

TENDER SPECIFICATION

SI No	Tender Specification Number	Unit Number & Project
1	BHE/PW/PUR/SAT-APH/1138	Unit # 6 & 9, 210MW Satpura, MPPGCL

FOR

JOB: Erection & Commissioning of Rotary Air Preheaters and Louver Dampers at U#6 & 9 Satpura, MPPGCL

At

SATPURA
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**



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

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Tender Specification Issue Details

TENDER SPECIFICATION

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FOR

JOB: Erection & Commissioning of Rotary Air Preheaters and Louver Dampers at U#6 & 9 Satpura, MPPGCL

At

**SATPURA
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.

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PLEASE NOTE:

THESE TENDER SPECS DOCUMENTS ARE NOT TRANSFERABLE.

For Bharat Heavy Electricals Limited

AGM (Purchase)

Place: Nagpur

Date :

1138

NOTICE INVITING TENDER

Bharat Heavy Electricals Limited



Ref:

T.S.No BHE/PW/PUR/SAT-APH/1138

Date: 24.05.2013

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

S. NO	ISSUE	DESCRIPTION	
i	TENDER NUMBER	BHE/PW/PUR/SAT-APH/1138	
ii	Broad Scope of job	ERECTION & COMMISSIONING OF ROTARY AIR PREHEATERS AND LOUVER DAMPERS AT U# 6 & 9 SATPURA, MPPGCL	
iii	DETAILS OF TENDER DOCUMENT		
a	Volume-IA	<i>Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc</i>	<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	Issue of Tender Documents	24/05/2013	<i>Applicable/ Not applicable</i>
v	DUE DATE & TIME OF OFFER SUBMISSION	Date : 14/06/2013 , Time : 15.00 Hrs Place : <u>BHEL PS Regional office at :Nagpur</u> Tenders being submitted through representative shall be handed over to any of the following BHEL officials after making entry/registration at the reception:	<i>Applicable</i>

		Pratish Gee Varghese/Engineer(Purchase) Saravana Kumar/Engineer(Purchase)	
vi	OPENING OF TENDER	Date : 14/06/2013 , Time : 16.30 Hrs Notes: (1) In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day. (2) Bidder may depute representative to witness the opening of tender	Applicable
vii	EMD AMOUNT	Rs 2,00,000/- (Rupees Two Lakhs Only)	Applicable
viii	COST OF TENDER	Rs.2000/-	Applicable/Not Applicable
ix	LAST DATE FOR SEEKING CLARIFICATION	Atleast 3 days before the due date of offer submission Along with soft version also, addressing to undersigned & to others as per contact address given below	Applicable
x	SCHEDULE OF Pre Bid Discussion (PBD)		Applicable/Not applicable.
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	-----	Applicable/Not applicable.
xii	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be intimated by Fax/E-mail. Bidders to keep themselves updated with all such information	<u>Applicable</u>

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

- 5.0 **Procedure for Submission of Tenders:** The Tenderers must submit their Tenders to Officer inviting Tender, as detailed below:
- PART-I consisting of 'PART-I A (Techno Commercial Bid)' & 'PART-I B (EMD/COST of TENDER)' in two separate sealed and 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
	Part-I A	
	ENVELOPE – I superscribed as : PART-I (TECHNO COMMERCIAL BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING:-	
i.	Covering letter/Offer forwarding letter of Tenderer.	
ii.	Duly filled-in 'No Deviation Certificate' as per prescribed format to be placed after document under sl no (i) above. Note: a. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be placed after document under sl no (i) above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained. b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding. i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender	
iii.	Supporting documents/ annexure/ schedules/ drawing etc as required in line with Pre-Qualification criteria. It shall be specifically noted that all documents as per above shall be indexed properly and credential certificates issued by clients shall distinctly bear the name of organization, contact ph no, FAX no, etc.	
iv.	All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc pertinent to this NIT.	
v.	Integrity Pact Agreement (Duly signed by the authorized signatory)	If applicable
vi.	Duly filled-in annexures, formats etc as required under this Tender Specification/NIT	
vii.	Notice inviting Tender (NIT)	
viii.	Volume – I A : <u>Technical</u> Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc	
ix.	Volume – I B : Special Conditions of Contract (SCC)	
x.	Volume – I C : General Conditions of Contract (GCC)	
xi.	Volume – I D : Forms & Procedures	

