

TENDER SPECIFICATION

No. BHE/PW/PUR/WR-COMG/1163/OJ

FOR

PROVIDING COMMISSIONING SUPPORT SERVICES IN THE FIELD OF BOILER,
TURBINE & GENERATOR AUXILIARIES

AT

VARIOUS THERMAL POWER PROJECT SITES OF BHEL - POWER SECTOR
WESTERN REGION, NAGPUR.

VOLUME: I

(TECHNICAL BID SPECIFICATION, NOTICE INVITING TENDER & GENERAL CONDITIONS OF
CONTRACT)



BHARAT HEAVY ELECTRICALS LIMITED
(A Govt. of India Undertaking)
POWER SECTOR - WESTERN REGION
345-KINGSWAY, NAGPUR-440 001

SN	Description	Section/ Appendix no.
1	Tender Specification Issue Details	-----
2	Procedure for submission of sealed tender and Instruction Bidders	-----
3	Project Information	-----
4	Check-List	-----
5	Declaration by Bidder's authorized signatory	-----
6	Certificate of No-Deviation	-----
7	Notice Inviting Tender (Includes Qualification Requirements)	-----
8	Tender Specifications (Scope of Services, other Specs., Time Schedule, Payment Terms, Technical and Commercial Conditions.)	SECTION-A
11	General Conditions of Contract	Attached separately
12	Price Bid Specifications	VOLUME-II (Attached separately)

BHARAT HEAVY ELECTRICALS LIMITED

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

TENDER SPECIFICATION NO - **BHE/PW/PUR/WR-COMG/1163**

ISSUE DETAILS

NAME OF THE WORK: Providing services of Commissioning Engineers at various projects of BHEL PSWR.

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

M/s.....

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(THESE TENDER SPECIFICATION DOCUMENTS ARE NOT TRANSFERABLE)

FOR BHARAT HEAVY ELECTRICALS LIMITED

Addl General Manager (Purchase)

PLACE: NAGPUR

DATE :



BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR-WESTERN REGION
'Shreemohini' Complex, 5th floor
345-Kingsway Nagpur 440001
Phone: 0712-3048600-604 Fax: 0712-3048 605, 698, 699

NOTICE INVITING TENDER(NIT)

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 behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Following points relevant to the tender may please be noted and complied with.

- **Salient Features of NIT**

SL NO	ISSUE	DESCRIPTION
i	TENDER NUMBER	BHE/PW/PUR/WR-COMG/1163
ii	Broad Scope of job	Providing services of Commissioning Engineers at various projects of BHEL PSWR
iii	DETAILS OF TENDER DOCUMENT	
	VOLUME-I(Special Conditions of Contract)	
a	<i>consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc</i>	<i>Applicable</i>
b	<i>General Conditions of Contract (GCC)</i>	<i>Applicable</i>
	VOLUME-II	
c	<i>Price Schedule (Absolute value).</i>	<i>Applicable</i>
iv	Issue of Tender Documents	31/07/2013 <i>Applicable</i>
v	DUE DATE & TIME OF OFFER SUBMISSION	Date : 14/08/2013 , Time :15.00Hrs Place : BHEL-PSWR, Nagpur Tenders being submitted through representative shall be handed over to any of the following BHEL officials after making entry/registration at the reception: Pratish Gee Varghese Nirmal P.G Shivkesh Meena <i>Applicable</i>
vi	OPENING OF TENDER	1 hours after the latest due date and time of Offer submission Notes: <i>(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.</i> <i>(2) Bidder may depute representative to witness the opening of tender</i> <i>Applicable</i>

Bharat Heavy Electricals Limited: PSWR: Nagpur
Tender Specs. No. BHE/PW/PUR/WR-COMG/1163/OJ

vii	EMD AMOUNT	Rs 1,50,000/- (Rupees One Lakhs Fifty Thousand Only).	Applicable
viii	COST OF TENDER	Rs. 2000/-	Applicable
ix	LAST DATE FOR SEEKING CLARIFICATION	Date: 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 pgv@bhelpswr.co.in nirmalpg@bhelpswr.co.in	Applicable
x	SCHEDULE OF Pre Bid Discussion (PBD)	NOT Applicable	NOT Applicable
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	NOT Applicable	NOT Applicable
xii	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com -->Tender Notifications →View Corrigendums) and not in the newspapers. Bidders to keep themselves updated with all such information	

- 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.**
- 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
- 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.

