auxiliaries supports and controls.

The scope of work under this tender is given below;

- 34.1 Providing suitable Strand jacks and associated equipments with required man power for smooth operation of the equipment & lifting of the Boiler Drums of capacity as shown below at Kosti TPP, SUDAN.
- 34.2 The intent of this specification is to provide services for execution of project according to most modern and proven techniques and codes. The omission of specific reference to any method, equipment or material necessary for the proper and efficient services towards installation of the plant shall not relieve the contractor of the responsibility of providing such services / facilities to complete the work or portion of work awarded to him. The quoted / accepted rates / lumpsum price shall deem to be inclusive of all such contingencies.
- 34.3 The contractor shall carry out the work in accordance with standard practices / codes/ instructions /drawings/ documents/ specification supplied by BHEL from time to time to the satisfaction of owner of the project.
- 34.4 The work shall conform to dimensions and tolerances given in various drawings and documents that will be provided to the contractor. If any portion of work is found to be defective in workmanship, not conforming to drawings or other stipulations, the contractor shall dismantle and redo the work duly replacing the defective materials at his cost failing which the job will be carried out by BHEL by engaging other agencies/ departmentally and recoveries will be effected from contractor's bills towards expenditure incurred including BHEL's usual overhead charges.
- 34.5 Contractor scope covers Providing suitable Strand Jacks and to carry out lifting of four number boiler drums at Kosti TPP, Sudan (4X125 MW Units) as per tentative schedule given at clause no. 35.0. Approximate weight of each boiler drum is 75 MT.

35.0 TIME SCHEDULE

- 35.1 Tentative schedule for Boiler Drum Lifting for first unit is in Feb-2009. Exact status shall be intimated by Construction Manager, BHEL Kosti Site, Sudan/Project Coordinator for Kosti Sudan, PSNR, NOIDA immediately after award of work. The contractor shall mobilize his Equipment & Personnel to site as per the schedule given by BHEL for the first unit.

Tentative schedule of Boiler Drum Lifting for all the four units is given below;

Unit No. 1	-- February 2009
Unit No. 2	-- June 2009
Unit No. 3	-- August 2009
Unit No. 4	-- October 2009

- 35.2 The contractor's equipments shall remain at site till all the four boiler drums are lifted and their alignment is completed
- 35.2 It must be ensured by the contractor that the equipments to be deployed are serviced before dispatch/deployment to Kosti Site.
- 35.3 One service engineer with fast moving spares and hydraulic oil should be made available at site during operation.

36.0 TERMS OF PAYMENT

- 36.1 **20% of the contract value** shall be released by BHEL Site on completion of activities as mentioned in clause No. 37.1 to 37.14.
- 36.2 **18% of accepted rates for each unit (i.e. for 4 Units, 4 X 18% = 72%)** shall be paid by BHEL site on successful and satisfactory completion of Boiler drum lifting including alignment of drum for the respective unit.
- 36.3 **Balance 2% of accepted rates for each unit (i.e. for 4 Units, 4 X 2% = 8%)** shall be payable after 15 days on contractor discharging his responsibilities as stipulated in the contract for the respective unit. The certificate of BHEL engineer regarding such approval and passing of sums shall be final and conclusive against the contractor.
- 36.4 BHEL site at its discretion may further split up the above percentages of breakup and effect payment to suit the site condition, cash flow requirement, according to the progress of work.

MODE OF PAYMENT:

(a) **Payments shall be made by cheque or bank transfer.**

(b) **Currency of Payment and Exchange Rate**

(i) **Payment IN US Dollars (USD)**

90 % of the Total Contract Price will be paid in USD subject to RBI guidelines.

(ii) **Local Currency Payment (SDG)**

Balance 10% of the Total Contract Price will be paid in local currency SDG (i.e. Sudanese Pounds) for the supplies and services carried out in Sudan.

Exchange rate from one currency to another applicable for the entire period of contract including extended period, if any, shall be the rate prevailing on the date of opening of price bids (Part-II). For conversion from US Dollars (USD) to Sudanese Pounds (SDG), buying rate of USD as available on the website of Bank Of Sudan (www.bankofsudan.org) on the date of opening of price bids (Part-II), shall be considered and will be applicable for the entire period of Contract including extended period, if any. If the date happens to be a holiday, the exchange rate of next working day will be considered. Any change/variation in above break up in currency of payment during execution shall be possible as per mutually agreement between the contractor and BHEL. In such a case, the conversion from one currency to another shall be in the same manner as mentioned above as applicable on the date of opening of price bids (Part-II).