xii.	Volume – II (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item	
xiii.	Any other details preferred by bidder with proper indexing.	
PART-I B		
	<p>ENVELOPE – II superscribed as: PART-I (EMD/COST of TENDER) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:</p> <p>CONTAINING THE FOLLOWING:-</p>	
i.	<p>1. Earnest Money Deposit (EMD) in the form as indicated in this Tender OR Documentary evidence for 'One Time EMD' with the Power Sector Region of BHEL floating the Tender</p> <p>2. Cost of Tender (Demand Draft or copy of Cash Receipt as the case may be)</p>	
PART-II		
PRICE BID consisting of the following shall be enclosed		
	<p>ENVELOPE-III superscribed as: PART-II (PRICE BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:</p> <p>CONTAINING THE FOLLOWING</p>	
i	Covering letter/Offer forwarding letter of Tenderer enclosed in Part-I	
ii	Volume II – PRICE BID (Duly Filled in Schedule of Rates – rate/price to be entered in words as well as figures)	
OUTER COVER		
	<p>ENVELOPE-IV (MAIN ENVELOPE / OUTER ENVELOPE) superscribed as: TECHNO-COMMERCIAL BID, PRICE BID & EMD TENDER NO: NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION:</p> <p>CONTAINING THE FOLLOWING:</p>	
i	<ul style="list-style-type: none"> ○ Envelopes I ○ Envelopes II ○ Envelopes III 	

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

- 7.0 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 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.
- 10.0 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.
- ~~11.0 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.~~
- 12.0 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.
- 13.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
- 14.0 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.**
- 15.0 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.
- 16.0 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.
- 17.0 Validity of the offer shall be for **One Year** from the latest due date of offer submission (including extension, if any) unless specified otherwise.

18.0 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.

19.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.

20.0 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.

21.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.

22.0 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.

23.0 The bidder may have to produce original document for verification if so decided by BHEL.

24.0 Order of Precedence

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

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

for BHARAT HEAVY ELECTRICALS LTD

AGM/Purchase

Enclosure

1. Annexure-1: Pre Qualifying criteria.
2. Annexure-2: Check List .
3. Annexure-4: Important Infor
4. Other Tender documents as per this NIT

ANNEXURE - 1

PRE QUALIFYING REQUIREMENTS

JOB	Erection & Commissioning of Rotary Air Preheaters and Louver Dampers at U#6 & 9 Satpura, MPPGCL
TENDER NO	BHE/PW/PUR/SAT-APH/1138

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. Bidder must fill up this column as per applicability
A	Submission of Integrity Pact duly signed (if applicable)	NOT APPLICABLE	
B	<p><u>Technical</u></p> <p>Bidder must have executed following works {i.e. Bidder must meet (B.1.1 or B.1.2)} in the last seven (7) years as on latest date of bid submission:-</p> <p>B.1.1) Executed Erection, Testing & Commissioning (E T & C) of APH (Air Pre Heater) of a Unit of 100MW or higher.</p> <p style="text-align: center;">OR</p> <p>B.1.2) Executed Renovation & Maintenance of APH (Air Pre Heater) of a Unit of 100MW or higher.</p>	APPLICABLE	
C-1	<p><u>FINANCIAL TURNOVER</u></p> <p>Bidders must have achieved an average annual financial turnover (Audited) of Rs 90 Lakhs or more over last three Financial Years i.e. 2010-2011, 2011-2012, 2012-2013 if Annual Accounts for FY 2012-13 are audited or 2009-10,2010-2011 and 2011-2012 if Annual Accounts for FY 2012-13 are not audited.</p>	APPLICABLE	

C-2	NETWORTH (only in case of Companies) Net worth of the Bidder based on the latest Audited Accounts as furnished for 'C-1' above should be positive	APPLICABLE	
C-3	PROFIT Bidder must have earned cash profit in any one of the three Financial Years as applicable in the last three Financial Years defined in 'C-1' above based on latest Audited Accounts.	APPLICABLE	
D	Assessment of Capacity of Bidder to execute the work as per sl no 9 of NIT (if applicable)	NOT APPLICABLE	By BHEL
E	Approval of Customer (if applicable) Note: Names of bidders (including consortium/Technical Tie up partners in case consortium bidding is permitted) who stand qualified after compliance of criteria A to D shall be forwarded to customer for their approval.	NOT APPLICABLE	BY BHEL
F	Price Bid Opening Note: Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria A to E	APPLICABLE	BY BHEL
G	Consortium criteria	NOT APPLICABLE	