- **Procedure for Submission of Tenders:** The Tenderers must submit their Tenders to Officer inviting Tender, as detailed below:
 - PART-I consisting of 'VOLUME - IA A (Techno Commercial Bid)' & 'VOLUME-I B (EMD/COST of TENDER)' in two separate sealed and superscripted envelopes (ENVELOPE-I & ENVELOPE-II)
 - PART-II (Price Bid) – in sealed and super scribed envelope (ENVELOPE-III)
 - 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: <ol style="list-style-type: none"> 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. 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"> In case of acceptance of the deviations, appropriate loading shall be done by BHEL 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) SCC B) GCC C) Forms & Procedures 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	
	<u>ENVELOPE – II superscribed as:</u> PART-I (EMD/COST of TENDER) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING:-	
i.	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 2. Cost of Tender (Demand Draft or copy of Cash Receipt as the case may be)	

	PART-II	
	PRICE BID consisting of the following shall be enclosed	
	<u>ENVELOPE-III</u> superscribed as: PART-II (PRICE BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING	

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	
	ENVELOPE-IV (MAIN ENVELOPE / OUTER ENVELOPE) superscribed as: TECHNO-COMMERCIAL BID, PRICE BID & EMD TENDER NO: NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING:	
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).
- 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 be 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. If applicable **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 VOID
- 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.
- The bidder may have to produce original document for verification if so decided by BHEL.
 - 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. Special Conditions of Contract (SCC)
- e. General Conditions of Contract (GCC)
- f. Forms and Procedures

for BHARAT HEAVY ELECTRICALS LTD

Enclosure

01. Annexure-1: Pre Qualifying criteria.
02. Annexure-2: Check List.
03. Annexure-3: Important Information.

ANNEXURE - 1

PRE QUALIFYING REQUIREMENTS

JOB	Providing services of Commissioning Engineers at various projects of BHEL PSWR.
TENDER NO	BHE/PW/PUR/WR-COMG/1163

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) (Note: To be submitted by Prime Bidder & Consortium/Technical Tie up partner jointly in case Consortium bidding is permitted, otherwise by the sole bidder)	NOT APPLICABLE	
B	<u>Technical</u> B.1) Bidder should have provided services of Commissioning Engineers for carrying out Commissioning Activities of Boiler & Turbine in any Coal based Thermal Power Plant of Unit Rating 190 MW or higher in last 7 years as on latest due date of offer submission	APPLICABLE	
C-1	<u>Financial</u> <u>TURNOVER</u> Bidders must have achieved an average annual financial turnover (Audited) of Rs.28 Lakhs or more over last three Financial Years (FY) 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.	APPLICABLE	
C-2	<u>NETWORTH (only in case of Companies)</u> Net worth of bidder based on 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 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	
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	
G	Technical Tie up criteria (if applicable)	NOT APPLICABLE	
<u>Explanatory Notes for the PQR (unless otherwise specified in the PQR):</u> <ol style="list-style-type: none"> 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 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. 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) 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 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 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 			

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	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: <u>Please tick (✓) whichever applicable:-</u> ONE TIME EMD / ONLY FOR THIS TENDER
		APPLICABILITY BIDDER REPLY
5	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
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	Declaration by Authorised Signatory	Applicable YES/NO
10	Whether No Deviation Certificate submitted	Applicable YES/NO
11	Whether Declaration confirming knowledge about Site Conditions submitted	Applicable YES/NO
12	Whether Declaration for relation in BHEL submitted	Applicable YES/NO
13	Whether Power of Attorney for Submission of Tender/Signing Contract Agreement submitted	Applicable YES/NO

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

DATE:

AUTHORISED SIGNATORY

Bharat Heavy Electricals Limited: PSWR: Nagpur
Tender Specs. No. BHE/PW/PUR/WR-COMG/1163/OJ

(With Name, Designation and Company seal)

ANNEXURE -3

IMPORTANT INSTRUCTIONS

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.

