



# भारत हेवी इलेक्ट्रिकल्स लिमिटेड

( भारत सरकार का उपक्रम )

## BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

**TCN – 01**

Ref: PSER:SCT:SDG-M1346:TCN-01

Date: 10-05-2012

Sub	<b>Tender Change Notice (TCN-01).</b>	
Job	Design, Engineering, Manufacturing, Supply, Erection, Commissioning, Handing Over, etc of One No. Double Girder 40 Ton capacity EOT Crane for CW Pump House for 2X 500 MW unit at SAGARDIGHI, WB.	
Ref	01	Tender No. PSER:SCT:SDG-M13146:12.
	02	BHEL's NIT, vide reference no PSER:SCT:SDG-M1346:2810, dated 05-05-2012.
	3.0	Other references (if any).

With reference to above, following points, relevant to tender, may please be noted and complied with while submitting offer.

- 1.0 **Special condition of contract (Supply) VOL-IC, REV-0** has been revised as **Special condition of contract (Supply) VOL-IC, REV-1** which is enclosed herewith. As such you are requested to consider the revised **Special condition of contract (Supply) VOL-IC, REV-1** only.
- 2.0 Revised 'No deviation certificate' is attached. Bidder to submit 'No deviation certificate' as per attached format only.
- 3.0 All other terms & conditions shall remain unchanged.

Thanking you,

Yours faithfully,  
for BHARAT HEAVY ELECTRICALS LTD

ENGINEER (SCT)

Encl

- 1.0 Revised 'No deviation certificate' format.

पावर सेक्टर पूर्वी क्षेत्र ( मुख्यालय )

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : 23211798/ 1691

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

BHARAT HEAVY ELECTRICALS LIMITED,  
Power Sector - Eastern Region,  
Plot no 9/1, DJ Block, Sector – II, Salt Lake City,  
Kolkata – 700 091

Sub	No Deviation Certificate.	
Job	Design, Engineering, Manufacturing, Supply, Erection, Commissioning, Handing Over, etc of One No. Double Girder 40 Ton capacity EOT Crane for CW Pump House for 2X 500 MW unit at SAGARDIGHI, WB.	
Ref	1.0	Tender No. PSER:SCT:SDG-M1346:12.
	2.0	BHEL's NIT, vide reference no PSER:SCT:SDG-M1346:2810, dated 05-05-2012.
	3.0	BHEL's TCN -01, vide reference no: Ref: PSER:SCT:SDG-M1346:TCN-01, Dated 10.05.2012.
	4.0	Other references (if any).

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/ issued by you and in case of such 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. We hereby confirm our unqualified acceptance to all terms & conditions, unqualified compliance to technical specification, integrity pact (if applicable) and acceptance to reverse auctioning process.

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 in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorised  
representative of the contractor)

पावर सेक्टर पूर्वी क्षेत्र ( मुख्यालय )

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : 23211798/ 1691

**CONTENTS**

<b>CLAUSE NO</b>	<b>DESCRIPTION</b>
1.0	NAME OF JOB
2.0	BROAD SCOPE OF WORK
3.0	SITE VISIT
4.0	PROJECT MANAGEMENT
5.0	SERVICES TO BE RENDERED BY THE VENDOR
6.0	COMMUNICATION
7.0	GENERAL TECHNICAL REQUIREMENTS (CODES AND STANDARDS)
8.0	ENGINEERING SERVICES
9.0	QUALITY PLAN
10.0	QUALITY ASSURANCE PROGRAMME
11.0	GENERAL REQUIREMENTS - QUALITY ASSURANCE
12.0	QUALITY ASSURANCE DOCUMENTS
13.0	INSPECTION, TESTING AND INSPECTION CERTIFICATES
14.0	OPERATING MANUAL AND MAINTENANCE INSTRUCTIONS
15.0	INSURANCE
16.0	MATERIAL DESPATCH CLEARANCE CERIFICATE (MDCC)
17.0	MATERIAL RECEIPT CERTIFICATE (MRC)
18.0	CONSIGNEE
19.0	DESPATCH
20.0	BANKER
21.0	BANK CHARGES
22.0	PAYING AUTHORITY
23.0	APPROVED MANUFACTURER/ SUB-VENDOR
24.0	INSPECTION & JOINT VERIFICATION (AT VENDOR'S WORKS)
25.0	INSPECTION & JOINT VERIFICATION (AT SITE)
26.0	SPARES
27.0	SECURITY DEPOSIT
28.0	PERFORMANCE BOND
29.0	TAXES AND DUTIES
30.0	COMPLETION PERIOD
31.0	SCHEDULE OF SUPPLY
32.0	EXTENSION OF TIME FOR COMPLETION
33.0	PAYMENT TERMS
34.0	MOBILISATION ADVANCE/ INTEREST BEARING RECOVERABLE ADVANCE
35.0	ESCALATION (PVC)
36.0	OVER RUN COMPENSATION (ORC)/ RATE REVISION
37.0	GUARANTEE
38.0	LIQUIDATED DAMAGES
39.0	CONTRACT RATE/ PRICE
40.0	OTHER TERMS

This volume shall be construed as part of tender document and shall be read along-with other volumes of tender. Unless otherwise specified, in case of any confusion of any clause/ provision of this volume or any conflict/ inconsistency of any clause/ provision of this volume with that of other volumes, the same shall be brought out by the bidder in writing to BHEL for clarification or during pre-bid discussions, if applicable, failing which most stringent interpretation in favour of BHEL shall be adopted and the same shall be binding to the bidder. Unless otherwise specified, all terms & conditions shall be applicable for entire scope and for each part/ package of tender.

