

# TENDER SPECIFICATION

SI No	Tender Specification Number	Unit Number & Project
1	BHE/PW/PUR/VNT5-STATOR/1228/OJ	Unit 13 of 1X500MW NTPC VINDHYACHAL

FOR

Unloading of 1 No. 500 MW generator stator (258 MT) from BHEL's special wagon at railway siding at Vindhyanagar , loading the stator on hydraulic trailer, transportation of stator to TG Hall of U#13

AT

1x500 MW NTPC STPP STAGE-V UNIT-13

NATIONAL THERMAL POWER CORPORATION LIMITED (NTPC), VINDHYACHAL  
DISTRICT- SINGRAULI  
MADHYA PRADESH

VOLUME – I

## CONSISTING OF:

- Notice Inviting Tender,
- Volume-IA : Technical Conditions of Contract,
- Volume-IB : Special conditions of Contract,
- Volume-IC : General conditions of Contract
- Volume-ID : Forms & Procedures
- Drawings.



**Bharat Heavy Electricals Limited**  
(A Government of India Undertaking)  
Power Sector - Western Region  
345-Kingsway, Nagpur-440001

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1x500 MW NTPC STPP STAGE-V UNIT-13

NATIONAL THERMAL POWER CORPORATION LIMITED (NTPC), VINDHYACHAL

DISTRICT- SINGRAULI

MADHYA PRADESH

EARNEST MONEY DEPOSIT: Refer Notice Inviting Tender

LAST DATE FOR TENDER SUBMISSION Refer Notice Inviting Tender

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

M/s. ....

.....

PLEASE NOTE:  
THESE TENDER SPECS DOCUMENTS ARE NOT TRANSFERABLE.

For Bharat Heavy Electricals Limited

AGM (Purchase)

Place: Nagpur

Date:

1228

# NOTICE INVITING TENDER

Bharat Heavy Electricals Limited



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

To

Dear Sir/Madam

**Sub: NOTICE INVITING TENDER**

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

**1.0 Salient Features of NIT**

SL NO	ISSUE	DESCRIPTION	
I	T.S NO. BHE/PW/PUR/VNT5-STATOR/1228/OJ		
ii	<b>Broad Scope of job</b>	Unloading of 1 No. 500 MW generator stator (258 MT) from BHEL's special wagon at railway siding at Vindhyanagar, loading the stator on hydraulic trailer, transportation of stator to TG Hall of <b>UNIT-13 OF 1X500 MW NTPC VINDHYACHAL PROJECT NEAR VINDHYANAGAR DISTRICT SINGRAULI IN MADHYA PRADESH STATE.</b>	
iii	<b>DETAILS OF TENDER DOCUMENT</b>		
A	Volume-IA	<i>Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc</i>	<i>Applicable</i>
B	Volume-IB	<i>Special Conditions of Contract (SCC)</i>	<i>Applicable</i>
C	Volume-IC	<i>General Conditions of Contract (GCC)</i>	<i>Applicable</i>
D	Volume-ID	<i>Forms and Procedures</i>	<i>Applicable</i>
E	Volume-II	<i>Price Schedule (Absolute value).</i>	<i>Applicable</i>
iv	<b>Issue of Tender Documents</b>	<b>04/02/2013</b>	<i>Applicable</i>
V	<b>DUE DATE &amp; TIME OF OFFER SUBMISSION</b>	<b>Date : 25/02/2014 , Time :15.00Hrs</b> <b>Place : <u>BHEL PS Regional office at :Nagpur</u></b> Tenders being submitted through representative shall be handed over to any of the following BHEL officials after	<i>Applicable</i>

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		making entry/registration at the reception: Pratish Gee Varghese/Sr. Engineer(Purchase) Nirmal P G (Asst. Engineer/ Purchase)	
vi	<b>OPENING OF TENDER</b>	<b>1 hours after the latest due date and time of Offer submission</b> Notes: (1) In case the due date of opening of tender becomes a non-working day, tenders shall be opened on next working day at the same time. (2) Bidder may depute representative to witness the opening of tender	Applicable
vii	<b>EMD AMOUNT</b>	Rs. 1,00,000/- (Rupees One Lakh Only)	Applicable
viii	<b>COST OF TENDER</b>	Rs 2000/-.	Applicable
ix	<b>LAST DATE FOR SEEKING CLARIFICATION</b>	Date: Atleast 7 days before the due date of offer submission Along with soft version also, addressing to undersigned & to others as per contact address given below; <b>Nirmal P.G/ Asst. Engineer</b> <b>PH: 0712-3048713.</b> <b>E-mail: <a href="mailto:nirmalpg@bhelswr.co.in">nirmalpg@bhelswr.co.in</a></b> & <b>Pratish Gee Varghese/ Sr. Engineer</b> <b>E-mail: <a href="mailto:pgv@bhelswr.co.in">pgv@bhelswr.co.in</a></b>	Applicable
X	<b>SCHEDULE OF Pre Bid Discussion (PBD)</b>	Not applicable.	Not applicable.
xi	<b>INTEGRITY PACT &amp; DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)</b>		Applicable(Bidders to submit duly filled & signed Annexure III of NIT)
xii	<b>Latest updates</b>	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be intimated by Fax/E-mail. Bidders to keep themselves updated with all such information	

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

3.0 Unless specifically stated otherwise, bidder shall remit cost of tender and courier charges if applicable, in the form of Demand Draft drawn in favour of Bharat Heavy Electricals Ltd, payable at Power Sector Regional HQ at Nagpur issuing the Tender, along with techno-commercial offer. Bidder may also choose to deposit the Tender document cost by cash at the Cash Office as stated above against sl no iv of 1, on any working day; and in such case copy of Cash receipt is to be enclosed with the Techno Commercial offer. Sale of tender Documents shall not take place on National Holidays, holidays declared by Central or State Governments and BHEL PS HQ at Nagpur, Sundays and second/ last Saturdays

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- 4.0 Unless specifically stated otherwise, bidder shall deposit EMD through Demand Draft/Pay Order in favour of Bharat Heavy Electricals Ltd, payable at Nagpur. For other details and for 'One Time EMD' please refer General Conditions of Contract.
- 5.0 **Procedure for Submission of Tenders:** The Tenderers must submit their Tenders to Officer inviting Tender, as detailed below:
- PART-I consisting of 'PART-I A (Techno Commercial Bid)' & 'PART-I B (EMD/COST of TENDER)' in two separate sealed and superscribed envelopes (ENVELOPE-I & ENVELOPE-II)
  - PART-II (Price Bid) – in sealed and superscribed envelope (ENVELOPE-III)
  - One set of tender documents shall be retained by the bidder for their reference
- 6.0 The contents for ENVELOPES and the superscription for each sealed cover/Envelope are as given below. **(All pages to be signed and stamped)**

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

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

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

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

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

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- 7.0 Deviation with respect to tender clauses and additional clauses/suggestions in Techno-commercial bid / Price bid shall NOT be considered by BHEL. Bidders are requested to positively comply with the same.
- 8.0 BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).