<p><u>Explanatory Notes for the PQR (unless otherwise specified in the PQR):</u></p> <ol style="list-style-type: none"> Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated against C-1 above along with all annexures 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. C-2:-NETWORTH : Shall be calculated based on the latest Audited Accounts as furnished for C-1 above. Net worth = Paid up share capital + Reserves. (Net worth is required to be evaluated in case of companies) C-3:- PROFIT : shall be NET profit (PAT + Non cash expenditure viz depreciation) earned during any one of the three financial years as in C-1 above 'Additional' Criteria in respect of 'Technical' criteria of PQR (as in 'B' above) for Civil, Electrical, CI, unless otherwise specified :- <ol style="list-style-type: none"> _____ Bidder should have executed similar work of any one of the following: <ol style="list-style-type: none"> _____ One (1) work of value not less than Rs XXX _____ OR _____ Two (2) works of not less than Rs YYY _____ OR _____ Three (3) works of not less than Rs ZZZ (Value XXX, YYY, ZZZ shall be as indicated by BHEL) _____ 'Similar' work for criteria 5 above means <ol style="list-style-type: none"> _____ Civil or Structures or Civil & Structures or Chimney respectively as applicable to the tendered scope in respect of 'CIVIL' Works _____ Electrical works in respect of 'ELECTRICAL' _____ CI works in respect of 'CI' Works _____ Material Handling and/or Management works in respect of 'MM' works 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 			
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<p>7. '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</p> <p>8. Unless otherwise specified, for the purpose of 'Technical' criteria of PQR (as in 'B' above), the word 'EXECUTED' means:</p> <ol style="list-style-type: none">1. "BOILER LIGHT UP" in respect of Boiler & Aux and ESP2. "SYNCHRONISATION" in respect of STG/GTG and 'SPINNING' in case of HTG3. "STEAM BLOWING COMPLETION" in respect of at least Main Steam Line of Power Cycle Piping4. "HYDRAULIC TEST" of the system in respect of Structures, Pressure parts/IBR Piping5. "CHARGING" in respect of power Transformers, Bus ducts, HT/LT switchgears6. "Completion of RCC Shell and liner (steel or brick as per tendered scope) up to the HEIGHT specified using slip form" in case of RCC Chimney.7. Achievement of physical Quantities as per respective PQRs in respect of Civil & Structures and Piling Works8. "Readiness for coal Filling" in respect of Bunker Structure Work. <p>9. Boiler means HRSG or WHRB or any other types of Steam Generator</p> <p>10. Critical/Power Cycle piping means Main Steam, Hot Reheat, Cold Reheat, HP Bypass, LP Bypass lines</p> <p>11. For the purpose of evaluation of the PQR, one MW shall be considered equivalent to 3.5TPH where ever rating of HRSG/BOILER is mentioned in MW. Similarly, where ever rating of Gas Turbine is mentioned in terms of Frame size, ISO rating in terms of MW shall be considered for evaluation.</p> <p>12. In case the experience/PO/AWO certificate enclosed by bidders do not have separate break up prices for the E&C portion of Electrical and CI Works, (i.e. the certificates enclosed are for composite order for supply and erection of Electrical & CI and other works if any), then value of Erection and Commissioning for the Electrical & CI portion shall be considered as 15% of the supply & erection of Electrical & CI, unless otherwise specifically indicated in the PQR.</p> <p>13. Scope for capital overhaul of STG shall cover Bearing Inspection work and overhauling of all cylinders of the Turbine unless otherwise specifically indicated in the PQR.</p> <p>14. In case the tendered scope is not a Pulverised Fuel Boiler, experience of Oil/Gas Fired Boilers also can be considered unless otherwise specifically indicated in the PQR.</p>
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BIDDER SHALL SUBMIT ABOVE PRE-QUALIFICATION CRITERIA FORMAT, DULY FILLED-IN, SPECIFYING RESPECTIVE ANNEXURE NUMBER AGAINST EACH CRITERIA AND FURNISH RELEVANT DOCUMENT INCLUSIVE OF WORK ORDER AND WORK COMPLETION CERTIFICATE ETC IN THE RESPECTIVE ANNEXURES IN THEIR OFFER.

ANNEXURE - 2

CHECK LIST

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

1	Name and Address of the Tenderer		
2	Details about type of the Firm/Company		
3.a	Details of Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
3.b	Details of alternate Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
4	EMD DETAILS	DD No: Date : Bank : Amount: <u>Please tick (✓) whichever applicable:-</u> ONE TIME EMD / ONLY FOR THIS TENDER	
5	Validity of Offer	TO BE VALID FOR SIX MONTHS FROM DUE DATE	
		APPLICABILITY (BY BHEL)	ENCLOSED BY BIDDER
6	Whether the format for compliance with PRE QUALIFICATION CRITERIA (ANNEXURE-I) is understood and filled with proper supporting documents referenced in the specified format	Applicable	YES / NO
7	Audited profit and Loss Account for the last three years	Applicable	YES/NO
8	Copy of PAN Card	Applicable	YES/NO
9	Whether all pages of the Tender documents including annexures, appendices etc are read understood and signed	Applicable	YES/NO
10	Integrity Pact	Not Applicable	YES/NO
11	Declaration by Authorised Signatory	Applicable	YES/NO
12	No Deviation Certificate	Applicable	YES/NO
13	Declaration confirming knowledge about Site Conditions	Applicable	YES/NO
14	Declaration for relation in BHEL	Applicable	YES/NO
15	Non Disclosure Certificate	Applicable	YES/NO