CLAUSE NO	DESCRIPTION
<b>1.0</b>	<b>NAME OF JOB</b>
	The scope broadly covers design, engineering, manufacturing, inspection & testing, painting, supply/ delivery duly packed at project site including freight, etc in line with drawings/ documents/ test procedures approved by BHEL/ customer, including supply of start-up & commissioning spares, special tools & tackles for maintenance, for the total scope defined in the technical specification and terms & conditions of tender, taking into account all clarifications, confirmations and agreements till date for 1 (one) number 40 T capacity, double girder EOT Crane for CW Pump House with 22.85 M lift of main hook, 12.6 M span, 83.2 M bay length along with gantry rail, PVC shrouded bus bar type DSL, complete with all accessories including temporary cable for 2x500 MW units at Sagardighi STPP, WB.
<b>2.0</b>	<b>BROAD SCOPE OF WORK</b>
2.1	The work to be done under this specification comprises of design, engineering, manufacturing, assembly, inspection, testing at manufacturer's/ sub-vendor's works, painting, proper packing, transportation, delivery, handing over at site of equipments as stated above & detailed in the specification and elsewhere in tender documents.
2.2	Splitting up of supply contract into two supply contracts one for Indian supply and other for the foreign supply would not be entertained.
2.3	The scope of work broadly covers as per specification & elsewhere in the document but shall not be limited to the following.
2.3.1	Detail design of all equipments & sub-system and work as per specification.
2.3.2	Preparing the manufacturing quality plan.
2.3.3	Complete manufacturing of all the equipments/sub-system including shop, field testing and assembly as per specification.
2.3.4	Providing special tools & tackles and services necessary for the satisfactory execution of the contract.
2.3.5	Providing requisite sets (both hard & soft copy) of engineering drawings, RTF, data, operation & maintenance manual, as-built drawing, plant handbook, storage, preservation & painting manual, erection manual etc as specified elsewhere in this tender.
2.3.6	Arranging inspection of equipments and accessories etc at manufacturer's/ sub vendor's premises.
2.3.7	Packing & transportation of the goods from the manufacturer's works/ sub vendor's works.
2.3.8	Any equipments not specified here but required to make the equipments complete shall be under the scope of the vendor.
2.3.9	Providing preventive routine maintenance schedule of the equipment/ sub-system.
2.3.10	Transportation of materials on FOR destination/ site basis and door delivery of materials at site.
2.3.11	Preparing the schedules and furnishing progress report in requisite mode and number.
<b>3.0</b>	<b>SITE VISIT</b>
	Vendor should visit site and acquire full knowledge & information about site conditions prevailing at site and in & around the plant premises together with all the statutory, obligatory, mandatory requirements of various authorities before submission of the offer.
<b>4.0</b>	<b>PROJECT MANAGEMENT</b>
	To meet the need of project management, vendor shall provide the following services

	within quoted/ accepted prices.
4.1	<b>PLANNING &amp; MONITORING</b>
4.1.1	The vendor shall prepare L1 schedule/ network of engineering, manufacturing, testing, and procurement of sub-vendor items, as per completion schedule given in this document. This network must conform to the overall project schedule.
4.1.2	Based on L1 network the vendor will prepare L2 network which will indicate exhaustive list of activities of engineering, procurement of raw materials, manufacturing, testing, procurement of sub-vendor items, and despatch as per completion schedule given in this document. This network must include all milestone and key activities for each subsystems/ components in the areas of engineering (wherever applicable), procurement, manufacture (wherever applicable), dispatch, erection/ commissioning.
4.1.3	Based on L2 network the vendor will develop L3 network, which will indicate micro details of each activity of L2 network and also show customer/ BHEL hold points, responsibility of the customers/ BHEL and vendor.
4.1.4	Above schedules are to be preferably made in Microsoft Project, so that the same is compatible with BHEL's project management software.
4.1.5	Above schedules/ networks would be submitted to BHEL sequentially by the successful bidder within 15 days from date of LOI and finalised within a month.
4.2	<b>PROGRESS REPORTING</b>
4.2.1	The vendor shall prepare and submit to BHEL monthly progress report indicating progress on key activities, management summary for critical activities, list of actions requiring attention of BHEL in CD (compatible to BHEL software) and also in requisite number of hard copies. The input & output data for all such schedule shall be furnished to BHEL in a manner compatible with BHEL software available at site. A copy of progress report must be submitted to Construction Manager/ BHEL/ site and Project Manager/ BHEL/ Kolkata latest by 7 <sup>th</sup> of every month covering the detailed progress achieved in the previous month.
4.2.2	The progress report shall indicate the progress achieved against planned with reasons indicating delays, if any, and shall give the remedial actions which the vendor intends to take to make good the slippage or lost time, so that further works again proceed as per the original program and the slippage's do not accumulate and effect the overall program.
4.2.3	Weekly progress review meetings will be held at site during which actual progress during the week vis-à-vis scheduled program shall be discussed or actions to be taken for achieving target. The program of subsequent week shall also be presented by vendor for discussions. The vendor shall constantly update/revise his work program to meet the overall requirement.
4.2.4	Periodic progress reviews on the entire activities of execution in respect of supply and works in scope of bidder will be held once in a month at Kolkata/site. These meetings will be attended by reasonably higher officials of the vendor and will be used as a forum for discussing all areas where progress needs to be speeded up. The vendor shall be further responsible for ensuring that suitable steps are taken to meet various targets decided upon such meetings.
4.2.5	Still colour photography (matt paper, post card size, max 10 nos per month for the entire contract execution period) depicting progress of the work, damage to the machine parts, if any, as directed by BHEL site engineer is to be arranged by the successful bidder at his own cost.
4.2.6	Successful bidder has to provide electronic/ computerized storing and re-production/ printing/ plotting of various data, log sheets, protocols, measurements etc. These may be stored in virus free CD & handed over to BHEL as per requirement.
4.2.7	Other provisions of Volume-IA of this tender would be applicable.
<b>5.0</b>	<b>SERVICES TO BE RENDERED BY THE VENDOR</b>
5.1	Services for complete engineering, coordination and project management as detailed elsewhere in this tender.
5.2	Services for shop test, quality assurance, as detailed elsewhere in this tender.
5.3	Supply of main equipment along with other items as per specification maintaining sequential dispatch.

