

TENDER SPECIFICATION

BHE/PW/PUR/HOI-PIPING/1201

FOR

Work of transportation of material from yard or local storage for Retubing work. Removal of old HP & LP tubes (fully welded) in upper & lower drums. Dismantling, Erection & Expanding of new HP & LP tubes for Retubing in upper & lower HP & LP drums. Application of E&C materials required for the work for Fabrication & Erection of flue gas baffles including removal & laying of Insulations, refractory, ceramic tiles etc in HRSG-I & II to complete the work at ONGC Hazira, Tal- Ichhapore, Surat-Gujarat.

VOLUME – I A

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
BHE/PW/PUR/HOI-PIPING/1201**

FOR

Work of transportation of material from yard or local storage for Retubing work. Removal of old HP & LP tubes (fully welded) in upper & lower drums. Dismantling, Erection & Expanding of new HP & LP tubes for Retubing in upper & lower HP & LP drums. Application of E&C materials required for the work for Fabrication & Erection of flue gas baffles including removal & laying of Insulations, refractory, ceramic tiles etc in HRSG-I & II to complete the work at ONGC Hazira, Tal- Ichhapore, Surat-Gujarat.

EARNEST MONEY DEPOSIT: Refer Notice Inviting Tender

LAST DATE FOR 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.

Bharat Heavy Electricals Limited

AGM (Purchase)

1201

NOTICE INVITING TENDER

Bharat Heavy Electricals Limited



BHEL PSWR
Notice Inviting Tender
Tender Specification No: BHE/PW/PUR/HOI-PIPING/1201

Ref: BHE/PW/PUR/HOI-PIPING/1201

Date: 04.01.2014

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

To

Dear Sir/Madam

Sub : NOTICE INVITING TENDER

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

1.0 Salient Features of NIT

SL NO	ISSUE	DESCRIPTION
i	TENDER NUMBER	BHE/PW/PUR/HOI-PIPING/1201
ii	Broad Scope of job	Work of transportation of material from yard or local storage for Retubing work. Removal of old HP & LP tubes (fully welded) in upper & lower drums. Dismantling, Erection & Expanding of new HP & LP tubes for Retubing in upper & lower HP & LP drums. Application of E&C materials required for the work for Fabrication & Erection of flue gas baffles including removal & laying of Insulations, refractory, ceramic tiles etc in HRSG-I & II to complete the work at ONGC Hazira, Tal-lchhapore, Surat-Gujarat
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	Issue start -04.01.2014

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	Documents	Close - 09/01/2014	Applicable/ Not applicable
v	DUE DATE & TIME OF OFFER SUBMISSION	Date : 09.01.2014 , Time : 15.00 Hrs Place : BHEL PS Regional office at :Nagpur Tenders being submitted through representative shall be handed over to any of the following BHEL officials after making entry/registration at the reception: Saravana Kumar/Engineer(Purchase) Nirmal P.G/ Asst.Engineer(Purchase)	Applicable
vi	OPENING OF TENDER	Date : 09.01.2014 , Time : 16.00 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. 1.5 Lakhs /- (Rupees One Lakh Fifty Thousand Only)	Applicable
viii	COST OF TENDER	Rs.2000/-	Applicable
ix	LAST DATE FOR SEEKING CLARIFICATION	Atleast 1 days before the due date of offer submission Along with soft version also, addressing to undersigned. P. Saravanakumar (Engineer)- E-mail-sharavan@bhelpswr.co.in PH: 0712-3048635 Nirmal P.G (Asst. Engineer)- E-Mail-nirmalpg@bhelpswr.co.in Ph: 0712-3048713	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

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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	
	<p><u>ENVELOPE – I superscribed as :</u> PART-I (TECHNO COMMERCIAL BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:</p> <p><u>CONTAINING THE FOLLOWING:-</u></p>	
i.	Covering letter/Offer forwarding letter of Tenderer.	
ii.	<p>Duly filled-in 'No Deviation Certificate' as per prescribed format to be placed after document under sl no (i) above.</p> <p><u>Note:</u></p> <p>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.</p> <p>b. BHEL reserves the right to accept/reject the deviations without</p>	

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	<p>assigning any reasons, and BHEL decision is final and binding.</p> <p>i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL</p> <p>ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender</p>	
iii.	<p>Supporting documents/ annexure/ schedules/ drawing etc as required in line with Pre-Qualification criteria.</p> <p>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.</p>	
iv.	All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc pertinent to this NIT.	
v.	Integrity Pact Agreement (Duly signed by the authorized signatory)	If applicable
vi.	Duly filled-in annexures, formats etc as required under this Tender Specification/NIT	
vii.	Notice inviting Tender (NIT)	
viii.	Volume – I A : Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc	
ix.	Volume – I B : Special Conditions of Contract (SCC)	
x.	Volume – I C : General Conditions of Contract (GCC)	
xi.	Volume – I D : Forms & Procedures	
xii.	Volume – II (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item	
xiii.	Any other details preferred by bidder with proper indexing.	