**BHEL PSWR
Notice Inviting Tender**

Tender Specification No BHE/PW/PUR/SAT-APH/1138

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16	Bank Account Details for E-Payment	Applicable	YES/NO
17	Tie Ups/Consortium Agreement are submitted as per format	Not Applicable	YES/NO
18	Power of Attorney for Submission of Tender/Signing Contract Agreement	Applicable	YES/NO
19	Analysis of Unit rates	Applicable	YES/NO

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

**DATE :
SIGNATORY**

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

ANNEXURE 4: **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 ---> 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. General conditions of Contract: Clause No 1.15.13 (New), Clause No 2.8.3, 2.8.4 and 2.8.5

1138

TECHNICAL CONDITIONS OF CONTRACT (TCC)

BHARAT HEAVY ELECTRICALS
LIMITED



TECHNICAL CONDITIONS OF CONTRACT (TCC) CONTENTS

SI No	DESCRIPTION	Chapter	No. OF PAGES
Volume-IA	Part-I: Contract specific details		
1	Project Information	Chapter-I	1
2	Scope of Works	Chapter-II	2
3	Special Terms and Other Conditions	Chapter-III	4
4	T&Ps and MMEs to be deployed by Contractor	Chapter-IV	2
5	Quality Requirements	Chapter-V	1
6	Time Schedule	Chapter-VI	1
7	Terms of Payment	Chapter-VII	1
8	Taxes and other Duties	Chapter-VIII	2

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - I: Project Information

1.0	Project Information
	<p>1) Purchaser : M/s Madhya Pradesh Power Generation Company Limited</p> <p>2) Project Title : Erection & Commissioning of Rotary Air Preheaters and Louver Dampers at U# 6 & 9 SATPURA, MPPGCL</p> <p>3) Project Location: Satpura, Dist: Betul, Madhya Pradesh, India.</p> <p>4) Transport facilities:</p> <p>A) Nearest Railway Station: Ghodadongri on Nagpur Itarsi route. Ghodadongri is 71 Kms from Itarsi on the Itarsi – Betul State Highway.</p> <p>B) Road: Sarni/Satpura TPS is connected to Ghodadongri by 20 Km long all-weather district road.</p> <p>5) Nearest Airport: Nagpur / 200 Kms, Bhopal / 200 Kms</p>

The Bidder shall visit site and get acquainted himself with the conditions prevailing at site before submission of the bid. The information given here in under is for general guidance and shall not be contractually binding on BHEL/ Owner. All relevant site data/information as may be necessary shall have to be obtained /collected by the Bidder.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - II : Scope of Works For each Unit

2. The work under the scope of these specifications is broadly as follows.

PRE SHUTDOWN WORK

1. Mobilization of site.
2. Arranging Gate pass & Accommodations to the contract personnel.
3. Shifting of material store and T&Ps.
4. Shifting of special T&Ps to turbine floor.

BROAD SCOPE OF WORK:

1. Erection of temporary arrangements like installation of electric winches, chain pulley blocks, structures for facilitating dismantling and erection of Air Pre-heater components.
2. Removal of existing structures, working platforms, ladders, ducting, air piping, etc. as required to facilitate handling of APH components for modification work and restoration of the same after the completion of the work.
3. Verification of APH components received from Ranipet and shifting of the same from stores/yard to work spot during execution of job.
4. Complete Dismantling of existing Rotary Air Pre-heaters. (2 Nos)
5. Shifting of existing support beam as required for increase in the opening of PA sector angle.
6. Removal of dismantled materials /scrap and its transportation to scrap yard on day-to-day basis. No accumulation of scrap / cut materials at site will be allowed.
7. Complete Erection of Air Heater with all supplied materials. Details of materials supplied are enclosed. Total weight of the components to be erected: 537.000 M Tons.
8. Replacement of flue gas ducting between Economiser out let and Air Heater inlet including expansion joints (3 Nos. per APH) and dampers.
9. Complete replacement of APH rotor housing, connecting plates, etc.
10. Replacement of Dampers with actuators, expansion joints at inlet & outlet of SA and PA ducting.
11. Modification / Replacement of Hot Air & Cold Air ducts to match new openings as per requirement.
12. Removal and Application of Insulation alongwith cladding of Air Pre-heater housing and Air & Gas ducting.
13. Providing assistance for carrying out testing and commissioning of Air Pre-heaters.

PRESHUT DOWN ACTIVITIES

1. Mobilization of site one week before the shutdown of the unit with adequate manpower and T&P for Erection of temporary structures / platforms, arrangement of electric winches, , Hydra cranes/lifting equipment as required for dismantling & erection of APH components.
2. Arrangement of 75 -100 Ton cap. Crane.
3. Verification of all the APH materials as per shipping list.
4. Arrangement of consumables like welding electrodes (E7018), Oxy-acetylene gases, etc.