3.0 Please take note of following Revised Tender Clauses:

- A) General conditions of Contract: Clause No 1.15.13 (New), Clause No 2.8.3, 2.8.4 and 2.8.5

SPECIAL CONDITIONS OF CONTRACT (SECTION-A)

1.0 Scope Of Work For Technical Services at PSWR Sites:

Bidder agency shall provide Commissioning Engineers in the areas/ packages mentioned below and as specified else where, at various BHEL Project sites. Additional suitable manpower shall have to be provided, if need arises.

The work for Commissioning Services comprises of following two areas:

1. **PRE COMMISSIONING & COMMISSIONING OF BOILER & AUXILIARIES**
2. **PRE COMMISSIONING & COMMISSIONING OF TURBINE, GENERATOR & AUXILIARIES**

1. PRE COMMISSIONING & COMMISSIONING OF BOILER & AUXILIARIES

Boiler & Auxiliaries mainly consists of Boiler Pressure Parts, ESP, Ducts & Dampers/ Gates, Rotating Machines like Forced Draft Fan, Induced Draft Fan, Primary Air Fan, Coal Mills, Coal Feeders, Air Pre-heater, Valves & Soot Blowers, Fuel Firing System, and High Pressure Piping etc.

Scope of the work for the commissioning engineers deployed by the contractor, under this package shall comprise mainly of following activities:-

- ❖ Making check lists/pending list for pre commissioning and commissioning of systems and equipments like- Oil Flushing, Detergent Flushing, EDTA cleaning, Acid cleaning, Steam Blowing, Steam Dumping, Trial Run of Auxiliaries – ID, FD, PA fans, Coal Mills, Fuel Oil Pumps Scanner Air Fans, HP Bypass on behalf of BHEL as per applicable Commissioning Procedures/ Field Quality Plans approved by BHEL/ Client.
- ❖ Attending independent duties in shift for operation of the plant during Commissioning, Stabilization and Trial Run.
- ❖ Collection and compilation of various Trial Run Data for making protocol/log sheets/ test results/ reports.

2.0 PRE COMMISSIONING & COMMISSIONING OF TURBINE & GENERATOR AND AUXILIARIES

Turbine, Generator & Auxiliaries mainly consists of Main turbines (HP, IP & LP), Generator, Exciter, BFP, CEP, Vacuum Pumps, Oil Pumps, Fans, Compressor, LP and HP heaters, Deaerator, Hydrogen, Nitrogen and Carbon-di-oxide filling system, CW and ACW pumps, Condenser, LP Bypass, DM make up system etc

Scope of the work for the Commissioning Engineers deployed by the contractor, under these systems shall comprise mainly of following activities:

- Making check lists/pending list for pre commissioning and commissioning of power cycle systems like- Oil Flushing, Detergent Flushing, Acid cleaning, Steam Blowing, Steam Dumping, Rolling and Synchronisation of Turbine, Trial Run of Turbine Auxiliaries – BFP, CEP, Vacuum Pumps, Gland Steam

SPECIAL CONDITIONS OF CONTRACT (SECTION-A)

Exhauster Fans, Control fluid pumps, Commissioning of HP and LP heaters , Deaerator, Cooling Water Pumps, Air Compressors, LP Bypass etc on behalf of BHEL as per applicable Commissioning Procedures/ Field Quality Plans approved by BHEL/ Client.