37.0 SCOPE OF WORK OF CONTRACTOR

- 37.1 Design of Jacking system
- 37.2 Supply of Jacking system and it's accessories including Pin, Sleeve etc
- 37.3 All necessary consumables
- 37.4 Power Source and fuel for the Power packs
- 37.5 Design of Jack support
- 37.6 Transportation of equipment up to SUDAN PORT..
- 37.7 Provision of all necessary supervision to oversee the skidding, lifting, dismantling & to operate the equipments provided by them.
- 37.8 Communication system during drum lifting operation among all associated persons deployed by the Agency.
- 37.9 Manufacturer's test certificates of STRAND JACKS & each coil of strand.
- 37.10 Procedure and write up from start to finish of the drum lifting activity.
- 37.11 Adequate third party insurance cover
- 37.12 Workmen's compensation for their workmen
- 37.13 Insurance for Equipments
- 37.14 Designing of Cat head structure.
- 37.15 Provision of technicians for the equipment assembly and installation
- 37.16 Suitable personnel /technicians to operate and maintain the equipment
- 37.17 Providing qualified safety engineer during drum lifting operation.
- 37.18 Lifting of Boiler Drum and completion of all the activities.

38.0 FACILITIES TO BE PROVIDED BY BHEL FREE OF CHARGE

- 38.1 Load information for the design of Jacking Supports
- 38.2 All necessary cranes & tools and plants for handling, positioning, erection & dismantling & loading of the strand jacks and its accessories.
- 38.3 Transportation of boiler drum and its positioning for lifting in the boiler area.
- 38.4 All necessary unskilled labour required for handling, assembly, erection & dismantling of the equipment provided by the agency.
- 38.5 Suitable access to the work site.
- 38.6 Storage area for equipment.
- 38.7 Required platforms for strand jack equipment.
- 38.8 Use of telephone and Fax for project related business only
- 38.9 Site lighting & Construction Power at one point.
- 38.10 Drawings of the item to be lifted in detail
- 38.11 T&Ps like welding machine, grinding machine, gas cutting set & gases etc .
- 38.12 Fabrication, lifting, positioning & welding of cat head structure.
- 38.13 Lifting & Positioning of U-Rod with the help of winches along with boiler drum.
- 38.14 Drum alignment.
- 38.15 Site accommodation, boarding & lodging for contractor's personnel (At site).
- 38.16 Customs clearance & duty payment of contractor's equipments at Port Sudan.
- 38.17 Local Transportation of personnel at site
- 38.18 Handling/Transportation of equipments from Sudan port to Kosti site and back.

39.0 OTHER CONDITIONS

- 39.1 The contractor should provide the services with equipments well in advance so as to meet the schedules on receipt of intimation from Construction Manager, Kosti Site, Sudan for the respective unit. The Contractor is to execute the work in most substantial and workmanlike manner. All materials and equipment shall be handled with care and diligence.
- 39.2 The work shall be executed under the usual conditions prevailing in major power plant construction and in conjunction with numerous other operations at Site. The contractor and his personnel shall cooperate with personnel of BHEL, BHEL's Customer, Customer's Consultants and other contractors, coordinating his works with others and proceed in a manner that shall not delay or hinder the progress of work of the project as a whole.
- 39.2 It must be ensured by the contractor that the equipments to be deployed are serviced before dispatch/deployment to Kosti Site.