**9.0 Assessment of Capacity of Bidders:**

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

- I. ~~**LOAD:** Load takes into consideration ALL the contracts of the Bidder under execution with BHEL Regions, irrespective of whether they are similar to the tendered scope or not. The 'Load' is the sum of the unit wise identified packages (refer Table 1) for contracts with BHEL Regions. The cut off month for reckoning 'Load' shall be the month, two (2) months preceding the month corresponding to the 'latest date of bid submission', in the following manner:~~

~~(Note: For example if latest bid submission is in Aug 2011, then the 'load' shall be calculated upto and inclusive of June 2011)~~

i). ~~Total number of Packages~~

~~Total number of Packages in hand = P~~

~~Where~~

- ~~• 'P' is the sum of all unit wise identified packages under execution with BHEL Regions as of the cut off month defined above, including packages yet to be commenced, excepting packages which are on HOLD due to reasons not attributable to Bidder..~~

- II. ~~**PERFORMANCE:** Here 'Monthly Performance' of the bidder for all the packages (under execution/ executed during the 'Period of Assessment' in all the Power Sector Regions of BHEL) SIMILAR to the packages covered under the tendered scope, excepting packages not commenced shall be taken into consideration. The 'Period of Assessment' shall be 6 months preceding the cut off month. The cut off month for reckoning 'Period of Assessment' shall be the month two (2) months preceding the month corresponding to the 'latest date of bid submission', in the following manner:~~

~~(Note: For example if 'latest date of bid submission' is in Aug 2011, then the 'performance' shall be assessed for a 6 month period upto and inclusive of June 2011, for all the unit wise identified packages (refer Table 1))~~

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

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

- a) ~~P<sub>1</sub>, P<sub>2</sub>, P<sub>3</sub>, P<sub>4</sub>, P<sub>5</sub>, ... P<sub>N</sub> etc be the packages (under execution/ executed during the 'Period of Assessment' in all Regions) SIMILAR to the packages covered under the tendered scope, excepting packages not commenced. Total number of similar packages for all Regions = P<sub>T</sub> (ie P<sub>T</sub> = P<sub>1</sub> + P<sub>2</sub> + P<sub>3</sub> + P<sub>4</sub> + .. P<sub>N</sub>)~~

- b) ~~Number of Months 'T<sub>i</sub>' for which 'Monthly Performance Evaluation' as per relevant formats, should have been done in the 'Period of Assessment' for the corresponding similar package P<sub>i</sub>. Similarly T<sub>2</sub> for package P<sub>2</sub>, T<sub>3</sub> for package P<sub>3</sub>, etc for the tendered scope. Now calculate cumulative total months 'T<sub>T</sub>' for total similar Packages 'P<sub>T</sub>' for all Regions (ie T<sub>T</sub> = T<sub>1</sub> + T<sub>2</sub> + T<sub>3</sub> + T<sub>4</sub> + .. T<sub>N</sub>)~~

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e) Sum ' $S_1$ ' of 'Monthly Performance Evaluation' Scores ( $S_{1.1}, S_{1.2}, S_{1.3}, S_{1.4}, S_{1.5}, \dots, S_{1.N}$ ) for similar package  $P_1$ , for the 'period of assessment' ' $T_1$ ' (i.e  $S_1 = S_{1.1} + S_{1.2} + S_{1.3} + S_{1.4} + S_{1.5} + \dots + S_{1.N}$ ). Similarly  $S_2$  for package  $P_2$  for period  $T_2$ ,  $S_3$  for package  $P_3$  for period  $T_3$ , etc for the tendered scope for all Regions. Now calculate cumulative sum ' $S_T$ ' of 'Monthly Performance Evaluation' Scores for total similar Packages ' $P_T$ ' for all Regions (i.e ' $S_T = S_1 + S_2 + S_3 + S_4 + S_5 + \dots + S_N$ ')

~~f) Overall Performance Rating ' $R_{BHEL}$ ' for the similar Package/Packages (under execution/ executed during the 'Period of Assessment') in all the Power Sector Regions of BHEL):~~

~~\_\_\_\_\_ Aggregate of Performance scores for all similar packages in all the Regions~~

~~\_\_\_\_\_ = \_\_\_\_\_~~  
~~\_\_\_\_\_ Aggregate of months for each of the similar package for which performance should have been evaluated in all the Regions~~

~~\_\_\_\_\_  $S_T$~~

~~\_\_\_\_\_ = \_\_\_\_\_~~

~~\_\_\_\_\_  $T_T$~~

e) ~~Bidders to note that the risk of non evaluation or non availability of the 'Monthly Performance Evaluation' reports as per relevant formats is to be borne by the Bidder~~

f) ~~Table showing methodology for calculating 'a', 'b' and 'c' above~~

Sl no	Item Description	Details for all Regions							Total
		(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)	
1	Similar Packages for all Regions → (under _____ execution/ executed during period of assessment)	$P_1$	$P_2$	$P_3$	$P_4$	$P_5$	...	$P_N$	Total No of similar packages for all Regions = $P_T$ ie Sum ( $\Sigma$ ) of columns (iii) to (ix)
2	Number of Months for which _____ 'Monthly Performance Evaluation' as per relevant _____ formats should have been done in the 'period of assessment' for corresponding similar Package (as in row 1)	$T_1$	$T_2$	$T_3$	$T_4$	$T_5$	...	$T_N$	Sum ( $\Sigma$ ) of columns (iii) to (ix)  = $T_T$
3	Monthly performance scores for the corresponding period (as in Row 2)	$S_{1.1T}$ $S_{1.2T}$ $S_{1.3T}$ $S_{1.4T}$ ... $S_{1.T1}$	$S_{2.1T}$ $S_{2.2T}$ $S_{2.3T}$ $S_{2.4T}$ ... $S_{2.T2}$	$S_{3.1T}$ $S_{3.2T}$ $S_{3.3T}$ $S_{3.4T}$ ... $S_{3.T3}$	$S_{4.1T}$ $S_{4.2T}$ $S_{4.3T}$ $S_{4.4T}$ ... $S_{4.T4}$	$S_{5.1T}$ $S_{5.2T}$ $S_{5.3T}$ $S_{5.4T}$ ... $S_{5.T5}$	... ... ... ... ... ...	$S_{N.1T}$ $S_{N.2T}$ $S_{N.3T}$ $S_{N.4T}$ ... $S_{N.TN}$	_____
4	Sum of Monthly Performance scores of the corresponding Package for the corresponding period (as in row 3)	$S_1$	$S_2$	$S_3$	$S_4$	$S_5$	...	$S_N$	Sum ( $\Sigma$ ) of columns (iii) to (ix)  = $S_T$