- Making check lists/pending list for pre commissioning and commissioning of generator systems - Oil Flushing, Acid cleaning, Card board Bursting, H2 and N2 filling and Purging ,Bus duct pressurization system, waste gas system,H2 drier system,Stator water system etc.Trial Run of Generator Auxiliaries – Seal oil Pumps, Bearing Chamber Exhauster Fans etc on behalf of BHEL as per applicable Commissioning Procedures/ Field Quality Plans approved by BHEL/ Client.
- Attending independent duties in shift for operation of the plant during Commissioning, Stabilization and Trial Run
- Collection and compilation of various Trial Run Data for making protocol/log sheets/ test results/ reports

3.0 Qualification and Experience Of Contractor's Personnel

3.1 Qualification

- 3.1.1 Commissioning Engineers deployed by the contractor shall be qualified Mechanical Engineering degree holders from recognized universities with minimum 5 years of experience in the related filed.
- 3.1.2 Age of the Commissioning Engineers deployed by the contractor shall not be more than 45 Years

3.2 Experience

Graduate Engineers shall have minimum 5 years experience. The experience of commissioning engineers shall include but not be limited to areas and details given below.

- 3.2.1 In general, the experience of engineers shall be in the area of commissioning pertaining to scope as mentioned at clause numbers 1.0 above.
 - 3.2.2 Good knowledge of power plant products, pre-commissioning & commissioning activities, operation and maintenance of Power Plant Auxiliaries and test procedures of Power Plant equipments and systems mentioned at clause 1.0 above etc.
 - 3.2.3 Undertaking pre commissioning and commissioning of power plant equipments (like boilers & auxiliary systems, turbines, generators and auxiliaries,) in the areas as given at 1.0 above.
- 3.3 The deployment of above manpower by the contractor shall be subject to submission of Credentials and job experience certificate of each of the contractor's personnel to Technical Services Department of BHEL and obtaining acceptance/ approval of BHEL in this regard.

4 Special Conditions of Contract

SPECIAL CONDITIONS OF CONTRACT (SECTION-A)

- 4.2 Sub-letting of jobs within the agreed scope of work, in any way is not permitted.
- 4.3 Services shall be governed by 'Confidentiality' clause. They shall not, in any manner, misuse the data/ information.
- 4.4 All drawings, specifications/ Procedures/ Protocol and other relevant document/ data provided to Engineers for undertaking relevant tasks, shall be returned to BHEL after completion of job/ completion/ termination of contract. Such documents shall not be used for any purpose other than for the designated task.
- 4.5 All commissioning Procedures, Data, Findings, Feedback, Reports, Protocol etc. generated and used by the commissioning engineers shall be the property of BHEL. These can not be published/ utilized or taken away by the any staff of the Contractor.
- 4.6 All measuring & testing Instruments/ equipments will be arranged by BHEL at site. Commissioning Engineers shall undertake checking of instruments, equipment, systems.
- 4.7 Commissioning Engineers shall be fully responsible for the tasks undertaken by them, authenticity of the test results etc. They shall prepare documents, witness/ undertake inspections and submit the documents/ reports to BHEL in time without hindrance to work.
- 4.8 Credentials of commissioning engineers shall be verified and approved by BHEL PSWR prior to their deployment.
- 4.9 Commissioning Engineers shall work under BHEL Commissioning Engineers. They shall administratively report to Construction Manager/UCM through respective Commissioning Engineers and technically to Head/TSX at PSWR-Nagpur.
- 4.10 Commissioning Engineers shall interact with contractors, customers/ consultants, erection agencies with regard to readiness of equipments and systems to be inspected, run and other relevant commissioning matters. They shall keep the UCM/ Commissioning Engineer/ Head /TSX (as the case may be) apprised of all such discussions/ interactions on daily basis.
- 4.11 Reasonable office space with furniture for proper functioning of the Contractor's Engineers will be provided by BHEL free of any charges.
- 4.12 BHEL shall provide to the Contractor Engineers posted at construction sites, furnished bachelor accommodation as available at respective sites, free of charges (including free electricity and water supply), and free transport facility at respective sites for attending duty.
- 4.13 Normally, the role of commissioning engineers shall be limited to the place of their deployment. However, in case of any requirement for outstation work is to be taken on behalf of BHEL, following guidelines shall be applicable:
- a) For assignments outside project site but limited to 100 Km radius, necessary transport for contractor's staffs shall be arranged by BHEL/ its sub-contractors free of any charges to the contractor. No additional payment to the contractor will be made for such assignments.
 - b) For assignments outside project Site beyond 100 Km radius of Project sites, following additional payment shall be reimbursed to the contractor:
 - i. To and fro Rail fare limited to AC two tier by express/ mail train fare by shortest route from respective place of