	PART-I B	
	<p><u>ENVELOPE – II superscribed as:</u> 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 <u>OR</u> 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>	

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PART-II	
	PRICE BID consisting of the following shall be enclosed
	ENVELOPE-III 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).
- 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

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- 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 **Six Months** 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

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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.

Brief Terms & Condition of Reverse Auction

18.1. BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids. In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit „online sealed bid“ in the Reverse Auction. Non-submission of „online sealed bid“ by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.

18.2. The philosophy followed for reverse auction shall be English Reverse (No ties). English Reverse (No ties) is a type of auction where the starting price and bid decrement are announced before start of online reverse auction. The interested bidders can thereupon start bidding in an iterative process wherein the lowest bidder at any given moment can be displaced by an even lower bid of a competing bidder, within a given time frame. The bidding is with reference to the current lowest bid in the reverse auction. All bidders will see only the current lowest quoted price. The term „No ties“ is used since more than one bidder cannot give an identical price, at a given instant, during the reverse auction. In other words, there shall never be a tie in the bids.

18.3. Technically and commercially acceptable bidders only shall be eligible to participate.

18.4. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet. Business rules for Reverse Auction and other information like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.

18.5. After receipt of “online sealed bids” by the participating bidders, start price & bid decrement will be decided by BHEL, before the online Reverse Auction. Only those bidders who have submitted the “on-line sealed bid” within the scheduled time shall be eligible to participate further in RA process. **However, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA.** Once participating bidders have given 'Online Sealed Bid' and 'start price' & 'bid decrement' is decided by BHEL, Bidding for RA will start as per RA schedule specified in business rules. Bidders may then submit their bids (current L-1 price(s) lowered by multiple decrements). If the 'start price' decided by BHEL is same as the 'Online Sealed Bid' price of any bidder, then that bidder shall be reckoned as current L1 automatically at the start of

Reverse Auction and no acceptance of that price is required i.e (RA shall deemed to have started at this stage for further bidding)

18.6. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ abort

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- 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
 - h.

for BHARAT HEAVY ELECTRICALS LTD

AGM/Purchase

Enclosure

- 01. Annexure-1: Pre Qualifying criteria.
- 02. Annexure-2: Check List .
- 04 Annexure-4: Important Information
- 05 Other Tender documents as per this NIT.

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ANNEXURE - 1

PRE QUALIFYING REQUIREMENTS

JOB	Work of transportation of material from yard or local storage for Retubing work. Removal of old HP & LP tubes (fully welded) in upper & lower drums. Dismantling, Erection & Expanding of new HP & LP tubes for Retubing in upper & lower HP & LP drums. Application of E&C materials required for the work for Fabrication & Erection of flue gas baffles including removal & laying of Insulations, refractory, ceramic tiles etc in HRSG-I & II to complete the work at ONGC Hazira, Tal- Ichhapore, Surat-Gujarat		
TENDER NO	BHE/PW/PUR/HOI-HRSGOH/1201		
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> Bidder must have executed following works {i.e. Bidder must meet (B.1.1 or B.1.2 or B.1.3 or B.1.4)} in the last seven (7) years as on latest date of bid submission:-</p> <p>B.1.1) Bidder must have, Executed atleast one Boiler (consisting of Pressure parts) of a Unit of rating 100TPH or above.</p> <p style="text-align: center;">OR</p> <p>B.1.2) Bidder must have, Executed One Job of Overhauling of a boiler (consisting of Pressure parts) of rating 100TPH or above, valuing of Rs.71Lakhs or above.</p> <p style="text-align: center;">OR</p> <p>B.1.3) Bidder must have, Executed Two Jobs of Overhauling of a boiler (consisting of Pressure parts) of rating 100TPH or above, each of value Rs.44 Lakhs or above.</p>	APPLICABLE	

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	OR		
	B.1.4) Bidder must have, Executed Three Jobs of Overhauling of a boiler (consisting of Pressure parts) of rating 100TPH or above, each of value Rs.35 Lakhs or above.		
C-1	<u>FINANCIAL TURNOVER</u> Bidders must have achieved an average annual financial turnover (Audited) of Rs.27 Lakhs or more over last three Financial Years (FY) i.e. 2010-2011, 2011-2012, 2012-2013.	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 			