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

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

- a) 'Period of Assessment.
- b) 12 months preceding the cut-off month
- c) 24 months preceding the cut-off month
- d) 36 months preceding the cut-off month

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

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

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

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

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

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

Note:

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

The Bidder shall be considered 'Qualified' as per 'Assessment of Capacity of Bidder' for the subject Tender if  $P \leq P_{Max}$   
(where P is calculated as per clause 9.1)

**IV. Explanatory note:**

- a) Similar package means Boiler or ESP or Piping or Turbine or Civil or Structure or Electrical or CI, etc at the individual level irrespective of rating of Plant, and irrespective of whether the subject tender is a single package or as part of combined/composite packages. Normally Boiler, ESP, Piping, Turbine, Electrical, CI, Civil, Structure, etc is considered individual level of package. For example in case the tendered scope is a Boiler Vertical Package comprising of Boiler, ESP and Power Cycle Piping (i.e the 'identified packages as per Table-1 below), the 'PERFORMANCE' part against sl no II above, needs to be evaluated considering all the identified packages (ie

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Boiler, ESP and Power Cycle Piping) and finally the Bidder's capacity to execute the tendered scope is assessed in line with III above

b) Identified Packages (Unit wise)

**Table-1**

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

c) ~~Bidders who have not been evaluated for at least six package months in the last 36 months in the online BHEL system for contractor performance evaluation in BHEL PS Regions, wof July'2010 shall be considered "NEW VENDOR".~~

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

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

The "FIRST TIMER" tag shall remain till execution of work for a period of not less than 09 months, from the commencement of work of first package

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

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

d) ~~In the unlikely event of all bidders shortlisted against Technical and Financial Qualification criteria not meeting the criteria on 'Assessment of Capacity of Bidders' detailed above, OR leads to a single tender response on applying the criteria of 'Assessment of Capacity of Bidders' or due to non-approval by Customer, then BHEL at its discretion reserves the right to consider the further processing of the Tender based on the Overall Performance Rating 'R<sub>BHEL</sub>' only, starting from the upper band.~~

e) 'Under execution' shall mean works in progress as per the following:

- i. up to Boiler Steam Blowing in case of Steam Generator and Auxiliaries
- ii. upto Synchronisation in case of all other works excepting sl no (i) and (iii)

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iii. ~~Upto execution of at least 90% of anticipated contract value in case of Civil & Structures (unit wise), Enabling works and upto 90% of material unloading (in tonnage) as per the original contract in case of MM Package.~~

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

~~f) Performance evaluation in CL 9 above is applicable to Prime bidder and consortium partner (or Technical tie up partner) for their respective scope of work~~

- 10.0 Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.
- 11.0 For any clarification on the tender document, the bidder may seek the same in writing or through e-mail, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
- 12.0 BHEL may decide holding of pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.
- 13.0 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer, else BHEL's interpretation shall prevail.
- 14.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
- 15.0 Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), **if applicable**, along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. **The names and other details of Independent External Monitor (IEM) for the subject tender is as given at point (1) above.**
- 16.0 The Bidder has to satisfy the Pre Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre Qualification Criteria specified in this NIT as per Annexure-I (as applicable), past performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under HOLD.
- 17.0 In case BHEL decides on a 'Public Opening', the date & time of opening of the sealed PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one authorised representative to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful/Disqualified bidders under intimation to the respective bidders.
- 18.0 Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 19.0 BHEL reserves the right to decide the successful bidder on the basis of Reverse Auction process. In such case all qualified bidders will be intimated regarding procedure/ modality for Reverse Auction process prior to Reverse Auction and price will be decided as per the rules for Reverse Auction. .

However, if reverse auction process is unsuccessful as defined in the RA rules/procedures, or for

.....  
whatsoever reason, then the sealed 'PRICE BIDS' will be opened for deciding the successful bidder. BHEL's decision in this regard will be final and binding on bidder.

- 20.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 21.0 In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.
- 22.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 23.0 Consortium Bidding (or Technical Tie up) shall be allowed only if specified in Pre Qualifying Requirement (PQR) criteria, and in such a case the following shall be complied with:
- 23.1 Prime Bidder and Consortium Partner or partners are required to enter into a consortium agreement with a validity period of six months initially. In case the consortium is awarded the contract, then the Consortium Agreement between the Prime Bidder and Consortium Partner or partners shall be extended till contractual completion period including extension periods if any applicable.
- 23.2 'Stand alone' bidder cannot become a **Prime Bidder or a Consortium bidder or Technical Tie up bidder in a consortium (or Technical Tie up) bidding**. Prime bidder shall neither be a consortium partner to other prime bidder nor take any other consortium partners. However, consortium partner may enter into consortium agreement with other prime bidders. In case of non compliance, consortium bids of such Prime bidders will be rejected.
- 23.3 Number of partners for a consortium Bidding (or Technical Tie up) shall be as specified in the PQR
- 23.4 Prime Bidder shall be as specified in the Pre Qualification Requirement, else the bidder who has the major share of work
- 23.5 In order to be qualified for the tender, Prime Bidder and Consortium partner or partners shall satisfy (i) the Technical 'Pre Qualifying Requirements' specified for the respective package, (ii) "Assessment of Capacity of Bidder" as specified in clause 9.0
- 23.6 Prime Bidder shall comply with additional 'Technical' criteria of PQR as defined in 'Explanatory Notes for the PQR'
- 23.7 Prime Bidder shall comply with all other Pre Qualifying criteria for the Tender unless otherwise specified
- 23.8 In case customer approval is required, then Prime Bidder and Consortium Partner or partners shall have to be individually approved by Customer for being considered for the tender.
- 23.9 Prime Bidder shall be responsible for the overall execution of the contract
- 23.10 In case of award of job, Performance shall be evaluated for Prime Bidder and Consortium Partner or partners for their respective scope of work(s) as per prescribed formats
- 23.11 In case the Consortium partner or partners back out, their SDs shall be encashed by BHEL. In such a case, other consortium partner or partners meeting the PQR have to be engaged by the Prime Bidder,

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and if not, the respective work will be withdrawn and executed on risk and cost basis of the Prime Bidder. The new consortium partner or partners shall submit fresh SDs as applicable.