5.4	Supply of first fill of lubricants for all equipment including second fill/ replenishment as necessary after commissioning till handing over of the plant/ equipment
5.5	Furnishing of all document, drawing, design basis, reports, instruction manuals, etc including “As Built Drawing”.
5.6	Furnishing preservation schedule with all details of preservation method and preservatives required storing.
5.7	<b>DOCUMENTS</b>
5.7.1	The vendor shall furnish 15 (fifteen) sets of approved drawing & documents 6 months prior to commissioning.
5.7.2	The vendor shall furnish 15 (fifteen) sets of `Operation & maintenance (O&M) manuals’ 3 months prior to commissioning.
5.7.3	The vendor shall furnish 15 (fifteen) sets of `Plant handbook’ covering design, performance data, P&IDs, SLDs, flow charts, sequence, protection & interlock scheme, alarm & trip valves, performance curves, GA & Layout drawings, important Do’s and Donot’s” etc 3 months prior to commissioning.
5.7.4	The vendor shall furnish 15 (fifteen) sets of as-built drawing along with 4 copies of CD ROM.
5.7.5	The vendor shall furnish 15 (fifteen) sets of `Storage, preservation & painting manual’.
<b>6.0</b>	<b>COMMUNICATION</b>
	The vendor shall be responsible for arranging all communication facilities for himself at office. The vendor has to establish independent internet/e-mail facilities with mobile connection for all key site personnel and same shall have to be integrated with BHEL’s voice/data network and database systems at site. The vendor’s office must have facilities of communications like Fax, E-mail, and Telephone with STD facility etc.
<b>7.0</b>	<b>GENERAL TECHNICAL REQUIREMENTS (CODES AND STANDARDS)</b>
7.1	Except where otherwise specified, the plant/equipment shall comply with the appropriate Indian Standard or an agreed internationally accepted Standard Specification as mentioned elsewhere in contract specifications, each incorporating the latest revisions at the time of tendering. Where no internationally accepted standard is applicable, the Bidder shall give all particulars and details as necessary; to enable BHEL to identify all of the plant/equipment in the same detail as would be possible had there been a Standard Specification.
7.2	Where the Bidder proposes alternative codes or standards he shall include in his tender one copy (in English) of each Standard Specification to which materials offered shall comply. In such case, the adopted alternative standard shall be equivalent or superior to the standards mentioned in the specification.
7.3	In the event of any conflict between the codes & standards referred above, and requirements of this specification, the requirements which are more stringent shall govern.
7.4	Wherever specified or required the plant/equipment shall conform to various statutory regulations, such as Indian Indian Electricity Rules, Indian Explosive Act, Factories Act etc wherever required, obtaining approval for plant/ equipment supplied under the specification from statutory authorities shall be the responsibility of the vendor.
<b>8.0</b>	<b>ENGINEERING SERVICES</b>
	As part of the overall project management activity, the vendor shall be responsible for proper engineering and coordination activities during various phases of execution of the contract. The vendor shall identify one Engineering Manager with whom BHEL will interact on all matters on coordination between BHEL and the contactors. The Engineering Manager shall be the single point contact person on behalf of the vendor and shall be responsible for all engineering co ordination.
<b>9.0</b>	<b>QUALITY PLAN</b>
	The bidder shall furnish the quality assurance plan which would be approved by BHEL/ owner.
<b>10.0</b>	<b>QUALITY ASSURANCE PROGRAMME</b>
	To ensure that the equipment & services under the scope of the contract whether

	manufactured/ performed at vendor's works or at his subvendor's premises or at any other place of work are in accordance with the specifications the vendor shall adopt suitable quality assurance programme to control activities as necessary. such programme shall be outlined by the vendor and shall be finally accepted by BHEL/ owner/ authorised representative. A quality assurance programme of the vendor shall generally cover the following.
10.1	The organization structure and qualification data of key personnel for the management and implementation of the proposed quality assurance programme.
10.2	System for site erection control including process controls and fabrication and assembly controls.
10.3	The procedure for purchase of materials, parts, components and selection of subvendor's service including vendor analysis, source inspection, incoming raw material inspection, verification of materials purchased etc.
10.4	System for shop manufacturing and site erection control including process control, fabrication and assembly controls.
10.5	Control of non-conforming items and system for corrective actions.
10.6	Inspection and test procedure for all site related works.
10.7	Control of calibration and testing of measuring and testing equipment.
10.8	System for quality audit.
10.9	System for indication and appraisal of inspection status.
10.10	System for authorizing release of manufactured product to BHEL.
10.11	System for handling storage and delivery.
10.12	System for maintenance of records.
10.13	Furnishing of Quality Plan for manufacturing and Field activities detailing out the specific quality control procedures adopted for controlling the quality characteristics relevant to each item of equipment/ component.
<b>11.0</b>	<b>GENERAL REQUIREMENTS - QUALITY ASSURANCE</b>
11.1	All materials, components and equipment covered under this specification shall be procured, manufactured, and tested at all the stages, as per a comprehensive Quality Assurance Programme. An indicative programme of inspection/tests to be carried out by the vendor for some of the major items is given in the respective technical specification. This is however not intended to form a comprehensive programme as it is the responsibility of the vendor to draw up and implement such programme duly approved by BHEL The detailed quality plan for manufacturing should be drawn up by the bidder and will be submitted to BHEL for approval.
11.2	Manufacturing Quality plans will detail out for all the equipment and components, various tests/inspection to be carried out as per requirement of this specification and standards mentioned therein and the quality practices and procedures etc to be followed by the vendor's quality control organization during various stages of materials procurement, manufacturing, assembly and final testing /performance testing.
11.3	The bidder shall furnish the copies of the reference documents/ plant standards/ acceptance norms/ tests and inspection procedures etc as referred in Quality Plans along with Quality Plan. These Quality Plans and reference documents/ standards etc will be subject to BHEL/ owner's approval without which manufacturing will not proceed. These approved documents will form part of the contract. In these approved Quality Plans, BHEL/ authorised representative shall identify customer hold points, test/ checks which shall be carried out in presence of BHEL/ owner's representative and beyond which work will not proceed without consent of BHEL/ owner. All deviations to the specifications, approved Quality Plan and Applicable standards must be documented and referred to BHEL for approval & disposition.
11.4	Quality audit/ approval of the results of tests and inspection will not prejudice the right of BHEL to reject equipment not giving the desired performance after erection and shall not in no way limit the liabilities and responsibilities of the Vendor in earning satisfactory performance of equipment as per specification.
11.5	Repair/ rectification procedures to be adopted to make any job acceptable shall be subject to the approval of BHEL/ owner.
<b>12.0</b>	<b>QUALITY ASSURANCE DOCUMENTS</b>