DETAILED SCOPE OF WORK

1. Preparation of arrangements like installation of electric winches, chain pulley blocks, structures for facilitating dismantling and erection of Air Pre-heater components.
2. Insulation removal and cut & removal of Hot Air /Cold Air ducts & expansion joints as required.
3. Removal of existing structures/air lines etc. as per site requirement to facilitate dismantling and erection of Air Pre-heater components.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - II : Scope of Works For each Unit

4. Dismantling, overhaul and assembly of APH drive unit
5. Cut & removal of existing flue gas duct from economiser outlet to APH inlet.
6. Cut & removal of existing APH housing (air side & gas side).
7. Cut & removal of existing primary centre sections at both cold & hot ends.
8. Cut & removal of existing axial seal plate assembly (primary).
9. Cut & removal of existing floor grills to facilitate dismantling and erection of Air Pre-heater components.
10. Removal of all Seals, Bypass Angles, T-Bars, all Heating Elements at CE/HE etc.
11. Removal of HE& CE Conn plates & Primary Centre section.
12. Removal of Hot & Cold End Sector Plates.
13. Removal of Guide & Support Bearing assemblies.
14. Removal of Hot end and Cold end center section, Axial Seal Plates& Rotor Post with Trunion.
15. Shifting of existing support beam as required for increase in opening of PA Sector angle.
16. Removal of dismantled / cut materials and its deposition at an identified area within the plant.
17. Removal of complete Rotor assembly.
18. Installation of Cold End center section.
19. Erection of New Rotor Post with support Trunion.
20. Installation of Hot End centre section.
21. Installation Guide & Support Brgs and alignment of Rotor Post.
22. Erection of Rotor Modules with Heating Element baskets.
23. Installation of CE & HE Primary centre section & Connecting plates.
24. Erection of Rotor angles, T-bars, By pass angles etc. at Hot & Cold ends, Housing panels.
25. Replacement of air & gas side rotor housing along with cold & hot end connecting plates.
26. Installation & setting of Pin-Rack assembly.
27. Installation & setting of all seals.
28. Replacement & erection of Lube oil system/ Seal Air lines and Soot Blowers/Water Washing system.
29. Erection of Drive Assembly, alignment and Trial run of APH.
30. Modifications to Primary Air ducts for both inlet & outlet of APH to match the new openings of Primary and Secondary Air ducts for both inlet & outlet of APH to match the new openings as per drawing.
31. Replacement of Expansion Joints at economiser outlet, APH inlet & outlet. Total: 6 nos (3 nos per APH) and also at inlet & outlet of SA and PA ducting along with dampers as supplied.
32. Application of Insulation and cladding of complete Air Pre-heater, hot air & cold air and flue gas ducting (to cover modification / replaced areas only).
33. Restoration of removed structures, ducts, floor grills, air lines, etc.
34. Dismantling of all temporary arrangements made for the job execution and area clearing.
35. Replacement of Louver Dampers with Actuator as supplied.
36. Seal welding of all APH split joints and complete ducting.

Note:

1. Total weight of materials to be erected: **537M.Tons**(approx)
2. One 75 -110 Ton cap. Crane with adequate boom length for handling of heavy materials along with 30 Ton cap crane, Hydra, truck, trailer, etc. As per site requirement to be arranged by the contractor.
3. Availability of Oxy-acetylene gases & welding electrodes at all times is to be ensured by the contractor.
4. Replacement / Repairs /Erection of any other components not specifically indicated above but essentially required for the completion of modification work.
5. Arrangement of scaffolding materials.

Welding of all APH split joints / ducting should be done with E-7018 electrodes

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter – III: SPECIAL TERMS AND OTHER CONDITIONS FOR EACH UNIT