- 23.12 In case the prime Bidder withdraws, the whole contract shall be considered cancelled and short closed.
- 23.13 After execution of work, the work experience shall be assigned to the Prime Bidder and the consortium partner or partners for their respective scope of work. After successful execution of two similar works with the same consortium partner or partners under direct orders of BHEL, the Prime Bidder shall be eligible for becoming a 'stand alone' bidder for similar works, subject to certification from BHEL about the active involvement of the Prime Bidder for satisfactory execution of the works.
- 23.14 The consortium partner shall submit SD equivalent to 2% of the total contract value in addition to the SD to be submitted by the prime Bidder for the total contract value. In case there are two consortium partners, then each partner shall submit SD equivalent to 1% of the total contract value in addition to the SD to be submitted by the prime Bidder for the total contract value.
- 23.15 In case of a Technical Tie up, all the clauses applicable for the Consortium partner shall be applicable for the Technical Tie up partner also
- 24.0 The bidder shall submit documents in support of possession of 'Qualifying Requirements' duly self certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.
- 25.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 26.0 Order of Precedence  
In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:
- a. Amendments/Clarifications/Corrigenda/Errata etc issued in respect of the tender documents by BHEL
  - b. Notice Inviting Tender (NIT)
  - c. Price Bid
  - d. Technical Conditions of Contract (TCC)—Volume-1A
  - e. Special Conditions of Contract (SCC) —Volume-1B
  - f. General Conditions of Contract (GCC) —Volume-1C
  - g. Forms and Procedures —Volume-1D

It may please be noted that guidelines/rules in respect of suspension of business dealings', 'Vendor evaluation format', 'Quality, Safety & HSE guidelines', etc may undergo change from time to time and the latest one shall be followed

for BHARAT HEAVY ELECTRICALS LTD

AGM Purchase

**Enclosure**

01. Annexure-1: Pre Qualifying criteria.
02. Annexure-2: Check List.
03. Annexure – 3 IMPORTANT INFORMATION
04. Other Tender documents as per this NIT.

**ANNEXURE - 1**

**PRE QUALIFYING CRITERIA**

JOB	Unloading of 1 No. 500 MW generator stator (258 MT) from BHEL's special wagon at railway siding at Vindhyanagar, loading the stator on hydraulic trailer, transportation of stator to TG Hall of <b>UNIT-13 OF 1X500 MW NTPC VINDHYACHAL</b> PROJECT NEAR VINDHYANAGAR DISTRICT SINGRAULI IN MADHYA PRADESH STATE .
TENDER NO	<b>BHE/PW/PUR/VNT5- STATOR/1228/OJ</b>

SL NO	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Name and Description of qualifying criteria	Page no of supporting document
A	Submission of Integrity Pact duly signed (if applicable)	NOT APPLICABLE	
B	<u>Technical</u> B.1) Bidder must have in last Seven years as latest date of offer submission, successfully carried out transportation of any ODC consignment of 200 MT or above <b>OR</b> Generator Stator of 190 MW or higher capacity.  (Bidder shall furnish documentary evidence viz. Work order & completion certificate in support of the same.)	APPLICABLE	
C1	<u>Financial TURNOVER</u>  Bidders must have achieved an average annual financial turnover (Audited) of Rs. 9.6 Lakhs or more over last three Financial Years (FY) i.e. 2010-2011, 2011-2012, 2012-13	APPLICABLE	
C2	<u>NETWORTH (only in case of Companies)</u>  Net worth of the Bidder based on the latest Audited Accounts as furnished for 'C1' above should be positive	APPLICABLE	
C3	<u>PROFIT</u>  Bidder must have earned cash profit in any one of the three Financial Years as applicable in the last three years defined in 'C1' above based on latest Audited Accounts.	APPLICABLE	

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D	Assessment of Capacity of Bidder	NOT APPLICABLE	By BHEL
E	Approval of Customer Note: Names of bidders who stand qualified after compliance of criteria A to D shall be forwarded to customer for their approval. Price bid of only those bidders shall be opened who are approved by customer.	NOT APPLICABLE	
F	Consortium criteria (if applicable)	NOT APPLICABLE	
<p><b><u>Explanatory Notes for QR</u></b></p> <ol style="list-style-type: none"> <li>1. Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated against C-1 above along with all annexures</li> <li>2. In case audited Financial statements have not been submitted for all the three years as indicated against C-1 above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years i.e total divided by three.</li> <li>3. C-2:-NETWORTH: Shall be calculated based on the latest Audited Accounts as furnished for C-1 above. Net worth = Paid up share capital + Reserves. (Net worth is required to be evaluated in case of companies)</li> <li>4. C-3:- PROFIT : shall be NET profit (PAT + Non cash expenditure viz depreciation) earned during any one of the three financial years as in C-1 above</li> <li>5. Time period for achievement of the 'Technical' criteria of PQR (as in 'B' above) will be the last 7 years ending on the 'latest date' of Bid submission</li> <li>6. 'EXECUTED' means the Vendor should have achieved the criteria specified in the Technical criteria of PQR (as in 'B' above) even if the Contract has not been completed or closed.</li> <li>7. <b>The value of work (Experience submitted against PQR B) shall be updated as per the PVC indices for "All India Avg. Consumer Price Index for Industrial Workers" with base month as date of execution (completion of contract/work) and indexed upto two months prior to bid opening month.</b></li> </ol>			

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

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**ANNEXURE - 2**

**CHECK LIST**

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

1	Name and Address of the Tenderer		
2	Details about type of the Firm/Company		
3	Details of Contact person for this Tender	Name : Mr./Ms Designation: Telephone No: Mobile No: Fax No:	
4	EMD DETAILS	DD No:                      Date : Bank :                      Amount: Please tick ( ✓ ) whichever applicable:- ONE TIME EMD / ONLY FOR THIS TENDER	
		APPLICABILITY	BIDDER REPLY
5	Whether the format for compliance with <b>PRE QUALIFICATION CRITERIA</b> (ANNEXURE-I) is understood and filled with proper supporting documents referenced in the specified format	Applicable	YES / NO
6	Whether Audited profit and Loss Account for the last three years submitted	Applicable	YES/NO
7	Whether Copy of PAN Card submitted	Applicable	YES/NO
8	Whether all pages of the Tender documents including annexures, appendices etc are read understood and signed	Applicable	YES/NO
9	Whether duly filed & Signed Integrity Pact (Annexure III of NIT) submitted	Not Applicable	YES/NO
10	Declaration by Authorised Signatory	Applicable	YES/NO
11	Whether No Deviation Certificate submitted	Applicable	YES/NO
12	Whether Declaration confirming knowledge about Site Conditions submitted	Applicable	YES/NO
13	Whether Declaration for relation in BHEL submitted	Applicable	YES/NO
14	Whether Non Disclosure Certificate submitted	Applicable	YES/NO
15	Whether Bank Account Details for E-Payment submitted	Applicable	YES/NO
16	Capacity Evaluation of Bidder for current Tender	NOT APPLICABLE	
17	Tie Ups/Consortium Agreement are submitted as per format	Not Applicable	Not Applicable
18	Whether Power of Attorney for Submission of Tender/Signing Contract Agreement submitted	Applicable	YES/NO
19	Whether Analysis of Unit rates submitted	Applicable	YES/NO