SPECIAL CONDITIONS OF CONTRACT (SECTION-A)

deployment against submission of ticket/ receipt/ proof plus lump-sum amount of RS 250/= (Rupees Two hundred fifty only) will be paid per person per day (here day means 24 hours and calculation shall be based on number of hours stay at outstation i.e. $\frac{1}{4}$ for stay up to 6 hours, $\frac{1}{2}$ for stay for more than 6 hours but up to 12 hrs and full for stay beyond 12 hours). In case of travel by road through bus/taxi, actual expense limited to train fare by AC two tier of express/ mail train for the distance traveled shall be paid.

- II. In case of night stay required at outstation, BHEL will provide lodging facility. In case, BHEL is not able to provide lodging facility, lodging charges @ RS 1500/= (Rupees one thousand five hundred only) per day per person will be reimbursed to the contractor's engineers.
- III. The movement of contractor's engineers outside the project site shall be subject to the prior approval of BHEL Construction Manager.

- 4.14 Contractor shall make available suitable personnel/ senior level technical personnel (other than Commissioning Engineers posted at site) for discussions/ interactions with BHEL, Customers/ Consultants, vendors/ sub-contractors wherever need arises. Senior level personnel of contractor will visit the respective sites periodically (at least once in 2 months) wherever their personnel are posted to ascertain the quality of jobs performed by their site personnel and for further betterment of jobs executed by them. Such visits of senior personnel of the contractor will be free of any additional charges to BHEL.
- 4.15 Commissioning Engineers shall follow number of working days per week, weekly off and holidays as per norms of BHEL and holiday list of BHEL office where they are deployed.
- 4.16 Each man day shall consist of 10 (ten hours) working hours excluding lunch break. However, at times work may continue round the clock including on Sundays and holidays and services of engineers may be required beyond the normal working hours as decided by BHEL. For working beyond 10hrs and in weekly off days and holiday, overtime payment will be made as per contract agreement.
- 4.17 In case a particular engineer goes on long leave, the contractor will have to make suitable alternative arrangements for deployment of suitable personnel during the absence of the engineer. In case alternative arrangements are not made by the contractor, BHEL will make deduction in monthly bill of contractor double the rate as agreed in the contract.
- 4.18 Contractor shall ensure that payment and dues admissible to their engineers deployed are made by the last working day of every month, failing which BHEL reserves the right to make such payments and dues to working engineers. Such payments shall be back charged/ recovered from bills of the contractor or from security deposit/ bank guarantee. On demand by BHEL, pay roll sheet giving details of all payments made to engineers, duly signed by contractor shall be furnished by the contractor.
- 4.19 Contractor shall present his bill to respective Construction Manager where their engineers are deployed for payment.
- 4.20 BHEL reserves the right to regulate strength of deployment of contractor's manpower as per requirements and/or to short close the contract. In such eventuality, 15 days notice shall be given by BHEL to the contractor and payment shall be made for the completed months or part there of on pro-rata basis. No other compensation will be given by BHEL.