- 39.3 One service engineer with fast moving spares and hydraulic oil shall also be made available at site during operation.
- 39.4 All the technical requirements are to be ensured by the contractor so that the operation during lifting will not cause any deformation to BHEL equipments wherever the Strand jacks and related equipments are positioned and anchored.
- 39.5 It is the responsibility of the contractor to take necessary precautions for safe working and avoid any damages to the property/equipments belonging to client failing which the cost of damages/repair/replacement will be recovered from the contractor
- 39.6 It is the responsibility of the contractor to arrange passes or entry permit as per the procedure followed in the plant premises through BHEL site office.
- 39.7 It is the responsibility of the contractor to arrange and follow all required safety precautions and ensure use of protective equipments by his working personnel while carrying out the work.
- 39.8 Contractor is required to assume full responsibility of the safety of the crew/staff and to comply with the security/safety conditions of BHEL and Client / statutory regulations as applicable at site. BHEL shall not be responsible for any accident/injury to the Contractor's Crew/Staff at Site
- 39.9 Appropriate Test Certificates from Statutory Agencies declaring that all the strand wires and lifting tackles of the contractor are fit for handling the desired load, to be produced by the contractor prior to use of the same at Site.
- 39.10 The contractor shall take necessary Insurance Coverage for his Staff, Workmen, materials and Equipments within quoted/accepted rates. These insurance covers have to be taken prior to start of his work at the subject project and he shall make available the Policy to BHEL Site in-charge before commencement of work. However, the sole responsibility to maintain adequate insurance cover for his workmen, T&P, assets etc. at all times during the period of contract shall lie with the contractor. Regarding the aforesaid insurance cover, the contractor shall directly deal with the Insurance Company for all matters regarding the insurance in his scope.
- 39.11 The contractor shall be held responsible for any violation of statutory regulations (As per local Sudanese Laws) and BHEL instructions that may endanger safety of men, equipment, material and environment in his scope of work or another contractors or agencies. Cost of damage, if any, to life and property arising out of such violation of statutory regulations and BHEL instructions shall be borne by the contractor.
- 39.12 In case of a fatal or disabling injury/ accident to any person at construction sites due to lapses by the contractor, the contractor as per statutory requirements shall compensate the victim and/or his/her dependents. However, if considered necessary, BHEL/Customer shall have the right to impose appropriate financial penalty on the contractor and recover the same from payments due to the contractor for suitably compensating the victim and/or his/her dependents. Before imposing any such penalty, appropriate enquiry shall be held by BHEL giving opportunity to the contractor to present his case.

- 39.13 In case of any damage to property due to lapses by the contractor, BHEL shall have the right to recover cost of such damages from payments due to the contractor after holding an appropriate enquiry.
- 39.14 In case of any delay in the completion of a job due to mishaps attributable to lapses by the contractor, BHEL shall have the right to recover cost of such delay from payments due to the contractor after notifying the contractor suitably and giving him opportunity to present his case.
- 39.15 The BHEL/Customer shall have the right at his sole discretion to stop the work, if in his opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and/or property, and/or equipments. In such cases, the Contractor shall be informed in writing about the nature of hazards and possible injury/accident and he shall comply to remove shortcomings promptly. The Contractor after stopping the specific work can, if felt necessary appeal against the order of stoppage of work to the BHEL/ Employer within 3 days of such stoppage of work and decision of the BHEL/ Customer in this respect shall be conclusive and binding on the Contractor.
- 39.16 The Contractor shall not be entitled for any damages/ compensation for stoppage of work due to safety reasons as provided above and the period of such stoppage of work will not be taken as an extension of time for completion of the facilities and will not be the ground for waiver of levy of liquidated damages.
- 39.17 Contractor has to ensure medical check for all staff & workers prior to deputation to site.

40.0 INCOME TAX, SALES TAX, VAT ETC.

- 40.1 The bidder shall quote their rates inclusive of all taxes/duties applicable for this work. The Contractor shall be responsible for paying any and all Taxes/Duties assessed on the Contractor, its Sub-Contractor and Suppliers or their respective employees.
- 40.2 **LOCAL TAXES AT SUDAN:** BHEL and / or its Customer shall obtain from the competent Sudanese Authorities all taxes exemption or pay on behalf of Contractor relating to the project including Business Profit Tax and Value Added Tax etc. However, Income Tax for personnel shall be borne by the Contractor.
- 40.3 Taxes as required to be deducted at source as per Local Sudanese Laws / Indian Law (applicable in case of only those contractors having their office in India), if any, at prevailing rates shall be deducted on gross invoice value from the running bills unless Exemption Certificate from appropriate Tax Authority is furnished.
- 40.4 Custom duty and demurrage occurred in Port Sudan and Khartoum airport for all equipment, facilities and materials imported by the Contractor for the Project shall be paid by BHEL's Customer (M/s NEC). The contractor shall furnish list of all such items including their temporary imported equipments(temporary imported equipments to be defined and listed clearly) well in advance. However, custom duty , if any, paid by the Contractor for any reason whatsoever shall not be reimbursed.
- BHEL or its Customer(NEC) shall be responsible for the custom clearance agency to clear out the Contractor's equipment for the Project as per Procedure given below at 40.5. However, the Contractor shall take all actions for chasing/follow up and bear all expenditure on his own for the