1. Subcontractor should assure that the repair of the equipment covered in the scope of this offer will be conducted with the best of skills and know how available with Subcontractor and in conformance with the clearances and adjustments set forth in manufacture's drawing instruments and other information's furnished to Subcontractor.
2. The various setting, clearances, adjustments and benchmarks will be restored to the extent possible during rectification to the condition as per the erection and commissioning log sheets available with customer. If however we are not able to produce erection / commissioning log sheets, efforts will be made to attend the best possible parameter or the conditions as observed at the time of dismantling of the equipment in consultation with us.
3. Subcontractor must prepare PERT CHART/BAR CHART. Daily monitoring will be done jointly and log sheets of important activities should be noted down and signed jointly.
4. All the works shall be carried out as per the instructions and to the satisfaction of the Engineer In-charge.
5. The contractor will attend contributory to faulty and poor workmanship during commissioning and trial run of the equipment.
6. Round the clock working under expert supervision shall be ensured by the contractor deploying two equal parallel strength of group in 12 hrs. Shift with equal T&P for all the jobs so as to complete the work in stipulated period or earlier.
7. Adequate manpower along with T&P should be deployed at site. All the T&P required for the work shall be arranged by the contractor and all T&P should reach the site 3 days before the shutdown of the unit. All the measuring instruments shall be duly tested / calibrated and valid certificate to that effect should be submitted to our Site In-charge before start of the work.
8. A deployment plan along with experience and name of the Site In-charge, Engineers, Supervisors, Foreman and main technicians to be submitted on per shift basis.
9. LAP-TOP with latest configuration, DVD/CD writer, its peripherals including printer-scanner and one USB Modem for Internet connectivity to be provided for BHEL site office.
10. Two office boys in each shift are to be provided for BHEL site office.
11. Experienced Engineers preferably ex-BHEL employees with more than 25 years' experience in erection/ servicing of Turbine & Generator (Hydrogen Dryer expert) area to be engaged during entire overhauling period in consultation with BHEL.
12. It is the responsibility of contractor to keep the plant, equipment, machinery and surrounding area clean.
13. The names of working persons like Site in-charge, supervisors, foreman, main fitters to be deployed during the job with full details has to be submitted stating their area of work and experience and specialization of the work to site in-charge before the start of work. BHEL may ask to change/delete the person not found suitable for the work at any point of time during execution of job. For any addition and deletion of the working person prior permission from BHEL shall be taken.
14. Subcontractor has to ensure that all the key persons must continue till completion of job i.e. machine comes on load. Subcontractor manpower should remain at site for a period of **7 days** after machine comes on full load.
15. Work distribution sheet for all the workers/supervisors deployed shall be submitted to BHEL one day in advance on daily basis.

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter – III: SPECIAL TERMS AND OTHER CONDITIONS FOR EACH UNIT

16. Subcontractor should mobilize additional resources such as plant, equipment's, material as may be required by site in-charge to improve the progress of the work if the progress of the work is not satisfactory.
17. Subcontractor should get registered under relevant sales tax and or work contract Act (VAT) where the jobs are executed.
18. Radiography and stress relieving, wherever mentioned are in the scope of the contractor.
19. Scrap and insulation etc. is to be shifted to scrap disposal area as indicated by the Engineer-in-charge.
20. One administrative personnel to control the resources and attendance of the workers to be ensured.
21. Contractor shall arrange certified HP welder for welding job whose welding test will be conducted.
22. Contractor shall arrange skilled EOT crane operator for round clock job.
23. Argon, Oxy- Acetylene gas shall be arranged by the contractor with cutting/welding set / argon welding set and other welding appliances.
24. Enerpac make close height Hydraulic jacks of 50T and 100T capacity - 4 nos. each shall be arranged by the contractor in 100 % working conditions, if required.
25. Scaffolding material, Tarpaulin etc. Will be arranged by the subcontractor on his own cost.
26. If the duration of work continues beyond stipulated period due to any reason, no claim for compensation will be entertained.
27. The work details are brief & for Subcontractor knowledge only. Subcontractor will have to do all the related works as per requirement.
28. The contractor will be responsible to pay the damages to the property of Board or individual caused by his worker during the course of contract. If the contractor fails to pay the same it will be recovered from his bill.
29. No compensation claimed for idle labor for any reason will be entertained by BHEL.
30. In normal course, the interpretation of the under signed on any matter or decision given by him on any disputable points will be final and binding on the contractor.
31. Accommodation for the sub-contractor's manpower will be provided if made available by the customer as per the applicable charges.
32. Contractor is to obtain labor license before the start of the work.
33. Workmen compensation policy to taken before the start of the work
34. Third party liability insurance to taken before the start of the work
35. The copy of registration of sales tax/Excise Duty/VAT. If this is not applicable then contractor shall submit an undertaking.
36. Copy of registration of EPF along with the PF account number of the employees. Challans for EPF for previous month shall be submitted along with subsequent RA bill
37. Partnership deed of firm in case of partnership firm or power of attorney of the representative in case of company to be submitted before the start of the work
38. Bank details, address & RTGS numbers etc. to be submitted
39. Copy of service tax registration to be submitted before the start of the work
40. Copy of professional tax registration to be submitted before the start of the work (If required)
41. Copy of PAN card in the name of firm to be submitted before the start of the work
42. Copy of wage register witnessed by MSPGCL representative for the bill period & bank transfer details to be submitted
43. The contractor has to take clearance from HR group of TMD/MSPGCL before release of final bill.

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter – III: SPECIAL TERMS AND OTHER CONDITIONS FOR EACH UNIT

44. The contractor has taken NO OBJECTION CERTIFICATE (NOC) from Safety section, stores, health physics section, HR/HS section & security section of MSPGCL/BHILAI before release of final bill.
45. Calibration certificate with validity for all measuring instruments and T&P should be submitted to MSPGCL before start of work.
46. Successful bidder has to extend manpower assistance for minor cleaning/scrapping, etc. for carrying vibration measurement and putting balance weights during Trim Balancing at site

Contractor has to carry out tree plantation in customer premises.