12.1	The vendor shall be required to submit the following Quality Assurance Documents within 2 weeks after dispatch of the equipment.
12.1.1	Test report of components.
12.1.2	The inspection plan with verification, inspection plan check points, verification sketches, if used and methods used to verify that the inspection and testing points in the inspection plan were performed satisfactorily.
12.1.3	Non destructive examination results/ reports including radiography interpretation reports.
12.1.4	Welder identification list listing welder's and welding operator's qualification procedures and welding identification symbols.
12.1.5	Sketches and drawings used for indicating methods of traceability of the radiographs to the location of the equipment.
12.1.6	Stress relief time temperature charts.
12.1.7	Factory test results for testing required as per applicable codes and standards referred to in the specification.
12.1.8	Inspection Report duly signed by QA Personnel of BHEL and vendor for the agreed inspection hold points .During course of inspection the following will also be recorded.
12.1.8.1	When some important work repair work is involved to make the job acceptable.
12.1.8.2	The repair work remain part of the accepted product quality .
12.1.8.3	Letter of conformity certifying that that requirement is in compliance with finalised specification requirements.
<b>13.0</b>	<b>INSPECTION, TESTING AND INSPECTION CERTIFICATES</b>
13.1	The Engineer, his duly authorised representative and/ or an outside inspection agency acting on behalf of BHEL/ owner shall have access at all reasonable times to inspect and examine the materials and workmanship of the works during its manufacture and if part of the works is being manufactured or assembled on other premises or works, the vendor shall obtain for the Engineer and for his duly authorised representative permission to inspect as if the works were manufactured or assembled on vendor's own premises or works. Necessary arrangement for carrying out inspection including supply of labour, IMTEs, area illumination and scaffolding, if required will be vendor's responsibility and same has to be carried out within the quoted price.
13.2	To facilitate advance planning of inspection in addition to giving inspection notice the vendor shall furnish quarterly inspection programme indicating schedule dates of inspection at customer hold point and final inspection stages. Updated quarterly inspection plans will be made for each 3 consecutive months and shall be furnished before beginning of each calendar month.
13.3	Before any plant/equipment leaves the place of manufacture BHEL shall be given the option of witnessing inspections inspections and tests for compliance with the specifications and related standards. The vendor shall give the engineer/ Inspector 15 days written notice of any material being ready for testing. Such test shall be to the vendor's account except for the expenses of the Inspector .The Engineer/ Inspector, unless the inspection is waived will attend such tests within 15 days of the date on which the equipment is notified as being ready for test/ inspection failing which the vendor may proceed with test which shall be deemed to have been made in the Inspector's presence and he shall forthwith forward to the Inspector duly certified copies of test reports.
13.4	The Engineer or Inspector shall within 15 days from the date of inspection as defined herein give notice to the vendor of any objection wrt drawing/ equipment/ workmanship which in his opinion not in accordance with the specification/ contract. The vendor shall either make modification as may be necessary to meet the said objection or explain to the engineer/ inspector giving reasons that no modifications are necessary to comply with the contract.
13.5	When the factory tests have been completed at the vendor's or subvendor's works, the engineer or Inspector shall issue a certificate to this effect within reasonable time after completion of tests but if the tests are not witnessed by the engineer or Inspector the certificate shall be issued within 15 days of the receipt of vendor's test

	certificate by the engineer Inspector. The completion of these tests or the issue of the certificates shall not bind BHEL to accept the equipment should it on further tests after erection be found not to comply with the contract.
13.6	In all cases where the vendor provides the tests at the premises of the vendor or any subvendor, the vendor except where otherwise specified shall provide free of charge such items as labour, materials, electricity, fuel, water, stores, apparatus and instruments as may be reasonably demanded by the Engineer/ Inspector to carry out effectively such tests on the equipment in accordance with the contract and shall give facilities to the Engineer/Inspector to accomplish testing.
<b>14.0</b>	<b>OPERATING MANUAL AND MAINTENANCE INSTRUCTIONS</b>
14.1	The vendor shall provide at least 6 months before the time of commissioning, all necessary operating & maintenance (O&M) manual. The O&M manual shall be submitted in the form of one reproducible original and 15 copies.
14.2	The information which shall be contained in loose stiff backed covers, shall include following in addition to whatever has been specified in Volume-II of this tender.
14.2.1	A complete inventory of all main items of plant/equipment with identification details.
14.2.2	A complete set of all drawings, schematics, data sheets, schedules etc.
14.2.3	Service Manuals for all plant and equipment giving full descriptions of the main items and auxiliary items.
14.2.4	A schedule of recommendations for routine maintenance of all equipment inspection point, information on detection, cause and rectification of troubles and faults.
14.2.5	A lubrication schedule with all necessary drawings.
14.2.6	Manufacturer's literature for all the self manufactured and bought out items.
14.3	Acceptance of O&M manual is subject to approval of BHEL.
<b>15.0</b>	<b>INSURANCE</b>
15.1	BHEL shall arrange comprehensive MCE (marine cum erection) Insurance Policy for total project supply & services including balance of plant package covering transit risks & loss, destruction or damage during handling at Site, Storage, civil works, erection, testing and commissioning up to trial operation completion of each unit including theft, sabotage, fire, lightning and other natural calamities.
15.2	Vendor shall timely intimate all despatches to the underwriter. The details of the underwriter and policy shall be as follows.
15.2.1	<b>POLICY DETAILS</b> MCE POLICY NO - 50030044110850000005 POLICY PERIOD – 05-03-2012 – 04-04-2015
15.2.2	<b>UNDERWRITER &amp; CONCERNED PERSON DETAILS</b> UNITED INDIA INSURANCE COMPANY LTD LARGE CORPORATES AND BROKERS CELL D-24 & E-25, HIMALAYA HOUSE, 2ND FLOOR, 23, KG MARG, NEW DELHI – 110 001 PH: +91 11 43560470; FAX: +91 11 23355307  SOU MYA MUKHERJEE, CHIEF REGIONAL MANAGER MOB: +91 9910012301, EMAIL ID - <a href="mailto:soumyamukherjee@uiic.co.in">soumyamukherjee@uiic.co.in</a>  MRS GEETHA RAWAT DY MANAGER (CLAIMS) MOB: +91 9871725112; EMAIL ID: <a href="mailto:rgeetha@uiic.co.in">rgeetha@uiic.co.in</a>
15.2.3	Any change in above shall be duly intimated.
15.3	Vendor shall report to BHEL in writing any damages to equipments/components on receipt, storing and during withdrawal of the materials from stores, in transit to site and unloading at place of work and during erection and commissioning till trial operation completion. The above report shall be as prescribed by BHEL site management. Any consequential loss arising out of non-compliance of this stipulation will be borne by vendor.
15.4	The vendor will take necessary precautions/ due care to protect the material at Project site, while in his custody from any damage/ loss till the same is taken over by