same. A bank guarantee shall be issued by the Contractor, if necessary, according to the custom authority for custom clearance. The bidders to assume amount of BG equivalent to custom duty pertaining to their equipments/T&Ps brought by them on repatriable basis. The Contractor shall submit all relevant dispatch/shipment documents to Project Coordinator-Sudan, BHEL, PSNR, NOIDA(UP)-India / Construction Manager, BHEL Site, Kosti TPP. The Contractor shall provide necessary help at the time of taking delivery of materials at Port of Sudan or at Khartoum airport.

40.5 CUSTOMS CLEARANCE PROCEDURE

- (A) For all the supplies/ dispatches related to this Project, the consignee will be NEC, SUDAN and the name of supplier to be mentioned either as "BHEL" or "on account of BHEL". The Contractor will submit original + 7 copies of despatch documents to BHEL /BHEL's bankers after despatch of consignment from India. BHEL bankers in India will forward these documents after necessary endorsement to Bank of Sudan in Sudan. Bank of Sudan after stamping will send these original documents to NEC, Khartoum(BHEL's Customer).
- (B) The Contractor shall submit scanned / fax copies of documents such as invoice, packing list, certificate for country of origin, insurance, bill of landing etc to BHEL/ NEC, Khartoum after despatch of consignment from India.
- (C) NEC (BHEL's customer) at Khartoum will process the document and obtain certification from Sudan customs / Government for zero custom duty and payment exemption for all other applicable taxes, duties, levies etc.
- (D) NEC (BHEL's customer) at Khartoum shall forward these documents with certification to NEC-Port Sudan.

NEC (BHEL's customer) at Port Sudan after necessary clearance permit will hand over the documents to the Contractor through BHEL's representative/Transporter for taking delivery and transport to power plant site at Kosti. The Contractor will sign that he has received the consignment..

In case the temporary imported equipment is not defined and listed by the Contractor, the responsibility of custom clearance and payment of custom duty/taxes shall lie with them. When it is produced at any time it shall be considered as part of this Contract (i.e it will be considered as BHEL's Customer property)

For all the items like T&Ps, Erection equipments, consumables, establishment items etc. to be exported by the Contractor to Sudan on repatriable basis, the Contractor shall furnish list and value of such items to BHEL prior to dispatch. The Contractor shall also give an undertaking to BHEL prior to dispatch declaring these items as returnable/consumable.

41.0 PRICE VARIATION

The rate quoted by tenderers shall **remain firm** during contract period and extended period, if any. No Overrun charges, Rate revision or Price Variation (ORC, PVC or rate revision etc.) is admissible in this Contract.

42.0 RATE SCHEDULE

- 42.1 Contractor shall fully understand equipment description and scope of work before quoting. The scope of work and responsibility of the contractor as mentioned under these specifications shall be covered within the quoted rates.
- 42.2 The tenderer shall quote the rates as per the rate schedule only, in part II price bid (Original). Conditional price bids or price bids with any deviation / clarification etc. are liable to be rejected. No cutting / erasing / over writing shall be done.
- 42.3 No idle charge of Manpower & equipment is permissible against this Contract.