MANPOWER LIST FOR EACH UNIT

Sl. No.	Description	Numbers
1.	Site Incharge	01
2.	Supervisor	06
3.	MW Fitters	05
4.	General Fitters	15
5.	Riggers	15
6.	Gas Cutters / Grinders	20
7.	Electricians	03
8.	Welders	20
9.	Storekeeper	02
10.	Insulation /refractory lager	10
11.	Unskilled workers	75

This is an indicative list; the sub-contractor shall deploy adequate manpower to carry out the work round the clock and as per requirement of the site during execution.

Note: Site in-charge should be qualified Engineer, B.E. (Mechanical) and all the supervisors should have diploma in engineering

SUBMISSION OF DOCUMENTS

The contractor shall submit following documents at appropriate time either before or during the execution of the work and as directed by Site in-Charge.

1. Test certificates of Pulling and Lifting machines and appliances.
2. Details of workers to be deployed with name, address, category.
3. Details of supervisory staff to be deployed.
4. Authorization for receipt of materials and for signing of Measurement Books etc,
5. Labour license specific to the contract.
6. List of T&P brought into plant premises along with their serial numbers and dates/years of purchase.

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter – III: SPECIAL TERMS AND OTHER CONDITIONS FOR EACH UNIT

7. All the Staff/Workers deputed for the Job should have Insurance Cover and document in this regard should be submitted along with 1st RA Bill.
8. List of consumables brought into plant premises along with their serial numbers and dates/years of purchase, along with test certificates wherever applicable.
9. Insurance policy for the workers to be deployed in this contract.
10. Safety undertaking.
11. ESI code to be furnished.

The contractor shall submit following documents in report form within 15 days from commissioning of unit after the overhaul/shut down work is completed Details of work executed.

- ◆ Measurements against different schedules in compiled form.
- ◆ Material issue details.
- ◆ Material consumption details.
- ◆ Material returns details.
- ◆ Details of retrenchment benefits given to workmen.
- ◆ Details of issue of PF slip to workmen.
- ◆ Details of settlement of accident benefits if any to workmen
- ◆ Copies of pay sheets to workmen.
- ◆ Details and proof of remittance of PF to workmen (before final bill).
- ◆ No dues clearance from different stores of customer.
- ◆ Valid labour license(to be submitted in bidders letterhead, and furnished in a separate Sealed envelope)

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

4.0 LIST OF TOOLS AND PLANTS TO BE ARRANGED BY CONTRACTOR

Sl.No.	Description	Quantity
01.	Welding Generator / Rectifier	15 nos.
02.	Portable Grinding Machines of assorted sizes / types	10 nos.
03.	Welding cable	500 Mtr.
04.	Gas cutting set	12 sets
05.	Chain pulley blocks 3MT/5MT/10MT cap.	20 nos./10 nos./10 nos.
06.	Lifting tackles including slings of assorted sizes	As per requirement
07.	Pulling Machines / Hook chooks	06 nos.
08.	24V lamps with cable and plug tops	10 nos.
09.	Crane 8 T/15 T & 75T cap.	01 no. each
10.	Tractor / Trailor 10 T cap.	01 no.
11.	Electric Winch 5T/10T cap.	04 nos./2 NOS.
12.	Torque Wrench with Torque Multifier	01 no. each (35 kg.M/65 kg.M)
13.	Slogging spanners 52 mm & 54 mm	4 nos. each.
14.	Master Level of 0.02 mm LC	02 nos.
15.	Vernier calipers 0-150 m 0-300 M 0-600 M	02 nos. 02 nos. 01 no.
16.	Inside Micrometer upto 600 mm	01 no.
17.	Outside Micrometer upto 600 mm range	01 no.
18.	Measuring Tape upto 15 M length	04 nos.
19.	Dial Gauges	03 nos.
20.	Grinding Machine AG-7 & GQ 4	8 nos. / 4 nos.
21.	Diesel grinders	2 nos.
22.	Tap set M 39 x 3	1 set.
23.	Filler gauge (loose) 200 mm long	4 nos.

NOTE:

1. The above list is only indicative and not exhaustive. Arrangement for any other T and P required for completion of the job shall be the responsibility of the contractor and shall be arranged by him.
2. All the tools and tackles/measuring instruments shall be duly tested/calibrated and valid certificate to that effect should be submitted to our site in-charge before the start of work.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – IV: T&Ps and MMEs to be deployed by Contractor for each unit

4.1 CONSUMABLES TO BE ARRANGED BY CONTRACTOR

(The list is indicative only and not exhaustive)

01. Kerosene/Diesel
02. Rustolene
03. CTC
04. Waste cloth/Cotton
05. Marking cloth
06. Cutoff wheels / Grinding wheels
07. Mounted wheels/ rotary cutters
08. Insulation tape / Johnson tape
09. Sander discs and wheels
10. Polyethylene sheets
11. Electric fuse wire and cables
12. Cutting Electrodes
13. Welding Electrodes (E7018)
14. DA and Oxygen gases

Successful bidder has to ensure that all the key persons must continue till completion of job i.e. till commissioning.