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

DATE:

**AUTHORISED SIGNATORY  
(With Name, Designation and Company seal)**

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

**IMPORTANT INFORMATION**

1. The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site ( [www.bhel.com](http://www.bhel.com) ---> Tender Notification -> List of Banned Firms )
2. All Statutory Requirements as applicable for this project shall be complied with.
3. Please take note of following Revised Tender Clauses:
  - i. ~~Notice Inviting Tender: SI No 9~~
  - ii. General conditions of Contract: Clause No 1.15.13 (New), Clause No 2.8.3, 2.8.4 and 2.8.5 .
4. ~~Following Notes are added to Form F- 15 of Volume I D 'Forms & procedures'~~
  - ~~i. It is only indicative and shall be as per the online format issued by BHEL time to time.~~
  - ~~ii. No request will be entertained after specified date of the current month w.r.t the changes requested in the scores of immediate previous month.~~

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# TECHNICAL CONDITIONS OF CONTRACT (TCC)

BHARAT HEAVY ELECTRICALS LIMITED



# TECHNICAL CONDITIONS OF CONTRACT (TCC) CONTENTS

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

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter - I: Project Information

<b>1.0</b>	<b>Project Information</b>
<b>1.1</b>	<b>INTROUCTION</b>  <p>VINDHYACHAL SUPER THERMAL POWER PROJECT IS PIT-HEAD COAL BASED PROJECT OWNED BY NATIONAL THERMAL POWER CORPORATION. 6X210 MW &amp; 6X500 MW UNITS ARE PRESENTLY OPERATIONAL. THE CAPACITY OF PLANT IS BEING AUGMENTED BY INSTALLATION OF ADDITIONAL 1X500 MW SET -13 STAGE -V.</p> <p>THE PROPOSED POWER STATION IS LOCATED IN SINGRAULI DISTRICT OF MADHYA PRADESH HAVING LATITUDE AND LONGITUDE OF 24° 6'N AND 82° 40'E RESPECTIVELY. THE SITE IS SITUATED ON NORTH –WESTERN BANK OF RIHAND RESERVOIR.</p> <p>NEAREST TOWN IS RENUKUT AT A DISTANCE OF 50 KM FROM THE PROJECT. THE NEAREST BROADGAUGE RAIL HEAD SHAKTINAGAR RAILWAY STATION, IS APPROXIMATELY 2.0 KM AWAY FROM PROJECT SITE. MIRJAPUR STATION IS APPROXIMATELY 200 KM AWAY FROM THE PROJECT. PROJECT IS ACCESSIBLE BY ALL SEASON ROAD FROM VARANASI - RABERTSGANG – RENUKUT OR SINGRAULI – WAIHDHAN ROAD. THE NEAREST AIR PORT IS VARANASI.</p> <p>OTHER IMPORTANT DATA</p> <p>HIGHEST AMBIENT TEMPERATURE : 44° C</p> <p>LOWEST AMBIENT TEMPERATURE : 10° C</p>

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

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter - II: Scope of Works

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### **2.0 SCOPE OF WORK**

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

1) Unloading of 1 no. 500 MW generator stator (**258 MT**) from BHEL's special wagon at railway siding at Vindhyanagar, loading the stator on hydraulic trailer, transportation of stator to TG Hall of U#13.

1. Generator stator will be despatched by BHEL/ Haridwar unit through special wagon from Haridwar up to Vindhyanagar railway siding approximately **2 kms** from TG Hall of Stage IV Vindhychal STPP.
2. Scope of work under this tender broadly covers unloading of 1 no. 500 MW TG stator from BHEL's special wagon at railway siding at Vindhyanagar, loading the stator on hydraulic trailer, transportation of stator to TG Hall of Unit-13 of Stage V of Vindhychal STPP .
3. The work broadly includes following activities.
  - a) Unloading of stator from special wagon (Typical arrangement shall be as per enclosed drawing 0-139-38-01022C).
  - b) Reassembly of wagon with carrier beam.
  - c) Loading of stator on trailer (Typical arrangement shall be as per enclosed drawing 2139-38-01070).
  - d) Transportation of TG stator on hydraulic trailer from designated railway siding to TG Hall of unit # 13 at Project site at a place as advised by BHEL engineer.
  - e) Supervision of unloading of the stator in front of TG Hall of Unit 13. However, necessary manpower assistance for the unloading shall be provided by BHEL's other contractor.

Note:

Drawing 0-139-38-01022C & 2139-38-01070 is standard drawing. However it is to be read along with Suggested sequence of operations. (Drawings are uploaded as separate file).

#### 4. SUGGESTED SEQUENCE OF OPERATION :

Suggested sequence of operation for (a) unloading of TG stator from special rail wagon; (b) loading of stator on hydraulic trailer and (c) unloading of stator from trailer at site, is given in the Chapter III of 'Technical Conditions of Contract' of this tender.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter - II: Scope of Works

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### 5) INFORMATION SYSTEM:

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

### 6) SPECIAL CONDITIONS:

**i) Transporter has to make joint visit along with BHEL Engineer and copy of MoM for joint visit is to be submitted along with the offer. He has to intimate regarding the strengthening of the Road/Trenches in advance which are coming on route from unloading point to U-13 TG Building.**

### 7 ) PROHIBITION OF SUB-LETTING

The bidder is not allowed to pass responsibilities connected with the transportation to other agency/ bidder. The bidder, after entering into contract, would not be permitted to arrange transport of consignments entrusted to him through another bidder, except with the written permission of BHEL under exceptional circumstances. However, hiring of vehicles and services from other agencies/ bidders is permitted but the onus of safe and timely transportation of the consignment rests with the bidder. The bidder shall not sublet or transfer the contract or any part thereof, which will tantamount to termination of the contract and forfeiture of security deposit and BHEL will also be entitled to claim all damages/ losses/ extra expenditure involved from the bidder as per relevant clause.