43.0 COMPLIANCE TO REGULATIONS AND BYELAWS :

- 43.1 The Contractor shall conform to the provisions of any statute relating to the work and regulations and bylaws of any local authority and of any water and lighting Companies or Undertaking with whose system the work is proposed to be connected. He shall, before making any variation from the drawings or the specifications that may be necessitated for such connections give the Engineer, notice specifying the variation proposed to be made and the reasons therefore and shall not carryout any such variation until he has received instructions from the Engineer in respect thereof. The Contractor shall be bound to give all notices required by statute, regulations or bye-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.
- 43.2 **The Contract shall be governed by the applicable Laws of Sudan Govt. and the bidders to ensure considering latest Sudanese Laws before quoting. If during Contract execution there may be any Change in such Law which might cause additional or reduced cost to the Contractor in the execution of the works, such additional or reduced cost, if fully justified and approved by BHEL or its Customer (M/s NEC), shall be paid to 'OR' recovered from the Contractor , as the case may be.**
- 43.3 **The Contractor shall ensure conformance in all respects with the provisions of all state and local laws, regulations or other laws in force in Sudan or elsewhere including all regulations and by-laws of any local or other duly constituted authority within Sudan or elsewhere which may be applicable to the performance of the Contract and the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the Works or any Temporary Works (which are herein referred to as "Laws"), and shall give all notices and pay all fees required to be given or paid thereby and shall keep BHEL and/or its Customer (NEC) indemnified against all penalties and liability of any kind for breach of any of the same.**
- 43.4 **The Contractor shall comply with all applicable Sudan Government's safety and sanitary laws, transportation rules, regulations and ordinances, as well as the established safety rules and practices of BHEL's Customer (NEC). The Contractor shall also provide insurance cover for his workmen throughout the contract period, under prevailing local Laws.**

44.0 INSTRUCTIONS TO TENDERER

- 44.1 Offers received without data / information required to be submitted under tender clauses-11.1 to 11.11 are liable to be rejected. All these data / information should be duly supported by documentary evidences (Refer note below clause-11)
- 44.2 No deviations to the tender conditions will normally be accepted.

- 44.3 The tenderer are advised to physically visit the site and fully acquaint themselves with site conditions, **safety norms being followed / to be followed during working**, transportation routes, various distances and the fact that other contractors would be working in this area their structures are to be protected. No claim whatsoever will be entertained by BHEL on any such account and the contractor's rates shall be deemed to have taken this into account.
- 44.4 The contractor in the event of this work awarded to him, shall establish a site office at site and keep posted an authorised responsible officer who should hold a valid power of attorney for the purpose of the contract. Any order or instruction of the Engineer or his duly authorised representative shall be communicated to the contractor's representative at site office and the same will be deemed to have been communicated to the contractor at his legal address.
- 44.5 It shall be the responsibility of the Contractor to pay salaries and other benefits to its employees/personnel engaged by it as per the agreement with them, and in keeping in line with the local laws in Sudan. The Contractor shall submit to Construction Manager, BHEL Site, Kosti, Sudan regularly, the details/statement of wages paid to its workers in India/back home, besides wages paid in Sudan.
- 44.6 All traveling and transportation expenses including air fares etc shall be borne by the Contractor for all his employees. The Contractor shall also bear air fare and other expenses for those employees sent back to their place on account of misconduct, disobedience, improper behavior, sickness, unsatisfactory work or any other reason whatsoever.
- 44.7 Contractor shall arrange passports for all his staff and labour. BHEL will assist Contractor for issue of visas including multi-entry visas and other permits as per requirement for the job. However, the Contractor shall arrange for attestation of certificates and other documents required for travel arrangements, medical tests as applicable and comply with other formalities. All expenses for all these activities will be borne by the Contractor.
- 44.8 The delay in obtaining the passports and other travel documents or compliance with the various formalities for the deputation of the contractor's personnel shall not absolve the contractor from his obligations under the Contract including completion of the work strictly in accordance with the time schedule.
- 44.9 The Contractor shall in all dealings with persons in his employment have due regard to all recognised festivals, days of rest/weekly off, and religious or other customs in Sudan and shall make special arrangements whenever the exigencies of the construction program demand that work shall proceed during such festivals and days of rest
- 44.10 The Contractor shall plan and schedule the activities on Site such that they happen strictly during the specified working hours.
- 44.11 The Contractor shall not otherwise than in accordance with Sudanese State Laws import, sell, give, barter, or otherwise dispose of any alcoholic liquor or drugs or any arms or ammunition to any person or persons whatsoever, nor permit or suffer any such importation, sale, gift, barter, or other disposal by his employees. The Contractor shall submit a request to BHEL for issue of an identity card to each and every person employed at the Site by him along with passport size photographs and other documents as may be required for the purpose. No person will be allowed to enter the project premises without an identity card. All identity cards will be surrendered by the Contractor to BHEL in respect of each person on completion of assignment of such person.