NOTE:

The above list is only indicative & not exhaustive. Arrangement for any other consumables required for completion of the job shall be the responsibility of the contractor & shall be arranged by him

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – V: QUALITY REQUIREMENTS

- 1.0. Various inspection/ quality control / quality assurance procedure/ methods at various stages will be as per BHEL/ customer quality control procedure/ codes/ IBR and other statutory provisions and as per BHEL Engineer's instructions.
- 2.0. Preparation of quality assurance log sheets and protocols with customer's engineers, welding logs, other quality control and quality assurance documentation as per BHEL Engineer's instructions, is within the scope of work/ specification.
- 3.0. A daily log book should be maintained by Area In-charge of contractor on the job incorporating alignment/ clearance/ centering/ leveling readings and inspection details of various other ESP and auxiliaries and to be submitted to BHEL.
- 4.0. All the important measurements like preassembly checking of alignment leveling/ centering work etc. shall be recorded in the daily log book with sketches based on BHEL drawings indicating readings/ measurements actually taken and signed by BHEL/ Customer/ Contractor representatives.
- 5.0. The inspection/measuring and testing equipments should be of brand, quality and accuracy, as specified by BHEL engineer and should have valid calibration certificates traceable to national/international standards.
- 6.0. Total quality is the watchword of the work and contractor shall strive to achieve the quality standards, procedures laid down by BHEL. He will follow the instructions as per BHEL drawings and quality standards.
- 7.0. The welder's performance will be reviewed from time to time as per the BHEL/ IBR standards and any welder not performing to the standards set by BHEL/ IBR standards will be removed from working, Contractor shall arrange for the alternate welders immediately.
- 8.0. All the welders including HP welders shall carry identity cards. Only welders duly authorised by BHEL/ Boiler inspector/ customer/ consultant shall be engaged on the work.
- 9.0. STAGE INSPECTION BY BHEL / CUSTOMERS ENGINEERS

Apart from day-to-day inspection/ stage inspection of equipments by BHEL engineers, the set may be checked at various stages by customer's engineers and quality assurance teams. Contractor shall arrange all labour, tools/tackles etc. for such inspections free of cost

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – VI: Time schedule for each unit

6.1 TIME SCHEDULE & MOBILIZATION

6.1.1 INITIAL MOBILIZATION

As per MPPGCL, Satpura, the shutdown of Boiler (U#9 & U#6) will be during June-October'13.

6.1.2 MOBILIZATION FOR ERECTION, TESTING, ASSISTANCE FOR COMMISSIONING ETC.

The activities for erection, testing, Overhauling etc. shall be started as per directions of Construction Manager/BHEL In charge of BHEL. Contractor shall mobilize further resources (in addition to those required for activities under clause no. 6.1.1) as per requirement to commence the work of erection, testing, Overhauling etc. of boiler and auxiliaries and progressively augment the resources to match schedule of the project.

The entire work of Erection, Testing & Commissioning shall be completed within a period of **50 days** (from the date of handing over of site to work completion).

◆ Mobilization shall be after receipt of LOI and in consultation with RSM/Nagpur (0712-3048692)

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VII: Terms of Payment for each unit

7.1 Payment will be released on completion of activities as below for each unit:

1.0 10% of contract price after the mobilization of site and submission of Insurance & Labour License (5% for T & P and consumables, 5% for Deployment of manpower).

2.0 80% after completion of dismantling & Erection activities and putting both the Air Preheaters on trial run

3.0 Final 10% on completion of all the other activities like Insulation, cladding & commissioning and removal of scrap etc. from site and on submission of documents like No Dues certificate from Customer, EPF challan, Insurance, Labour License and Labour Payment sheets etc) .

Note:

1. Penalty of 1% per day of the total contract value will be levied for improper mobilization of manpower and 1% per day for T & P and consumables separately subject to maximum 10% of the contract value shall be deducted from contractor's bill
2. While submitting the invoices, Vendor should mention their Bank Account No. on each of their invoices for the purpose of making e-payment.

7.2 Retention money: Retention amount as indicated in Clause 2.22.1 of Vol I C 'General Conditions of Contract' shall be read as 1% of the total contract value.

The bill due for payment shall be submitted to the Engineer in-charge of BHEL at site for necessary verification and processing through proper channel. It may be noted that payment will be released from the office of the RSM/Nagpur after minimum fifteen days from the date of receipt of the duly verified bill from site.

7.3 Performance Guarantee Period for Workmanship: Guarantee Period as indicated in Clause 2.24.1 of 'General Conditions of Contract' shall be 6 Months

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VIII: Taxes and Other Duties

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 7.2

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 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.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VIII: Taxes and Other Duties

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.

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.