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

Sl. No	Description <b>PART I</b>	Scope / to be taken care by		Remarks
		BHEL	Bidder	
3.1	<b>ESTABLISHMENT</b>			
3.1.1	<b>FOR CONSTRUCTION PURPOSE:</b>			
a	Open space for office (as per availability)	Yes		Location will be finalized after joint survey with owner
b	Open space for storage (as per availability)	Yes		Location will be finalized after joint survey with owner
c	Construction of bidder's office, canteen and storage building including supply of materials and other services		Yes	
d	Bidder's all office equipments, office / store / canteen consumables		Yes	
e	Canteen facilities for the bidder's staff, supervisors and engineers etc		Yes	
f	Fire fighting equipments like buckets, extinguishers etc		Yes	
g	Fencing of storage area, office, canteen etc of the bidder		Yes	
3.1.2	<b>FOR LIVING PURPOSES OF THE BIDDER</b>			
a	Open space for labour colony (as per availability)	Yes		Location will be finalized after joint survey with owner

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

Sl. No	Description <b>PART I</b>	Scope / to be taken care by		Remarks
		BHEL	Bidder	
b	Labour Colony with internal roads, sanitation, complying with statutory requirements		Yes	
3.2.0	<b>ELECTRICITY</b>			
3.2.1	<b>Electricity For construction purposes</b> of Voltage 415/440 V	Yes		FREE
a	Single point source	Yes		At a distance of 700 M from site (Distance is only estimated, it may vary upto an extent depending on site condition)
b	Further distribution including all materials, Energy Meter, Protection devices and its service		Yes	
c	Duties and deposits including statutory clearances if applicable		Yes	
3.2.2	<b>Electricity for the office, stores, canteen etc of the bidder</b>			Free
a	Single point source	Yes		At a distance of 700 M from site (Distance is only estimated, it may vary upto an extent depending on site condition)

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

Sl. No	Description <b>PART I</b>	Scope / to be taken care by		Remarks
		BHEL	Bidder	
b	Further distribution including all materials, Energy Meter, Protection devices and its service		Yes	
c	Duties and deposits including statutory clearances if applicable		Yes	
3.2.3	<b>Electricity for living accommodation of the bidder's staff, engineers, supervisors etc</b>			<b>BHEL will not provide electricity for labour colony.</b> Contractor has to make his own arrangement.
a	Single point source		-	
b	Further distribution including all materials, Energy Meter, Protection devices and its service		Yes	
c	Duties and deposits including statutory clearances if applicable		Yes	
3.3.0	<b>WATER SUPPLY</b>			
3.3.1	<b>For construction purposes:</b>	<b>Yes</b>		FREE
a	Making the water available at single point	Yes		
b	Further distribution as per the requirement of work including supply of materials and execution		Yes	

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

Sl. No	Description <b>PART I</b>	Scope / to be taken care by		Remarks
		BHEL	Bidder	
3.3.2	Water supply for bidder's office, stores, canteen etc.			Free
a	Making the water available at single point	Yes		
b	Further distribution as per the requirement of work including supply of materials and execution		Yes	
3.3.3	<b><u>Water supply for Living Purpose</u></b>			<b>BHEL will not make any arrangement for water.</b> Contractor has to make his own arrangement
a	Making the water available at single point		Yes	
b	Further distribution as per the requirement of work including supply of materials and execution		Yes	
3.4.0	<b>LIGHTING</b>			
a	For construction work (supply of all the necessary materials) 1. At office/storage area 2. At the preassembly area 3. At the construction site /area		Yes	

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

Sl. No	Description <b>PART I</b>	Scope / to be taken care by		Remarks
		BHEL	Bidder	
b	For construction work (execution of the lighting work/ arrangements) 1. At office/storage area 2. At the preassembly area 3. At the construction site /area		Yes	
c	Providing the necessary consumables like bulbs, switches, etc during the course of project work		Yes	
d	Lighting for the living purposes of the bidder at the colony / quarters		Yes	
3.5.0	<b>COMMUNICATION FACILITIES FOR SITE OPERATIONS OF THE BIDDER</b>			
a	Telephone, fax, internet, intranet, e-mail etc.		Yes	
3.6.0	<b>COMPRESSED AIR wherever required for the work</b>		Yes	
3.7.0	<b>Demobilization of all the above facilities</b>		<b>YES</b>	
3.8.0	<b>TRANSPORTATION</b>			
a	For site personnel of the bidder		Yes	

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

SI. No	Description <b>PART I</b>	Scope / to be taken care by		Remarks
		BHEL	Bidder	
b	For bidder's equipments and consumables (T&P, Consumables etc)		Yes	

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

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

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Sl. No	Description <b>PART II</b> <b>3.9.0 ERECTION FACILITIES</b>	Scope / to be taken care by		Remarks
		BHEL	Bidder	
f	Review of performance and revision of site erection schedules in order to achieve the end dates and other commitments	Yes	Yes	"
g	Weekly erection schedules based on SL No. e		Yes	"
h	Daily erection / work plan based on SL No. g		Yes	"
i	Periodic visit of the senior official of the bidder to site to review the progress so that works are completed as per schedule. It is suggested this review by the senior official of the bidder should be done once in every two months.		Yes	
j	Preparation of preassembly bay		Yes	
k	<del>Laying of racks for gantry crane if provided by BHEL or brought by the contractor/bidder himself</del>		Yes	
L	Arranging the materials required for preassembly		YES	

**TECHNICAL CONDITIONS OF CONTRACT (TCC)**  
**Chapter – IV: T&Ps and MMEs to be deployed by Contractor**

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<b>SN</b>	<b>DESCRIPTION</b>	<b>CAPACITY (MINIMUM)</b>	<b>MINIMUM QUANTITY</b>	<b>REMARKS</b>
Reference Drawing: <u>0-139-38-01022C.</u>				
Item No.1	Bottom pedestal		4 Nos.	To be fabricated by contractor (Fabrication drwg enclosed)
Item No.2	Aux. pedestal		4 Nos.	To be fabricated by contractor (Fabrication drwg enclosed)
	Hydraulic Jacks	175 MT	4 Nos.	
Item No.4 to 8	Sims		AS REQUIRED	
Item No.9	Hydraulic trolley		1	To be fabricated by contractor (Fabrication drwg enclosed)
Reference Drawing: <u>No.0-139-38-01070</u>				
Item No.1	Plate 50x80x80		08 Nos.	
Item No.3	Rubber sheet 5x1000x1600		08 Nos.	
Item No.4	Plate 40x100x100		16 Nos.	

- 1) 175 MT Hydraulic jacks including 150 T telescopic jacks for facilitating removal of carrier beam, which is coming along with generator stator in the wagon, shall have to be arranged by Contractor as a part of scope of work. Apart from above, successful bidder shall have to make necessary arrangement for deployment of tools & plants (T&P), hydraulic trailers, vehicles, fixtures, etc, as required for proper completion of the job, at their own cost.'
- 2) A wheeled support rail trolley adequately designed and fabricated by contractor, is to be provided for resting of the wagon carrier beam at one end of stator to prevent touching of the same with stator core and consequent damages. However, for placement of stator on trailer, a loading fixture is required. Arrangement of the same is in BHEL's scope and as such, excluded from the scope of bidder. **BHEL Hardwar will supply Fabrication drawing for Hydraulic trolley.**

## TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

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- 3) T & P along with other items as per SECTION D: List of items required of Chapter III (Suggested sequence of operation) in which items to be arranged by Contractor are clearly mentioned in reference with Drawing 0-139-38-01022C & 2139-38-01070.
- 4) Though loading fixture /saddle support will be supplied by BHEL and will have bolted connection, however transporter/Contractor may have to weld same with trailer for proper support and should make arrangement of welders and other fixture, if required.
- 5) The pay load capacity (carrying capacity minus weight of axles) of hydraulic axles provided for transportation (put together) must be more than gross weight of the consignment. The capacity of puller will not be considered for this purpose.