45.0 HEALTH, SAFETY & ENVIRONMENT (HSE)

45.1 Besides provision with regard to SAFETY under Clause 27 of GCC, the contractor will be responsible for Health, Safety & Environment management at site for the construction activities to be carried out by them in accordance with requirements **given under section I(a) of GCC of this document**. The contractor shall continuously take special care to ensure the safety and prevention of human and equipment accidents and maintain good sanitary conditions in and around the site. All the construction work and plant operation must be carried out in the safest possible manner. The Engineer reserves the right to stop any process which, in the Engineer's opinion, is being performed dangerously. In this case the contractor must immediately adhere the requisite safety precautions and any delays attributed to the work stoppage on this account shall not affect the agreed contractual finishing dates.

45.2 The contractor shall comply with following towards Social Accountability;

- (a) The contractor shall not employ any employee less than 15 years of age in pursuant to ILO convention. If any child labour were found to have been engaged, the Contractor shall be levied with expenses of bearing his education expenditure which will include stipend to substantiate appropriate education or employ any other member of family enabling to bear the child education expenditure.
- (b) The Contractor shall abide by UN convention w.r.t Human Rights and shall be liable for Discrimination/Corporal punishment for failure in meeting with relevant requirements.

46.0 LIQUIDATED DAMAGES (LD)

46.1 **For delay in completion of work attributable to the contractor, the LD shall be applicable at the rate of ½% of the contract value per week of delay or part thereof limited to a ceiling of 10% of the contract value as mentioned under clause no.25.5 of the GCC of the tender.**

47.0 SECURITY DEPOSIT

The contractor shall submit Security Deposit (SD) in US Dollars (USD) with a option to give 50% SD in form of BG in Indian Rupees (For this, BG amount in INR will be increased by 5% to cover exchange rate fluctuation) within 15 days from the date of issue of LOI as per clause no. 16.0 of the General Conditions of Contract (GCC). For Calculation purpose SD as per clause 16.2 of GCC will first be worked out in INR based on the TT selling rate prevailing on the date of technical bid opening. The SD amount in USD shall further be worked out based on the State Bank Of India TT Buying Rate prevailing on the date of technical bid opening based on the amount of INR so worked out.

In case the contractor opts to furnish Bank Guarantee as a part of Security Deposit, the BG shall be issued as per the Performa enclosed as per Annexure-H of the GCC and also that the BG should be issued preferably through any of the Member Banks listed in the GCC;

For BG through any other Indian Nationalized Bank (Not covered in the list of Member Banks of GCC), the discretion of its acceptance shall lie solely with BHEL.

SD shall be returned after two months from completion of entire work on certification of CM, BHEL Site, Kosti

48.0 OTHERS

48.1 In case of any contradiction between General Conditions of Contract (GCC) and Special Conditions of Contract (SCC), the latter shall prevail.

48.2 The tenderer shall specifically confirm that he has inspected the site of work and acquired full knowledge and information about the site conditions, wage structure, Industrial climate, total work involved and will not raise claim of any nature due to lack of knowledge of site condition. He will also confirm that local taxation laws at the site have been clearly understood by him.

48.3 The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of pre-qualification evaluation / Techno-commercial bids and acceptance of customer. BHEL reserves the right to reject the bidders with unsatisfactory past performance in the execution of a contract. BHEL's decision in this regard shall be final & binding.

49.0 FORCE MAJEURE

The term "Force Majeure" means any cause beyond the control of either party, which either party could not foresee and / or reasonably provide against and which prevents either party from performing his duties under the Contract. Force Majeure includes but is not limited to the following:

War, revolution, insurrection, or hostilities (whether declared or not)

Riots, civil commotion or civil uprisings (other than among Contractor's employees), Earthquake, flood, tempest, hurricane, lightning, or any other natural disaster. Any fire of major proportions, or explosions.

Strike, lockout, or other industrial disturbance other than among Contractor's employees.

If either party to this Contract because of a Force Majeure Event is rendered wholly or partly unable to perform its obligations under this Contract, other than the obligation of that party to make payments of money, that party shall to the extent provided in this Contract, be excused from the performance directly affected by the Force Majeure Event, provided that;

- a) The non-performing party, as soon as possible but in no event more than ten (10) business Days after it becomes aware of its inability to perform, shall declare that a Force Majeure Event has occurred and give the other party written notice of the particulars of the occurrence(s), including, without limitation, the nature, cause and date and time of commencement of the occurrence(s), the anticipated scope and duration of any delay,

and any date(s) that may be affected thereby. If it is impracticable to specify the length of such delay at the time such notice is delivered, the non-performing party shall provide the other party with periodic (not less frequently than weekly) supplemental notices during the period the Force Majeure Event continues. Such supplemental notices shall keep such other party informed of any change, development, progress or other relevant information concerning the Force Majeure Event.