SPECIAL CONDITIONS OF CONTRACT (SECTION-A)

- 4.21 BHEL reserves the right to terminate the above contract at any point of time without assigning any reason upon giving 15 days notice to the Contractor.
- 4.22 In case the performance of the working engineers is found to be unsatisfactory, his services shall be discontinued by BHEL and no payment shall be made against deployment of such unacceptable Engineers, from the date the engineer has been notified as unsatisfactory. Replacement of such persons will have to be arranged by the contractor within 15 days.
- 4.23 In case engineers are found to be indulged in malpractices, their services will be terminated with immediate effect without giving any notice. Also, in such cases, BHEL will have right to decide the payment to be given for services provided by such engineers. Replacement of such persons will have to be arranged by the contractor within 15 days.
- 4.24 In case, the contractor fails to provide engineers in time (due to absence of contractor's person, away from place of deployment); BHEL will have option to arrange the activities by other suitable agency. Additional cost of such agencies together with overhead charges as per BHEL policy will be borne by contractor, which shall be deducted from any sum payable to the contractor.
- 4.25 The contractor shall arrange for medical facilities and insurance for deployed Commissioning Engineers at Contractor's cost.
- 4.26 The contractor shall arrange for communication facility (like mobile) for their engineers at his own cost.
- 4.27 Insurance
- 4.27.1 It shall be the sole responsibility of Contractor to take insurance policies for their engineers against risks of accidents and injury while at work as required by the rules and make compensation if any as per Workmen's compensation Act.
- 4.27.2 If due to negligence and/ or non-observance of safety and other precautions by the engineers, any accident/ injury occur to any other person(s)/ public, the contractor shall pay necessary compensation and other expenses, if so decided by the appropriate authority.
- 4.27.3 The contractor will take necessary precautions and due care to protect any material/ equipment/ hardware etc., while in custody of their engineers, from any damages/ loss till the same is taken over by BHEL/ returned/ handed over to BHEL or customer. BHEL reserves the right to recover loss from contractor, in case the damage/ loss is due to carelessness/ negligence on the part of engineers of the contractor. In case of any theft, while in custody of contractor's engineers, matter shall be reported to Police by the contractor immediately and copy of FIR and subsequent police investigation report shall be submitted to BHEL for taking up with insurance.
- 4.27.4 In case any surrounding property gets damaged due to negligence/ carelessness of contractor's engineers, the contractor shall submit necessary documents for lodging insurance claim as required by BHEL. BHEL, however, reserves the right to recover deductible franchise and also unsettled portion of insurance claim from the contractor.

SPECIAL CONDITIONS OF CONTRACT (SECTION-A)

5 Tentative Site wise and area wise deployment of Commissioning Engineers

5.2 The tentative area wise requirement for deployment of Commissioning Engineers at various projects shall be as given below:-

Sr. No.	Project Site	Area Of Work	No. of Engineers Required	Deployment Period
01	4 x 600 MW JPL Raigarh	Boiler & Auxiliaries, Turbine & Generator	4 (2 Boiler and 2 Turbine)	6 MONTHS
02	1 x 600 MW Avantha Power Raigarh	Boiler & Auxiliaries, Turbine	4 (2 Boiler and 2 Turbine)	6 MONTHS
03	2 x 600 MW DB Power Raigarh.	Boiler & Auxiliaries, Turbine	4 (2 Boiler and 2 Turbine)	6 MONTHS

5.3 The above deployment plan is tentative and for guidance only and may vary as per actual requirement of quality assurance engineers at various sites.

5.4 Deployment of commissioning engineers shall be solely at the discretion of BHEL as they may have to be shifted from one project site to another project site during the deployment during the contract period.

5.5 Rate schedule is given for total deployment covering requirement at various project together. However, actual man month deployed at project sites may vary to any extent. The quoted man-month rate shall remain firm through out the period of contract.

5.0 Contract Period

The period of contract is for **6 months** from the date of letter of intent. However, this contract may be extended (up to a maximum of another 12 months) on the same terms & conditions, at the same rates, and at the discretion of BHEL.