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

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<b>SN</b>	<b>DESCRIPTION</b>	<b>QUANTITY (MINIMUM)</b>	<b>Remarks</b>
Reference Drawing No. 0-139-38-01022C.			
Item No.10	Carrier end shield	02 Nos.	Assembled with Stator
Item No.11	Stopper supports	02 Nos.	-do-
Item No.12	Roller blocks	04 Nos.	-do-
Item No.13	Support beams	02 Nos.	-do-
Reference Drawing No.0-139-38-01070			
Item No.2	Fixture for road Transport/Saddles	04 Nos.	Shall be arranged by Hardwar.
Item No.5	Screw Hex-for saddle	08 Nos.	-do-
Item No.6	Washer	16 Nos.	-do-
Item No.7	Nut Hex	8 Nos.	-do-
Item No. 8	Shim:0.5 x400x250	04 Nos.	-do-

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

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**ITEMS TO BE SUPPLIED BY BHEL AT POINT OF UNLOADING FROM WAGON ON RETURNABLE BASIS:**

- 1) Item nos 10, 11, 12 & 13 of enclosed drg no 0-139-38-01022C will be assembled with the stator dispatched from BHEL/ Hardwar. **After unloading it is to be loaded on the wagon for the sending it back to Hardwar and these are not to be handed over to site.**
- 2) Bidder is required to return all the rest items along with the stator at Vindhyachal project site.
- 3) **T & P as per SECTION D: List of items required of Chapter III ‘Sequence of Operations’ (Suggested sequence of operation) in which items to be arranged by BHEL/HWR are clearly mentioned in reference with Drawing 0-139-38-01022C & 2139-38-01070.**

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – VI : TIME SCHEDULE AND MOBILIZATION

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### 6.1 TIME SCHEDULE & MOBILIZATION

#### 6.1.1 INITIAL MOBILIZATION

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

#### 6.1.2 COMPLETION PERIOD

The entire work as detailed in the specification shall be completed in all respects **within 30 (thirty) days from the start of work.**

However, the actual date of start of work will be the date when unloading of stator of Unit-13 from wagon is started and shall be certified by BHEL engineer.

#### 6.1.3 COMMENCEMENT OF CONTRACT PERIOD AND TENTATIVE SCHEDULE

Generator Stator of U#13 will be dispatched by end Mar'14 and the likely arrival time at Railway siding may be end Apr'14 based on the movement of consignment.

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

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-VII: Terms of Payment

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### 7.0 TERMS OF PAYMENT

7.1.1 Unit Rate for Per 500 MW Stator is invited in the Price Bid.

Payment of 95 % of the Unit value shall be payable on completion of the entire work against bidder's invoice, correct & complete in all respects, accompanied by joint measurement of work done duly signed by BHEL engineer, within 30 days of receipt of invoice by BHEL site office.

7.1.2 Balance 5 % of contract price shall be paid on winding up of site establishment as certified by BHEL engineer along with final bill.

7.1.3 BHEL at their discretion may further split up the above percentages and effect payment to suit the site condition, cash flow requirement and according to the progress of work.

7.1.4 Bidder may please note that payment shall be made through e-mode for which bank details are to be furnished as per format given in relevant annexure of Volume-IE of tender.

### 7.2 MOBILISATION ADVANCE

Not applicable.

### 7.3 PERFORMANCE BOND

Not applicable.

### 7.4 PRICE VARIATION CLAUSE

Not applicable.

### 7.5 OVERRUN CHARGES

Not applicable.

### 7.6 EXTRA WORK

Not applicable.

### 7.7 CONTRACT PRICE

7.7.1 The bidder shall quote their firm rate/ price as per the Price bid of this tender in separate sealed envelopes. The quoted rate/ price shall be in compliance with specification and all terms & conditions of tender.

7.7.2 The quoted rate/ price shall include all charges like unloading of TG stator from our special wagon, loading the same on hydraulic trailer, transportation charges (except necessary road civil work), supervision for unloading **including Arrangement of Bottom pedestal (4 Nos), Arrangement of Aux pedestal (4 Nos), Arrangement of Trolley (1 No), Other T&Ps, items indicated in Chapter III etc**, any other incidental expenditure incurred related to above work. No demurrages etc, whatsoever are payable to the bidder.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-VII: Terms of Payment

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### **7.8 PENALTY/ LIQUIDATED DAMAGE**

- 7.8.1 Necessary vehicles, T&P, Fixtures, other paraphernalia required for unloading from wagon, loading on trailer, transportation and unloading from trailer shall be deployed within the notice period of 14 days, failing which delay charges @ Rs. 10,000.00 per day shall be applicable after notice period.
- 7.8.2 In case the consignment is not delivered at destination in the agreed duration, the penalty for late delivery @ 2% per week or part thereof for the delay, subject to a maximum of 30% of the Per Unit price, will be charged from the bidder after a grace period of 7 days.
- 7.8.3 All money including any penalty, damages or compensations payable by the bidder to BHEL under the terms of this contract, without prejudice to any other mode of recovery, shall be deducted from the Security Deposit or from any other sum which may be due or become due to the bidder by BHEL. In the event of the security deposit being reduced by reasons of such deductions, the bidder shall within ten days thereafter make good in cash or through A/C Payee Demand Draft any sum or sums by which the security deposit has been reduced.
- 7.8.4 In the event of failure of bidder to lift the consignments offered to them, BHEL reserve the right to use alternative source without any reference or intimation to the bidder concerned and extra expenditure incurred, under such situation if any, shall be borne by defaulting bidder.
- 7.8.5 All other terms & conditions shall be as per GCC

### **7.9 OTHER TERMS**

All other term & conditions of the specification, not mentioned above shall be governed by the pertinent provisions of GCC.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-VIII: Taxes and Other Duties

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### **8.0 TAXES, DUTIES, LEVIES (Consolidated Rev 03 dated 09/04/2013)**

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

##### **8.1.1**

The contractor shall pay all (save the specific exclusions as enumerated in this contract) taxes, fees, license charges, deposits, duties, tools, royalty, commissions or other charges which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit.

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

##### **8.1.2 Service Tax & Cess on Service Tax**

Contractor's price/rates shall be exclusive of Service Tax and Cess on Services. In case, it becomes mandatory for the contractor under provisions of relevant act/law to collect the Service Tax & Cess from BHEL and pay the same to the concerned tax authorities, such applicable amount will be paid by BHEL at the prevailing Service Tax Rate (presently 12.36 %) on the admitted bill value.