	BHEL or customer at Project site. For lodging/ processing of insurance claim the vendor will submit necessary documents. BHEL will reserve the right to recover the loss from the vendor as detailed below in case the damage/loss is due to negligence/ carelessness on the part of the vendor. In case of theft of material under vendor's custody, the same shall be reported to police by the vendor immediately, and copy of FIR and subsequently police investigation report shall be submitted to BHEL/ customer for taking up with insurance. However this will not relieve the vendor of his contractual obligation for the material in his custody.
15.5	In case the claim is summarily rejected by the underwriters due to wilful negligence of the vendor, the entire cost of repair/ replacement will be recovered from the vendor.
15.6	It will be responsibility of vendor to replenish the items lost/ damaged in time without hampering the schedule of work and without waiting for settlement of insurance claim. Amount received from the underwriters on settlement of insurance claim shall be passed on to the vendor as and when available.
15.7	Other provisions of insurance are stipulated in Volume-IA of this tender (GCC).
<b>16.0</b>	<b>MATERIAL DESPATCH CLEARANCE CERIFICATE (MDCC)</b>
16.1	MDCC shall be issued by BHEL/ owner or their authorized representative prior to dispatch. In case the tests are not witnessed by BHEL/ owner's representative, the test certificates shall be submitted to owner through BHEL and MDCC will be issued thereafter.
16.2	Copy of MDCC and other dispatch document shall accompany with every dispatch, failing which the consignment shall not be allowed to enter the project premises.
<b>17.0</b>	<b>MATERIAL RECEIPT CERTIFICATE (MRC)</b>
	MRC shall be issued by BHEL/ owner or their authorized representative after the material is received at site in good condition.
<b>18.0</b>	<b>CONSIGNEE</b>
	Consignee for material shall be as under.  DGM (Stores & Purchase) WBPDCL, West Bengal (A/C – BHEL)
<b>19.0</b>	<b>DESPATCH</b>
19.1	All materials/ plants/ equipments shall be transported by road including ODC consignment. Despatch shall only be made after inspection and issue of MDCC by BHEL/ owner. Advance information by fax/ courier of despatch details shall be sent to Construction Manager, BHEL.
19.2	No consignment shall be dispatched on SELF basis. Material shall be despatched prepaid, door delivery basis, else ensure the clearance and collection of goods from lorry go down and arrangement to transport the same to Site store shall be in the scope of vendor.
19.3	Each package should carry the packing slip/ details of contents and should be put inside a metal enclosure, properly fixed to the packing from outside. The packing shall be such as to ensure prevention of damage, corrosion, pilferage, deterioration, loss in transit or storage and road-worthy.
19.4	The title of the ownership of goods to be supplied shall pass on to the owner on dispatch ex works/ FOR destination. However till the scope is completed in all respect and the plant/ equipment is taken over by the owner the goods shall remain with the custody of the bidder.
<b>20.0</b>	<b>BANKER</b>
	The address of banker for negotiation of documents is as follows.  State Bank of India, NS Road, Kolkata – 700 001  Or shall be as per intimation given by BHEL on a later date.
<b>21.0</b>	<b>BANK CHARGES</b>