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	<p>5. 'Additional' Criteria in respect of 'Technical' criteria of PQR (as in 'B' above) for Civil, Electrical, CI, unless otherwise specified:-</p> <p>1. _____ Bidder should have executed similar work of any one of the following:</p> <p style="margin-left: 20px;">a. _____ One (1) work of value not less than Rs XXX</p> <p style="margin-left: 40px;">_____ OR</p> <p style="margin-left: 20px;">b. _____ Two (2) works of not less than Rs YYY</p> <p style="margin-left: 40px;">_____ OR</p> <p style="margin-left: 20px;">c. _____ Three (3) works of not less than Rs ZZZ (Value XXX, YYY, ZZZ shall be as indicated by BHEL</p> <p>2. 'Similar' work for criteria 5 above means</p> <p style="margin-left: 20px;">a. _____ Civil or Structures or Civil & Structures or Chimney respectively as applicable to the tendered scope in respect of 'CIVIL' Works</p> <p style="margin-left: 20px;">b. _____ Electrical works in respect of 'ELECTRICAL'</p> <p style="margin-left: 20px;">c. _____ CI works in respect of 'CI' Works</p> <p style="margin-left: 20px;">d. _____ Material Handling and/or Management works in respect of 'MM' works</p> <p>6. 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</p> <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> <p style="margin-left: 20px;">1. "BOILER LIGHT UP" in respect of Boiler & Aux and ESP</p> <p style="margin-left: 20px;">2. "SYNCHRONISATION" in respect of STG/GTG and 'SPINNING' in case of HTG</p> <p style="margin-left: 20px;">3. "STEAM BLOWING COMPLETION" in respect of at least Main Steam Line of Power Cycle Piping</p> <p style="margin-left: 20px;">4. "HYDRAULIC TEST" of the system in respect of Structures, Pressure parts/IBR Piping</p> <p style="margin-left: 20px;">5. "CHARGING" in respect of power Transformers, Bus ducts, HT/LT switchgears</p> <p style="margin-left: 20px;">6. "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.</p> <p style="margin-left: 20px;">7. Achievement of physical Quantities as per respective PQRs in respect of Civil & Structures and Piling Works</p> <p style="margin-left: 20px;">8. 'Readiness for coal Filling" in respect of Bunker Structure Work.</p> <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/POAWO 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.

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ANNEXURE - 2

CHECK LIST

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

1	Name and Address of the Tenderer		
2	Details about type of the Firm/Company		
3.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	
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

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14	Declaration for relation in BHEL	Applicable	YES/NO
15	Non Disclosure Certificate	Applicable	YES/NO
16	Bank Account Details for E-Payment	Applicable	YES/NO
17	Capacity Evaluation of Bidder for current Tender	NOT Applicable	
18	Tie Ups/Consortium Agreement are submitted as per format	NOT Applicable	
19	Power of Attorney for Submission of Tender	Applicable	YES/NO
20	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)

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

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**
4. **Price Variation Compensation is not applicable**
5. **Overrun Compensation shall not be applicable.**
6. **Interest bearing advance shall not be paid for this contract.**

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	5
3	Manpower, T&Ps and Consumables to be deployed by Contractor	Chapter-III	1
4	Facilities in the scope of Contractor/ BHEL	Chapter-IV	1
5	Time Schedule	Chapter-V	1
6	Terms of Payment	Chapter-VI	3
7	Taxes & Duties	Chapter-VII	3
8	Special Terms and Other Conditions	Chapter-VIII	1
9	Safety	Chapter-IX	1

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter-I Project Information

1.0	Project Information
	<p>1) Purchaser : Oil and Natural Gas Corporation Limited (ONGC)</p> <p>2) Project Title : ONGC hazira, Tal- Ichhapore, Surat-Gujarat.</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 are 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

Job : Work of transportation of material from yard or local storage for Retubing work. Removal of old HP & LP tubes (fully welded) in upper & lower drums. Dismantling, Erection & Expanding of new HP & LP tubes for Retubing in upper & lower HP & LP drums. Application of E&C materials required for the work for Fabrication & Erection of flue gas baffles including removal & laying of Insulations, refractory, ceramic tiles etc in HRSG-I & II to complete the work at ONGC Hazira, Tal- Ichhapore, Surat-Gujarat.

1. **Scope of work:-**

- a) **Unit – HRSG-I:** Scope of work is described in detail in the Annexure-I & II including use of E&C materials arrived at site.
- b) **Unit – HRSG-II:** Application of Tiles in LP in HRSG-II is (Detailed in Annexure – I & II).