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

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

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

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

##### **8.1.3 VAT (Sales Tax /WCT)**

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

In any case the Contractor shall register himself with the respective Sales Tax authorities of the state and submit proof of such registration to BHEL along with the first RA bill. Contractor will submit all the details of

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-VIII: Taxes and Other Duties

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VAT/CST paid for the contract in the prescribed format of the respective state VAT laws. Also, the contractor will issue the tax Invoices to BHEL as per the Tax laws of respective state on monthly basis. Contractor shall also be required to furnish to BHEL necessary proof of VAT remittance on monthly basis.

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

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

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

### **8.2 ——— 'Enabling Works'**

~~The contractor shall pay all (save the specific exclusions as enumerated in this contract) taxes, fees, license charges, deposits, duties, tools, royalty, commissions or other charges which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit. ( i.e. rates quoted by bidder shall be inclusive of Service Tax, VAT/WCT and all other taxes and duties )~~

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

### **8.3 New Taxes/Levies**

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

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

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-VIII: Taxes and Other Duties

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

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-IX General Conditions

### 9.0 GENERAL CONDITIONS FOR STATOR HANDLING

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

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

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-IX General Conditions

	handed over by the consignor in good condition, unless otherwise pointed out on the GR at the time of taking delivery from the consignor at the loading point.
9.8	The bidder and his authorized agents shall comply with the security regulations of BHEL/ Hardwar and consignee premises at destination in the matter of entry/ exit and for the movement inside the premises of BHEL/ project sites. The bidder shall ensure that all employees/ persons engaged/ authorized by him for carrying out the work, behave properly with the company's officers/ staff. In the event of any misbehavior, reported by the officer concerned of BHEL, the bidder shall immediately withdraw such employee/ persons from the work.
9.9	BHEL shall insure the consignments with the underwriters/ insurance company. This shall however, not absolve the bidder of any responsibility of safe and proper transportation of the goods to the proper destination of his liability to compensate BHEL for the damages/ shortages in respect of the consignments.
9.10	Necessary road work as required for the subject job shall be in the scope of BHEL. However, the successful bidder shall undertake the route survey and furnish the requirements viz. strengthening of the road etc within 7 days of LOI.
9.11	All the safety precautions required for safe transportation such as lashing and securing the consignment, providing of red flags, lights, pilot/ escorts etc shall be the responsibility of the bidder.
9.12	While accepting the consignments for transportation, the bidder should ensure that all necessary documents like excise duty gate pass, State Road Permit (Form 31) or any other forms, as applicable, invoice, challan etc required to be shown at various check posts enroute are collected by them so that the consignments are not detained enroute on this account. Any detention on this account will be carriers responsibility.
9.13	Trans-shipment will not be allowed. However in case, need arises, axle replacement may be permitted after prior approval from BHEL Hardwar at the bidder's cost.
9.14	The rates agreed between BHEL and the bidder will remain firm.
9.15	Technical experts of the bidder shall accompany the consignment. Further bidder will have to provide facility of escort without extra cost, if required by BHEL
9.16	The bidder will also deliver the documents given by the Traffic department of BHEL like Packing List, Excise Duty Gate Pass, duplicate for bidder copy Invoice etc to the consignee along with the delivery of the consignment.
9.17	Any changes in the relevant Motor Vehicle Act announced by Govt of India, Ministry of Surface & Transport from time to time will be applicable to this contract and such

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-IX General Conditions

	changes shall be binding on both BHEL & bidders. Consequent additional financial direct burden if any on the bidder will be decided mutually.
9.18	Detention charges, if required will be paid @ Rs 8,000/- (Rupees eight thousand only) per day upto a total period of 60 days only, but after a grace period of 7 days at loading point and after a grace period of 7 days at destination.
9.19	Tax deduction at source shall be applicable as per Government Rules from time to time.
9.20	No idle charge of manpower & equipment is permissible in this work contract.
9.21	Rates shall be firm and inclusive of all charges including civil works (except road civil works) & related works which may be required statutorily or otherwise for safe transportation of the consignments upto destination.
9.21.1	Development of Railway siding, development//widening/consolidation of all approach road is excluded from the scope of work of bidder
9.22	Notice period to place vehicle(s) along with all T&P, fixtures, all paraphernalia at designated place from where unloading/ transportation is to be started is 14 days or directed otherwise by Construction Manager, BHEL site.
9.23	Loading/ unloading time at the point of unloading of stator from wagon and at TG Hall one week respectively.
9.24	Total distance of route from point of unloading of stator from wagon to TG Hall of Unit-13 of project site is approximately 2 km.
9.25	In addition to the local laws and regulations, bidder shall also comply with the Minimum Wages Act and the Payment of Wages Act (both of the Government of India) and the rules made there under in respect of its labour currently employed on or connected with the contract.
9.26	No material brought to the site shall be removed from the site by bidder without the prior written approval of BHEL.
9.27	Bidder shall co-operate with all other bidders or tradesmen of BHEL, who may be performing other works on behalf of BHEL and the workmen who may be employed by BHEL and doing work in the vicinity of the works under the contract. Bidder shall also arrange to perform his work as to minimise, to the maximum extent possible, interference with the work of other bidders and their workmen. Any injury or damage that may be sustained by the employees of the other bidders and BHEL, due to bidder's work shall promptly be made good at his own expense. BHEL shall determine the resolution of any difference or conflict that may arise between bidder

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-IX General Conditions

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

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-IX General Conditions

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

**TECHNICAL CONDITIONS OF CONTRACT (TCC)**  
**Chapter-IX General Conditions**

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	the satisfaction of such sum or sums due as aforesaid.
9.38	After the completion of the works, bidder shall remove from site under the direction of BHEL the materials such as construction equipment, erection tools and tackles, scaffolding etc. with the written permission of BHEL. If bidder fails to remove such materials, within fifteen (15) days of issue of a notice by BHEL to do so then BHEL shall have the liberty to dispose off such materials and credit the proceeds thereto to the account of bidder.
<b>9.39</b>	<b>INDEMNITY</b> The bidder shall hereby indemnify the company against all losses, claims etc. (including third party losses) arising out of any of his acts or out of the acts of his servants and his agents and out of transportation of the company goods.
<b>9.40</b>	<b>FORCE MEJURE CLAUSE</b> In case of force majeure conditions like Acts of God, War, Sabotage, Riots, Civil Commotion, Police Action, Flood, Fire, Cyclone, Earthquake, Epidemic etc over which bidder has no control, the transporter will inform BHEL immediately. Any delay in delivery of consignments due to the above reasons shall be duly considered by BHEL on representation, with documentary proof by the transporter. It is clarified that mechanical failure shall not come under force majeure.