	No interest, whatsoever, shall be payable by purchaser on the security deposit, any bank guarantee submitted or any amount due to the seller/vendor.
<b>22.0</b>	<b>PAYING AUTHORITY</b> Construction Manager, BHEL site office, 2x500 MW units Sagardighi STPP West Bengal.  Any change of above shall be intimated to the vendor accordingly.
<b>23.0</b>	<b>APPROVED MANUFACTURER/ SUB-VENDOR</b> For other bought out items, bidder have to adhere to the list of sub-vendors, indicated elsewhere in the technical specification, Volume-II / approved sub-vendor.
<b>24.0</b>	<b>INSPECTION &amp; JOINT VERIFICATION (AT VENDOR'S WORKS)</b> Prior to dispatch, the materials would be offered by the vendor for joint inspection at the vendor's works as detailed in this tender specification for which the vendor would serve the advance notice of 15 days for inspection call to BHEL.
<b>25.0</b>	<b>INSPECTION &amp; JOINT VERIFICATION (AT SITE)</b> The vendor shall be intimated within 7 days from the date of receipt of each consignment at site to depute their representative for joint inspection and verification of the equipment/ materials received at site. The vendor shall depute their representative within 7 days from receipt of such intimation failing which BHEL shall proceed with the inspection and verification of equipment/materials and BHEL's decision in this regard shall be final and binding to the vendor.
<b>26.0</b>	<b>SPARES</b>
26.1	The scope of supply of any spares shall be governed by scope referred in price schedule, Volume-IIIA (Latest revision).
26.2	However, as general guideline, following points shall be governing.
26.2.1	The purchaser may place orders for supply of spares on the vendor separately on receipt of detailed quotation categorizing the spares as (1) fast moving, (2) medium moving and (3) slow moving spare parts. The unit prices of such individual parts shall be valid till completion of guarantee period.
26.2.2	The vendor shall give warranty that before going out of production of the spare-parts, he will give advance notice to purchaser/ owner so that purchaser/ owner order his requirement of spares in one lot if he so desires. The vendor shall further give guarantee that if he goes out of production of spare parts, then he will make available blue prints/ drawings of spare parts and specifications of materials at no cost to the purchaser/ owner, if required, by purchaser/ owner to enable him to fabricate or procure spare parts from other sources.
26.2.3	Commissioning/ start up spares which are required at any time during the equipment installation till commercial operation of the unit are included in the contract & shall be handed over by the supplier to the purchaser.
26.2.4	Each sub-supplier for bought out items shall provide a full spare parts package showing information for each part, component, assembly and consumable item for each parent equipment item. The package shall also include detailed drawings together with complete spare parts lists giving sizes, materials rating etc.
26.2.5	Spare parts data package – each parent equipment item shall be listed by name, service, sub-suppliers sales order number, equipment plant tag no, manufacturer, model, size, serial no and vendors purchase order no. A full spare parts data package shall be submitted for each parent equipment item and shall clearly state which parent equipment it supports. Four hard as well as two soft copies of the complete spare parts data package for vendors manufactured items/ plant/ equipment as well as sub-suppliers bought out items shall be furnished to the purchaser at least 3 months before the commissioning of the unit.
<b>27.0</b>	<b>SECURITY DEPOSIT</b> Security deposit for this part of specification shall be governed by the provision of GCC, Volume-IA. Alternately, bidder may submit bank guarantee equivalent to 100 % of security deposit amount.
<b>28.0</b>	<b>PERFORMANCE BOND</b>

	Performance bond for this part of specification shall be governed by the provision of GCC, Volume-IA.
<b>29.0</b>	<b>TAXES AND DUTIES</b>
29.1	EXCISE DUTY
29.1.1	Since the project enjoys MEGA PROJECT STATUS, Excise Duty is exempted. Necessary documents/ papers (from BHEL and customer) will be handed over to vendor before dispatch from their factory/ works.
29.1.2	The commercial invoice should contain the name of ultimate consignee, ie customer as specified in the order/ contract as well as A/C BHEL.
29.1.3	Supply of goods by main/ sub-vendors shall be regarded as `Deemed Exports' under FTP, under 8.2 (f) of FTP benefits to supplier is governed by 8.4.4 (iv). Eligibility for refund of drawback: supplies will be eligible for Deemed Export Drawback in terms of Para 8.3 (b) of FTP on Central Excise paid on inputs/ components, provided CENVAT credit facility/ rebate has not been availed by the applicant, i.e. the vendor. Necessary PAC issued by Project Authority and Payment Certificate by BHEL will be issued to the supplier/ vendor. Payment Certificate shall be issued within 90 days. Hence ED paid on inputs, bought out items, as applicable, should not be included in price offer.
29.1.4	Bidder to consider the benefit of CENVAT in their quoted basic price.
29.1.5	However, in case BHEL are not in a position to issue requisite documents/ papers, Excise Duty will be reimbursed on submission of original documents which will be required by BHEL/ customer to avail deemed export benefit by BHEL/ customer. Also, if due to delay in issuing Payment Certificate by BHEL (for reasons attributable to BHEL), the ED claim of the vendor become time barred as per statutory authority/ rules, BHEL shall reimburse the corresponding ED amount to the vendor.
29.2	CENTRAL SALES TAX
29.2.1	Central Sales tax shall be payable extra, limited to the quoted value on submission of invoice, if the same is payable by the bidder to the respective Government Authorities meeting all statutory requirements and availing all exemption/ concessions under the Central Sales Tax Act, 1956. Bidder shall show CST separately in the invoice for inter-state sales at prevailing rate.
29.2.2	Sales Tax on bought out items paid/ payable by bidder to the sub-vendors shall be borne by bidder and shall not be invoiced to/ paid extra by BHEL.
29.2.3	BHEL proposes to make sale in transit as per Sec 6(2) (b) of the CST Act, 1956 where goods are moving inter-state. "C" Form shall be issued and exchanged against E-I/II Certificates based on quarterly transaction. The bidder is required to submit his request within 10 (ten) days from the end of the quarter in the specified format to the Construction Manager and Finance-In-charge, BHEL site. No concessional forms shall be issued for goods moving within the state.
29.2.4	In order to obtain the benefit of Transit Sale exemption U/S 6(2), following mode of documentation shall be followed.
29.2.4.1	<p><b>FOR SELF MANUFACTURED ITEMS OF VENDORS</b></p> <p>In case of BOP, steel &amp; cement, vendor's LR/ RR/ GR/ CN must the bear the name of BHEL as `Consignee'. BHEL will endorse the following words on the back of dispatch documents, i.e. LR/ RR/ GR/ CN prior to the date of receipt of materials by BHEL at site, i.e. after movement commences and before it terminate.</p> <p>`Please deliver the goods to (State customer's name &amp; address), (State customer's CST No)'.  Name of authorized signatory of BHEL's MM department: _____  Date: _____  Signature: _____</p>
29.2.4.2	<b>FOR BOUGHT-OUT ITEMS OF VENDORS:</b>
29.2.4.2.	STEP-1