ANNEXURE-I (SCOPE OF WORK)

1. Transportation of E&C materials from yard or local storage. Contractor has responsibility to provide **Hydra Crane and man-power** at the site as and when required to complete the work. It is noted that the Vehicle entry permission (transportation of E&C materials etc) is valid for the day time only (Generally vehicle entry is not permitted on Sundays & holidays for unloading of E&C materials etc) so the materials must be unloaded at site during the official time (09:00 hrs to 18:00 hrs).
2. Liaison with the IBR authorities in respect of obtaining approvals/visit of their inspectors for carrying out the job on the boilers.
3. Mobilize man and material for taking up the job of replacement of the HP & LP bank tubes etc. All the tools/tackles/welding machine/scaffolding material will be in the contractor's scope.
4. Contractor has to depute separate person for paper work related Legal & Working formalities (i.e. **daily interact for permission from shift l/c, Fire section, Security, safety l/c etc**).
5. **Tarpaulin or other shade materials** is to be arranged /procured by contractor to prevent materials from rain or other calamities.
6. Asbestos cloth is required to avoid the scattering of welding sparks, also to cover the hot working area.
7. Mock test is to be given by expander at the site before the work; welder test (HP & LP) also is to be taken at site before work. Radiography or relevant test of test piece is in the scope of contractor.
8. Contractor has to arrange a temporary store at the site. Safety & security of the store is the responsibility of contractor.
9. Ground inspection of materials by Boiler Inspector is in the scope of contractor.
10. Contractor has to **depute adequate number & qualified Engineers & Supervisors** who have knowledge of subjected works and efficiently work with drawings.
11. Make the access to the HP & LP boiler tubes by removing insulation, opening manholes/cutting the skin plates and any other item which may be required to be removed as the case may be. All such items are to be restored back with new (E&C) material after completion of the job.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-II Scope of Works

12. Fabrication and replacement of baffles for flue gases with necessary supports required for the job will be supplied by the contractor.
13. Obtaining the **vessels entry permit** from the local statutory authorities.
14. Provide scaffolding/working platforms for carrying out the job as required. The material required for the scaffolding is in the scope of contractor, which can be brought within the plant premises with a **returnable gate pass**.
15. Cutting and removal of all the HP & LP bank tubes and baffles, skin casings etc and Crediting/Shifting of all removed old items to a nearby safe location designated by the engineer –in-charge/ ONGC representative.
16. All such jobs which may be required to be carried out in lower/mud and upper/steam drum prior to installing the new tubes in place like removal of weld beads & burrs etc and carry out the requisite NDT tests. Submission of report to IBR authorities as per requirement as per IBR procedure.
17. Replacing the damaged skin plates with new ones as actually required in the boiler. The sheet metal work/fabrication required for the job will be in the scope of contractor.
18. Application of tiling/ refractory as per requirement for sealing.
19. Hydro test of the boiler (HP & LP) as per IBR is to be carried out.
20. Air leak test of the furnace is to be carried out.
21. During air leak Test of the Furnace and trial run for 72hrs. if any abnormality is observed in the erected areas, the reason for the same is to be established and **remedial action is to be taken without any additional cost**.
22. Assist for taking weight of E&C materials at site Premises.
23. The contractor shall interact with the engineer in-charge who will respect the progress of the job on behalf of *ONGC/BHEL Representatives*. Job schedule is to be prepared and to be submitted to the *ONGC/BHEL representatives*. Also the contractor shall interact with third party inspection agency (deployed by ONGC, if any) to carry out the inspection, before submission of test report.
24. Receipt of materials from ONGC/BHEL Hazira stores (if any).
25. Erection of temporary platform /scaffolding for lifting /shifting of HP & LP bank Tubes & down comers from ground floor to the location as per requirement.
26. Alignment of new HP & LP tubes in their original position completely as per drawing.
27. Repairing of defective joints noticed during Air leak test, should be carried out by the contractor at his own cost. **No extra payment will be made for re-welding of defective joints, skin casings etc.**
28. Contractor has to arrange 24 V transformer/battery torches, to be utilized as safety equipment while carrying out work inside of equipments at higher elevation. The contractor has to provide required capacity ELCB on welding machine. Three phase cable required for the connection from the point provided by ONGC to the ELCB /JB/MCB and proper rating of cable from JB/MCB to other sources are in the scope of contractor.
29. All consumables, like cotton waste, kerosene diesel/ rustolene, welding electrodes, oxy-acetylene/DA/gas shall be arranged by the contractor on his own cost.
30. All necessary tools and tackles such as chain pulley blocks, welding generator sets, hook chooks, wire slings, spanner, gas cutting sets, welding cables, grinding machines, tube expanders etc. shall be arranged by the contractors at his own cost.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-II Scope of Works