6.0 Mobilization

Commissioning Engineers shall be mobilized within 15 days from the date of receipt of clearance/ intimation from BHEL.

7.0 Mobilization Advance

No mobilization advance is payable in this contract.

SPECIAL CONDITIONS OF CONTRACT (SECTION-A)

8.0 SECURITY DEPOSIT & BANK GUARANTEE

Security Deposit: Please refer GCC.

9.0 Price Variation Clause/ Revision of Rates

The accepted rates shall remain firm throughout the execution period including extension period (if any) and no escalation/ revision shall be payable.

10.0 Terms of payment

- 9.1 Based on man months deployed and certification by Construction Manager for services at site, monthly payment will be made to the contractor on pro-rata basis.
- 9.2 It shall be the responsibility of contractor to obtain and submit certificate from BHEL authority regarding deployment of claimed man month.
- 9.3 Period between 25th of the last month to 24th of the current month shall constitute to be one month.
- 9.4 The contractor shall submit the monthly bills along with certification (as mentioned above) latest by 30th of calendar month to respective BHEL site office.
- 9.5 Deductions, if any, shall be made by BHEL from the monthly bill and payment made within 30 days by respective BHEL site subject to correctness and completeness of the bill.

11.0 Site Visit

The Bidders shall acquaint themselves with the geographical and climatic condition etc. of the project Sites mentioned in the tender before quoting and apprise themselves of all prevailing conditions at the project sites. However, a short description of the sites are as below:

A. JPL ,RAIGARH ,TAMNAR

PROJECT/CUSTOMER	4X600MW O P JINDAL STPP, RAIGARH(C.G)
PROJECT LOCATION	Village: Tamnar, Tehsil: Gharghoda, Dist: Raigarh, State : Chhatisgarh
ACCESS TO SITE	Road: From Raigarh by the State Highway which branches off at Punjipatra, about 12 Kms. from site. Nearest Railway Station: Raigarh on Mumbai-Howrah main line 54 Kms. from the site. Nearest Airport: Domestic - Raipur, International - Kolkata Nearest Sea Port : Kolkata
SEISMIC ZONE	ZONE-III

B. AVANTHA POWER

PROJECT/CUSTOMER	1X600MW AVANTHA POWER STPP, RAIGARH(C.G)
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SPECIAL CONDITIONS OF CONTRACT (SECTION-A)

PROJECT LOCATION	Village: Bade Bhandar, Dist: Raigarh, State : Chhatisgarh
ACCESS TO SITE	Road: The plant is located at a distance of 23 KM from Raigarh city of Chhattisgarh state. Nearest Railway Station: Raigarh on Mumbai-Howrah main line 23 Kms. from the site. Nearest Airport: Domestic - Raipur, International - Kolkata Nearest Sea Port : Kolkata
SEISMIC ZONE	ZONE-II

C. DAINIK BHASKAR POWER LTD (DBPL)

PROJECT/CUSTOMER	2X600MW DB POWER STPP, RAIGARH(C.G)
PROJECT LOCATION	Village: Baradarha, Taluka: Dabhra, Dist: Janjgir Champa, State : Chhatisgarh
ACCESS TO SITE	Road: The Site is located adjacent to the District Road which connects the site with Kharsia Nearest Railway Station: Raigarh on Mumbai-Howrah main line 40 Kms. from the site. Nearest Airport: Domestic - Raipur, International - Kolkata Nearest Sea Port : Kolkata
SEISMIC ZONE	ZONE-III

SPECIAL CONDITIONS OF CONTRACT (SECTION-A)

11. TAXES, DUTIES, LEVIES (Consolidated Rev 03 dated 09/04/2013)

11.1. For All types of works excepting works covered under sl no 9.2

11.1.1

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.

11.1.2 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.

11.1.3 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.

SPECIAL CONDITIONS OF CONTRACT (SECTION-A)

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.

11.2 '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.~~

11.3 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.