1	<p>Sub-vendors' LR/ RR/ GR/ CN must the bear the name of vendor as `Consignee'. Vendor must endorse the following words on the back of dispatch documents, i.e. LR/ RR/ GR/ CN prior to the date of receipt of materials by vendor, i.e. after movement commences and before it terminates.</p> <p>`Please deliver the goods to (State BHEL's site's name &amp; address), (State BHEL's CST No)'. Name of authorized signatory of vendor: _____ Date: _____ Signature: _____</p>
29.2.4.2. 2	<p>STEP-2</p> <p>BHEL must endorse the following words on the back of dispatch documents, i.e. LR/ RR/ GR/ CN prior to the date of receipt of materials by BHEL at site, i.e. after movement commences and before it terminates.</p> <p>`Please deliver the goods to (State customer's name &amp; address), (State customer's CST No)'. Name of authorized signatory of BHEL's MM department: _____ Date: _____ Signature: _____</p>
29.2.5	If documents are submitted through bank, issuance of "C" Form shall not be insisted upon at the time of retirement of document(s).
29.2.6	BHEL, PSER is registered with the Sales Tax authority in the state under the Central Sales Tax Act.
29.2.7	If it is subsequently seen that CST too is also exempted for this MEGA PROJECT, BHEL will stop reimbursement of CST.
29.3	VALUE ADDED TAX
29.3.1	The bidder must be registered with the sales tax authority in the state for supply from the state. The bidder must produce copy of the Registration Certificate issued by the Sales Tax Authority. The bidder must issue "Tax Invoice" showing VAT charged separately in case of supply from the state.
29.3.2	Bidder to consider the benefit of Input Credit of VAT in their offer.
29.3.3	VAT shall be payable extra at actual on all items supplied from the state on submission of Invoice & as per tariff applicable, if the same is payable to the respective Government authorities meeting all statutory requirements and availing all exemption/ concessions under the state Value Added Tax Act, 2003.The tax invoice pertaining to supplies made in a quarter must be presented within that quarter so as to enable BHEL to take input credit within that quarter. If BHEL is denied of the benefit of Input Credit due to late/ non submission of "TAX INVOICE", VAT shall not be paid at all.
29.3.4	BHEL is registered with Sales Tax authority in the state under the State Value Added Tax Act.
29.3.5	Bidder's quoted price shall be exclusive of VAT amount and as such, VAT amount will not be included for evaluation of bidder's total price.
29.4	CUSTOMS DUTY
29.4.1	In terms of notification of the Govt. of India in the Ministry of Finance (Department of Revenue) No 21/2002-Customs, dated 01-03-02 read together with No 49/2006-Customs, dated 26-05-06, the import of capital equipment would be free of Customs Duty for this project.
29.4.2	Seller/ vendor shall arrange for his own import license, if required, since purchaser

	will not provide any import license since purchaser will not provide any import license. Therefore, seller/ vendor alone shall be responsible for any delay in getting import license or non-availability of the same or completion of other related formalities. Purchaser shall not be responsible for any financial liability, whatsoever, on this account.
29.4.3	Necessary documents/ papers (from BHEL and customer) will be handed over to vendor at appropriate juncture to avail exemption of Customs Duty. However, in case BHEL is not in a position to issue requisite documents/ papers, Custom Duty will be reimbursed on submission of original documents which will be required by BHEL/ customer to avail deemed export benefit by BHEL/ customer.
29.5	<b>DIRECT TAX</b> Purchaser shall not be liable towards income tax of whatever nature including variations thereof, arising out of this order/ contract, as well as tax liability of the seller/ vendor and his personnel.
29.6	It is the sole responsibility of the vendor to ensure timely claim to the DGFT authority for getting necessary rebate as mentioned above. In case of any delay in submission of claim to the appropriate authority by vendor, BHEL will not be held responsible in this regard.
29.7	CST shall be paid at actual but restricted to the amount indicated by vendor in their offer under respective heads and as reflected in the order/ contract. Any variation on CST, if imposed subsequently by statutory authority, after due date of submission of latest price offer as per NIT & TCN, as applicable, and within the contract period including extension, if any, (provided reason for extension is not attributable to vendor) shall be paid by BHEL on production of relevant supporting document to the satisfaction of BHEL.
29.8	New tax & duties, if imposed subsequent to latest due date of offer submission, as per NIT & TCN, as applicable, by statutory authority after due date of submission of latest price offer and within the contract period including extension, if any (provided reason for extension is not attributable to vendor), shall be reimbursed by BHEL at actual on production of relevant supporting document to the satisfaction of BHEL. However, the vendor shall obtain prior approval from BHEL before depositing new taxes & duties.
29.9	Benefits of abolition and reduction of CST on self manufactured items will be passed on to BHEL.
29.10	All taxes & duties shall be paid, as applicable, limited to amounts indicated in the break up prices as indicated above. These shall be directly paid to the respective statutory authorities. Any additional taxes & duties paid but not indicated in price schedule, will not be reimbursed by BHEL.
29.11	The seller/ contractor is required to ensure that taxes, duties etc, as applicable, are properly calculated & paid and exemption and benefits, as applicable, are fully availed of. BHEL shall not be held responsible on account of any fault on the part of vendor in this regard.
29.12	Other than above, no taxes & duties are payable.
<b>30.0</b>	<b>COMPLETION PERIOD</b> The vendor shall supply materials in such a manner that entire supply gets completed within 4 (Four) months from the date of LOI.
<b>31.0</b>	<b>SCHEDULE OF SUPPLY</b> The vendor shall furnish the L-1, L-2/ L-3 schedule indicating break-up of supply of various items under this specification matching with project schedule as referred in the tender within the stipulated completion periods.
<b>32.0</b>	<b>EXTENSION OF TIME FOR COMPLETION</b>
32.1	If the completion of work as detailed in the scope of work gets delayed beyond the contract/ completion period, the vendor shall request for an extension of the contract and BHEL at its discretion may extend the contract.
32.2	Based on the reviews jointly signed, the scope balance at the end of original contract period less the backlog attributable to the vendor shall be quantified, and the number of months of 'Time extension' required for completion of the same shall be jointly worked out. Within this period of 'Time extension', the vendor is bound to complete