31. All required Safety application to execute the job, the **copy of certified documents** of applied machines/equipments/tools/tackles/winches etc is required to submit to BHEL site in-charge.
32. Re-application and fixing of insulation which are removed for this work are to be arranged by the contractor.
33. Removed insulation which is not reusable is to be dumped at a place shown by EIC immediately as per instruction given by ONGC Site Engineer.
34. Shifting of all materials from main store to site is to be arranged by contractor.
35. Supervision and Execution of complete jobs.
36. Round the clock operation on shift basis (if permitted by ONGC).
37. Checking of all coils by sponge ball test, cleaning by air or steam before erections to be included in scope of work.
38. Any relevant work connected to complete the work should be carried by contractor at quoted rates only **No extra payment will be made**.
39. Execution of the cleaning work and submission of final process report.
40. Quality assurance and control, site management and coordination is to be managed by contractor.
41. Coordination for PMI or other related test (as per site condition) is to be carried out as per instruction by QAD of ONGC or in the registered/empanelled test laboratories of ONGC.
42. Contractor has to unload the Supplied E&C materials in ONGC premises also coordinate to weight /measurement of the supplied/applied materials as per ONGC Requirements and also coordinate for entry of the vehicle.
43. **Tiling work in LP of HRSG-II is in the scope of Contractor. For this work all required Materials i.e. Refractory, Tiles, skin casing etc shall be Procured & Supply by BHEL but unloading, transportation in ONGC premises and application is in the scope of contractor. Following works are in the scope of contractor within quoted price:-**
 - a) Liaison with IBR is in the scope of contractor.
 - b) Removal of LP Side bank tubes (quantity 36 nos) from RHS & LHS ends along with removal of skin casing, Refractory etc.
 - c) Cutting of LP side bank tubes and add extra piece or as per suitability at site.
 - d) Re-welding of tubes and fitted/expansion in the LP drums. Radiography and other related test are in the scope of contractor. Report shall be submitted to Boiler inspector office.
 - e) Proper inside tiling (groove type tiles) and refractory works is in the scope of contractor.
 - f) Air leak test after skin casing, if required NDT also in the scope of contractor.
 - g) Normalisation work with welding skin casing, fins welding skin casing, fins welding, refractory works etc.
 - h) Any work, modification related to complete the LP Tiling work with proper insulation is in the scope of contractor.
 - i) **If any extra suggestion or work applicable during the work (as per site suitability), the same can be implemented by contractor within the quoted price.**

NOTE: Work of LP Tiling in HRSG-II is to be carried out before the work of HRSG-I.

44. **After successfully expansion of LP & HP bank tubes and side bank tubes, if welding is required by the approval of BHEL Unit, then IBR liaison, IBR welding, Radiography &**

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-II Scope of Works

HEAT TREATMENTS (Stress Relieving of Drum) all related are in the scope of contractor within the quoted price. This is only in extreme condition and agreed by Customer (ONGC), Unit (BHEL), Boiler Inspector.

SUB: Work of transportation of material from yard or local storage for Retubing work. Removal of old HP & LP tubes (fully welded) in upper & lower drums. Dismantling, Erection & Expanding of new HP & LP tubes for Retubing in upper & lower HP & LP drums. Application of E&C materials required for the work for Fabrication & Erection of flue gas baffles including removal & laying of Insulations, refractory, ceramic tiles etc in HRSG-I & II to complete the work at ONGC Hazira, Tal- Ichhapore, Surat-Gujarat.

ANNEXURE-II (DETAILS OF TUBES)

The job consists of replacement of LP bank tubes, LP side bank tubes, HP bank tubes, HP side bank tubes and associated items of HRSG #1. The details of the said boiler are as under:-

Customer No -0579

Designation: - Horizontal, front wall fired, bi-drum natural circulation.

LP Bank: tubes Spiral finned, 4 fins finch Staggered, 51 x3.2 SA 192 (MOC)

HP Bank tubes- Plain 63.5X3.2 SA 192 (MOC).

Part numbers, name plate details, equipment details etc. mentioned are taken from the documents supplied with the Boiler by OEM. These are given for reference only.

The Details of Tubes supplied by the BHEL Trichy Unit as follows:-

(a). LP Bank Tubes Spiral finned

FBB-1,2,3,4,5,6,7,8,9.