- b) The suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure Event.
- c) Obligations of either party which arose before the Force Majeure Event causing the suspension of performance are not excused as a result of the Force Majeure Event.
- d) The non-performing party immediately and continuously uses its best efforts to remedy its inability to perform with all reasonable dispatch.
- e) When the non-performing party is able to resume performance of its obligations under this Contract, that party shall promptly so notify the other party in writing.
During and following the occurrence of any Force Majeure Event, Contractor and Employer each shall use its best efforts to minimize the delay and costs caused by such Force Majeure Event and shall continue actively and in good faith consider the need for and, when appropriate, execute a change order covering such event, which may result in the extension of such Guaranteed Taking-Over Date or / and additional cost.

50.0 INSURANCE

Besides provisions under clause no. 29.0 of GCC regarding insurance, the following shall also be applicable. The contractor shall also take care of the same while submitting their offer.

- 1 BHEL / its customer shall arrange for insuring the materials of BHEL / its customer covering the risks during transit, storage, erection and commissioning.
- 2 If due to negligence/ carelessness on the part of the contractor, any material/ equipment gets damaged, the contractor shall submit necessary documents for lodging insurance claims as required by BHEL Engineer. BHEL shall however reserve the right to recover deductible franchise and also unsettled portion of insurance claim amount from the contractor.
- 3 If due to negligence/ carelessness on the part of the contractor, any surrounding properties also get damaged, the contractor shall submit necessary documents for lodging insurance claims as required by BHEL Engineer. BHEL shall however reserves the right to recover deductible franchise and to unsettled portion of insurance claim amount from the contractor.
- 4 **Insurance for all materials pertaining to the Contractor(T&Ps etc.) during transit, storage and during construction shall be in his (Contractor's) scope.**
- 5 **The Contractor shall provide insurance cover to all persons employed/engaged by him throughout the period of Contract, including the extended period, if any, under prevailing local laws.**

51.0 GUARANTEE : Clause Guarantee of GCC is not applicable against this contract.

**CERTIFICATE OF DECLARATION
FOR CONFIRMING THE KNOWLEDGE OF SITE CONDITIONS**

We,.....
..... Hereby declare and confirm that we have visited the project site under the subject namely,and **acquired full knowledge and information about the *site conditions, wage structure, Industrial climate and total work involved.*** We further confirm that the above information is true and correct and we will not raise any claim of any nature due to lack of knowledge of site condition.

Tenderers Name and Address

Place:

(Signature of the Tenderers with stamp)

Date:

NON DISCLOSURE AGREEMENT Memorandum of Understanding

BHEL PSNR is committed to Information Security Management System as per Information Security Policy.

M/s....., providing.....service to BHEL PSNR, Noida hereby undertake to comply with the following in line with Information Security Policy of BHEL PSNR;

- To maintain confidentiality of documents & information which shall be used during the execution of the Contract.

- The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL PSNR.

()
M/s. BHEL, PSNR

()
M/s.....

ANNEXURE - III

**FORMAT FOR NO DEVIATION CERTIFICATE
(To be submitted in the bidder's letter head)**

**Bharat Heavy Electricals Limited
Power Sector – Northren Region,
Plot No. 25 , Sector - 16A ,
Distt. Gautam Budh Nagar,
NOIDA – 201 301.INDIA**

**Sub.: No Deviation Certificate for the work of “LIFTING OF THE BOILER DRUMS
BY MEANS OF STRAND JACKS AT KOSTI TPP (4X125 MW UNITS), SUDAN ”.**

TENDER NO. BHEL:NR(SCT): BOILER DRUM LIFTING:596

Dear Sirs,

With reference to above, this is to confirm that as per tender conditions, we have visited site before submission of our offer and noted the job content & site conditions etc. We also confirm that we have not changed / modified the tender documents as appeared in the website and in case of observance at any stage; it shall be treated as null and void. We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT and we hereby convey our unqualified acceptance to all terms and conditions as stipulated in the tender and NIT. In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void.

We confirm to have submitted offer strictly in accordance with tender instructions.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized representative of the bidder)