	the portion of backlog attributable to the vendor. Any further 'Time extension' or 'Time extensions' at the end of the previous extension shall be worked out similarly.
32.3	However if any 'Time extension' is granted to the vendor to facilitate continuation of work and completion of contract, due to backlog attributable to the vendor alone, then it shall be without prejudice to the rights of BHEL to impose penalty/ LD for the delays attributable to the vendor, in addition to any other actions BHEL may wish to take at the risk and cost of vendor.
32.4	A joint programme shall be drawn for the balance amount of work to be completed during the period of 'Time Extension'. Review of the programme and record of shortfall shall be done.
32.5	At the end of total work completion as certified by BHEL engineer, and upon analysis of the total delay, the portion of time extensions attributable to (i) Vendor, (ii) Force majeure conditions, and (iii) BHEL, shall be worked out and shall be considered to be exhausted in the same order. The total period of time extensions shall be the sum of (i), (ii) and (iii) above and shall be equal to period between the scheduled date of completion and the actual date of completion of contract. LD shall be imposed/ levied for the portion of time extensions attributable to vendor and recoverable from the dues payable to the vendor.
<b>33.0</b>	<b>PAYMENT TERMS</b>
33.1	For all items of work as per approved billing schedule of supply, payment shall be made as per following break-up of contract price.
33.1.1	10 % of basic price of on submission and approval of all basic design documents such as data sheets/ drawings, quality plans etc as per tender.
33.1.2	70 % of basic price along with 100 % CST & VAT against dispatch document on prorata dispatch of material to site as per approved billing schedule. Documents (required sets) required, as applicable, for such payment are as follows.
33.1.2.1	Invoice/ excisable invoice in original.
33.1.2.2	LR/ RR (consignee copy).
33.1.2.3	Packing list.
33.1.2.4	BHEL/ customer MDCC enclosing QS note, inspection & test certificate, wherever applicable.
33.1.2.5	Copy of letter, addressed to insurance company intimating dispatch.
33.1.3	10 % of basic price along with 100 % freight & others against Material Receipt Certificate (MRC) issued after receipt of materials and its physical verification at site on prorata basis. Collection of MRC from the site and its submission for claiming the payment shall be vendor's responsibility.
33.1.4	5 % of the basic price shall be released against supply completion, commissioning of the system.
33.1.5	5 % of basic price shall be released against (i) Trial run of the system/ package; (ii) Successful completion of PG test/ demonstration test of the system/ package, as applicable; (iii) Submission of final documents, eg as-built drawings, O&M manual etc and (iv) Handing over of the system/ package to the owner.  In case of delay in completion of above activities for the reasons not attributable to the bidder, this amount can be paid on submission of BG of equivalent amount, valid initially for 6 months & to be revalidated till completion of trial run or PG test/ demonstration test or handing over of the system/ package, whichever is later.  However, bidder has to fulfill all formalities for final billing/ contract closing prior to drawing this payment.
33.2	Payment shall be made by BHEL site office within 30 days of receipt of invoice subject to its completeness in all respects as per BHEL's procedure. All admissible recovered/ adjustments etc shall be made from the interim payable amount.
33.3	Detail billing schedule for 'supply' shall be submitted by the successful vendor to BHEL for approval within 60-days of LOI.
33.4	BHEL site, at discretion, may further split up the above percentages and effect payment to suit the site condition, cash flow requirement, according to the progress of work.

<b>34.0</b>	<b>MOBILISATION ADVANCE/ INTEREST BEARING RECOVERABLE ADVANCE</b>
	Not applicable for this tender.
<b>35.0</b>	<b>ESCALATION (PVC)</b>
	Not applicable for this tender.
<b>36.0</b>	<b>OVER RUN COMPENSATION (ORC)/ RATE REVISION</b>
	Not applicable for this tender.
<b>37.0</b>	<b>GUARANTEE</b>
37.1	The vendor shall warrant that the equipment will be new and in accordance with the contract documents and free from defects arising due to deficiencies in design & engineering and from defects in material & workmanship for the period commencing immediately upon satisfactory completion of trial operations & handing over. Performance guarantee shall stand valid till at least 18 months after load Testing of Crane or as per commercial terms & conditions, whichever is later. The equipment shall operate satisfactorily and reliably and the performance & efficiency of the equipment (s) shall not be less than the respective guaranteed values.
37.2	Other provision shall be as per the GCC.
<b>38.0</b>	<b>LIQUIDATED DAMAGES</b>
38.1	Subject to force majeure, if vendor fail to complete the scope of tender within aforesaid completion period, BHEL shall have the right to recover as liquidated damages (LD) a sum equivalent to 0.25 % (One quarter percent) of the contract price, including taxes, duties etc (Supply part of the price schedule) for delay of each week or part thereof. The liability for delay shall not in any case exceed 5 % (Five percent) of the contract price, including taxes and duties (supply part of the price schedule).
38.2	Following criteria for LD factor/ acceptance for crane based on performance testing shall be applicable for this job.
38.2.1	Guaranteed load lifting capacity of the crane.
38.2.2	LD rates/ acceptance criteria for the guaranteed parameters as per relevant clause of technical specification.
38.3	BHEL shall deduct the amount of such compensation from any money due or which may become due to the vendor and/or recover such compensation from the bank guarantees/ security deposit of the vendor. To be entitled to impose such compensation, BHEL will not be required to prove that he has incurred such amount as actual damage.
38.4	BHEL reserve the right to purchase from elsewhere on account of and at the risk & cost of the vendor without notice to the vendor of the equipment/ materials not so delivered, without canceling the order/ contract in respect of the equipment/ materials not yet due for delivery.
38.5	BHEL reserve the right to cancel the order/ contract or a portion thereof for the stores not so delivered at the risk & cost of the vendor and the vendor shall be liable to BHEL for any excess costs thereof.
38.6	The vendor shall continue performance of order/ contract under all circumstances, to the extent not cancelled.
38.7	Where action is taken as per above, the vendor shall be liable for any loss, which BHEL may sustain on that account. The vendor shall not be entitled to any gain on such purchase and the manner and the method of such purchase shall be at the discretion of BHEL. It shall not be obligatory on any part of BHEL to serve a notice of such purchase on vendor.
<b>39.0</b>	<b>CONTRACT RATE/ PRICE</b>
39.1	Bidder shall quote their price as per the format of Volume-III, price schedule (Latest revision) only.
39.2	While, total price (Supply & service parts together) will be considered for evaluation, separate order will be placed for supply part as per price component in price schedule.
<b>40.0</b>	<b>OTHER TERMS</b>
	All other term & conditions of this specification shall be governed by the pertinent provisions of GCC & other volumes of this tender, as applicable.