1116 NO.

(b). LP Side Bank Tubes Plain

BS-1,2,3,4,5,6,7,8,9.

36 NO.

(c). HP bank tubes

BB-1,2,3,4.

376 NO.

(d) HP side bank tubes

HBS – 1,2,3,4,5,6,7,8.

16 NO.

Note:-

1. THE PLANT IS VERY OLD DESIGN. THERE IS INSUFFICIENT AVAILABLE OF DRAWINGS SO BEFORE DISMANTLING THE EXISTING CAN BE RECORDED BY CONTRACTOR WITH CUSTOMER/BHEL/TPI PROPERLY AND EXECUTION

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-II Scope of Works

SHALL BE ACCORDINGLY. ANY UNFORSEEN WORK OR MODIFICATION REQUIRED THE SAME SHALL BE DONE BY CONTRACTOR WITHIN THE QUOTED PRICE.

2. ON PROCURED MATERIAL (E&C), CONTRACTOR/VENDOR HAS TO FABRICATE, MODIFICATION, MACHINING, TRIMMING, DRILLING, WELDING, GRINDING ETC WORK WHICH IS REQUIRED TO FIT AS PER DRAWING OR EXISTING SHALL BE DONE BY CONTRACTOR INCLUDED IN THE SCOPE WITHIN THE QUOTED PRICE.

2.0 INSPECTION, TESTING AND ANALYSIS

Inspection:

Inspection Of work will be carried out by ONGC QAD / TPI. Contractor has to interact with ONGC QA Engineer, Representative, TPI in this regard.

Note:

Third Party Inspection Agency shall be hired by ONGC and the cost towards TPI inspection shall be borne by ONGC.

2.1 CONDITION OF EXTRA WORK/CHANGE ORDER.

There is no any separate clause for extra work payable to the contractor. Since the HRSG is the old model, it may require some modification which must be considered by the contractor during bidding.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-III TOOLS AND PLANTS , MANPOWER & CONSUMABLES TO BE ARRANGED BY CONTRACTOR

3.1 T&P

All T&P required for the above mentioned job should be arranged by contractor before commencement of the job. The T&P available with customer supplied as standard tools of BHEL will be handed over to you during execution of work as where is condition on returnable basis.

3.2 Manpower:

You shall arrange the manpower required for carrying out the above work for scope of work given in Annexure-I & II including annexure III. Arrangement for additional manpower required for completing the job within stipulated period shall be the responsibility of the contractor and shall be arranged by contractor.

3.3 Consumables:

All consumable items including special type of electrodes, expanding machine etc shall be arranged by Contractor before commencement of the job.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-IV Facilities in the scope of Contractor/BHEL

4.0 Facilities to be provided by BHEL or ONGC:-

- Medical facilities/First Aid for accident and emergency cases for your staff.
- Free electricity, water, and service air for the work.
- Feed pump for hydro test.
-
- **Arrangement of accommodation & transportation of man power and materials for their workmen is in scope of contractor.**

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-V: Time Schedule

5.1 Expected date of commencement:-

- a) The shut-down of HRSG-II shall be tentatively by mid of the January 2014 for Tilling work in LP of HRSG-II.
- b) The shut-down of HRSG-I is expected within six month after the successfully work completion of HRSG-II.

Depending upon the shutdown of the unit decided by M/s. ONGC-HAZIRA, The requisite man/T&P etc have to be mobilized within 07 days on placement of our letter of indent/work order for the above work. You shall arrange accommodation and transport for your staff and transport of material at site during the course of execution of above job.

Contractor will have to mobilize the manpower, T&P at the site within 04 days (each for HRSG I & II) from the issue of clear LOI/Work Order / as directed by BHEL.

5.2 Period of completion:

- a) **Unit-HRSG-II : Time period for the completion of work is 15 days.**
- b) **Unit-HRSG -I : Time period to complete the work within 75 Days (including 72 Hrs test run of the boiler on full load) from the date of start of work in HRSG-I after placement of clear LOI/work order to L-1 party.**

Contractor has to work 09:00 hrs to 18:00 hrs daily. (beyond 18:00hrs contractor can work only by the permission of Customer ONGC, contractor shall not produce any argument, demand, conditions once customer refuse to give extra hours daily for work) contractor shall not be compensated for any type of delays in completion of job of HRSG-I and non-compliances shall attract suitable penalty/LD maximum 20% of the contract value.

NOTE: Work of application of tiles on LP Side bank tubes in HRSG-II is to be carried out before the work of HRSG-I.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter VI- Terms of Payment

6.0 Terms of Payment:

a) UNIT-HRSG-II

- 10% After application of Ceramic Tiles in LP side bank tubes walls (LHS & RHS) of HRSG-II.
- 10% Payment on completion of work in all respect i.e. alignment of LP side tubes (36 nos), skin casing welding & refractory, insulation work etc in LP of HRSG-II including 72 hrs successfully testing at ONGC Hazira.

b) UNIT-HRSG-I

- 40% Payment on full Erection of HP & LP tubes and fabrication and erection of baffles, inspection of Boiler Inspector for materials and Hydro test successfully.
- 30% Skin casings, laying of refractory, ceramic tiles & insulation as per drawing along with work of scope. Complete the work in all respect.
- 10% payment on successful commissioning of the HRSG with 72 hrs successful testing along with certificate of clearing and handing over site, certified by BHEL site in-charge, no due certificate from M/s. ONGC-HAZIRA, proof of wages and PF payments to your workmen engaged for the work. The bill will be accepted when all these documents are enclosed with it.

6.1. No advance payment shall be made to the Contractor.

6.2. Bills in triplicate are to be addressed to Engineer-in-Charge and submitted to Invoice Monitoring System, with the following details :-

- a. PO / CONTRACT No.
- b. VENDOR NO.
- c. INVOICE NO.
- d. INVOICE DATE
- e. INVOICE VALUE
- f. EMAIL ID WHERE TRACKING NO. WILL BE SENT.

Engineer-In-Charge will verify and certify the bills and forward to Finance & Accounts Section for release of payment.

6.3 The payments to the Contractor shall be released as per milestone payment schedule indicated above in Sr. No. 5.

6.4 Invoices with original supporting documents duly countersigned by the BHEL's representative/ engineer wherever applicable will be submitted on completion of milestone mentioned in Sr. No. 5 by the CONTRACTOR to BHEL and payment shall be made within 45 (Forty five) calendar days from the date of receipt of invoice at the above office.

The original invoice should also accompany the following documents/details:

(a) Along with first invoice:

- (i) Copy of valid registration certificate under the service tax rules.
- (ii) Particulars required for making payments through electronic payment mechanism

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter VI- Terms of Payment

in accordance with the clause described in General Conditions of Contract

- (iii) Mobile No.
 - (iv) E-Mail ID
 - (v) PAN No.
 - (vi) Copy of Performance Bank Guarantee (if required/applicable).
- (b) **Periodical / monthly payment:-**
- (i) Invoice (i.e. Tax invoice as per relevant service tax rules, in original and duplicate, clearly indicating service tax registration no., service classification, rate and amount of service tax shown separately) if applicable.
 - (ii) Invoice (i.e. Tax invoice as per relevant Central excise, respective state VAT and customs, in original and duplicate, clearly indicating tax registration no., Rate and amount of tax shown separately) if applicable.
 - (iii) CENVATable documents as per CENVAT rules. (if applicable).
 - (iv) Any other documents specifically mentioned in the Contract, or supporting Documents in respect of other claims (if any), permissible under the contract.

6.5. **MODE OF PAYMENT:-**

BHEL shall make payments only through Electronic Payment mechanism (viz. NEFT/RTGS /ECS). Bidders should invariably provide the following particulars alongwith their offers:

- i. Name & Complete Address of the Supplier / Contractor as per Bank records.
- ii. Name & Complete Address of the Bank with Branch details.
- iii. Type of Bank account (Current / Savings/Cash Credit).
- iv. Bank Account Number (indicate 'Core Bank Account Number', if any).
- v. IFSC / NEFT Code (11 digit code)/ / MICR code, as applicable, along with a cancelled cheque leaf.
- vi. Permanent Account Number (PAN) under Income Tax Act;
- vii. TIN/Sales Tax Registration Number (for supply of Goods) and Service Tax Registration Number (for supply of Services), as applicable.
- viii. E-mail address of the vendor / authorized official (for receiving the updates on status of payments)."
For receiving payment through NEFT / RTGS, the bank/branch in which the bidder is having account and intends to have the payment should be either an NEFT enabler' bank or SBI branch with core banking facility.

6.6 The payment against clear (undisputed) bills/invoices submitted by the vendor will be made by

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter VI- Terms of Payment

BHEL through Electronic Payment Mechanism (as per details mentioned in the clause below), within 45 (forty five) working days from the date of submission of bills/invoices complete in all respects duly certified by BHEL Engineer in charge.

6.7.Performance Guarantee:

A). Under warranty condition, or liability by law, Contractor liability in respect of Workmanship, damage of goods supplied, or for any loss, injury, or damage attributable thereto, is limited to making good by replacement or repair defects which under proper use, appear therein and arise solely from faulty design, material or workmanship, **within a period of 12 months** from the date of its commissioning, whichever is earlier. The repaired or new part will be delivered free of charge at destination i.e. ONGC Hazira.

B). Any replacement / repair required to be made under the provisions of the above guarantee / warranty will be carried out at Contractor's option either at works or at site depending on the facilities available at site.

C). No separate guarantee / warranty certificate shall be issued by BHEL.

Note:

1. Price Variation Compensation & Overrun Compensation shall not be paid.
2. No Advance shall be paid against this contract
3. **L-1 shall be evaluated based on Lumpsum rates of HRSG – I & II**

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Chapter-VII- TAXES & DUTIES

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

7.1. For All types of works excepting works covered under sl no 7.2

7.1.1

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.

7.1.2 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.

7.1.3 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

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Chapter-VII- TAXES & DUTIES

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

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

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

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

7.2 '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.~~

7.3 New Taxes/Levies

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

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

TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VIII- SPECIAL TERMS AND OTHER CONDITIONS

8.0 Other terms and conditions:

- (1) Contractor should arrange proper and adequate Insurance covers for the entire employee deputed/deployed by him at the site for the work.
- (2) Contractor has to furnish establishment code numbers and deduct EPF as per rules and submit a proof of its remittance to BHEL.
- (3) Necessary Labour license should be obtained based on the Form-5 issued by the Principal Employer in your name. The copy should be submitted to BHEL site I/C.
- (4) Wage payment to the employees should be witnessed by BHEL site I/C or his nominee and a copy of wage register duly certified are submitted to BHEL site I/C.
- (5) Proper records are required to be maintained by the contractor on the material drawn from the stores (Includes BHEL's supply as well as spares issued from ONGC-HAZIRA).
- (6) Security and safety of the labour of the contractor to be ensured as per statutory requirements particularly use of PPE's such as helmets, safety shoes, safety belts, welding goggles, safety hand gloves etc must be ensured.
- (7) All the logistics and procedural formalities required to be done at the Power Station for mobilization and to be followed during the course of execution are to be taken care of by Contractor. You may visit the Site and ascertain the same before quoting priced offers.
- (8) All other legal formalities (i.e. gate pass of man-power, medical test of man power, interact with labour officers, interact with Boiler Inspector to get the IBR approvals, ground Inspection, hydro Test, follow the petro-chemical and inflammable norms for safety etc.) shall be the basic responsibility of the Contractor.
- (9) **It is to be noted before participation that the existing HP & LP bank tubes and downcomers are fully welded in the lower and upper drum (inner side). Contractor has to give special attention to remove the weldings without affecting the ID of the holes in drum. Erected new tubes shall be only expanded in the existing holes in both lower & upper drums. After erection & locking by expanding of all tubes must be hydraulically tested in the presence of boiler inspector.**
- (10) **Bidders are requested to visit the site and site premises before Bidding.**

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Chapter-IX- SAFETY

9.0. Statutory Obligations, Safety and Security:

Contractor and all his personnel deployed on the work shall adhere to and abide by the safety provision/norms specified and as required by BHEL and their Customer. In case of violation of any provision is noticed at any time, a fine at the discretion of our Engineer-In- Charge or as levied by BHEL and/or their Customer shall be imposed for each of such violation and shall be recovered from the contractor's Running Account Bills or any other payments due. The contractor shall submit his safety plan to BHEL Site In charge. The contractor shall maintain and submit the following records for inspection anytime by BHEL/their Client/any statutory Authority.

- a) Attendance Register of Workers.
- b) Pay/Wages Register.
- c) Advance Payment Register.
- d) O.T. Register.
- e) Identity Card Register.
- f) Privilege Leave Register.
- g) Workers List Register.
- h) Fine Register
- i) Leave Register.
- j) Provident Fund Register.
- k) Bonus Register.
- l) Labour license

(If labour license is to be obtained on the name of BHEL by principle employer then all the labour licensing process towards completion of all legal formalities shall be done by contractor. BHEL only authorise your responsible person for completing the labour license of concern work.)

Contractor shall arrange round the clock security and watch & ward for the safety and security of materials, items. Tools and Plants & Spares issued to him during execution of the work. He shall also maintain proper lock & key arrangement for storing the items dismantled from Unit or issued to him by customer. In case of any loss and/or damage to any of the equipment / spares the contractor will be held responsible.