

TENDER SPECIFICATION

SI No	Tender Specification Number	Unit Number & Project
1	BHE/PW/PUR/WNT-BLROH/1232	Unit #3, 210 MW Wanakbori TPS

FOR

ERECTION & COMMISSIONING OF WATER WALL BURNER PANEL ASSEMBLY (FOUR CORNERS) OF
BOILER UNIT NO 3 AT WTPS AT TA-THASRA DIST.-KHEDA (GUJARAT)

VOLUME – I

CONSISTING OF:

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



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

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Tender Specification Issue Details

TENDER SPECIFICATION

SI No	Tender Specification Number	Unit Number & Project
1	BHE/PW/PUR/WNT-BLROH/1232	Unit #3, 210 MW Wanakbori TPS

FOR

**ERECTION & COMMISSIONING OF WATER WALL BURNER PANEL ASSEMBLY (FOUR CORNERS) OF
BOILER UNIT NO 3 AT WTPS AT TA-THASRA DIST.-KHEDA (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)

1232

NOTICE INVITING TENDER

(Document No PS:MSX:NIT:Rev 01 dated 1st
Jun 2012)

Bharat Heavy Electricals Limited



Ref: BHE/PW/PUR/WNT-BLROH/1232

Date: 04.02.2014

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/WNT-BLROH/1232	
ii	Broad Scope of job	ERECTION & COMMISSIONING OF WATER WALL BURNER PANEL ASSEMBLY (FOUR CORNERS) OF BOILER UNIT NO 3 AT WTPS AT TA-THASRA DIST.-KHEDA (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>	Applicable
b	Volume-IB	<i>Special Conditions of Contract (SCC)</i>	Applicable
c	Volume-IC	<i>General Conditions of Contract (GCC)</i>	Applicable
d	Volume-ID	<i>Forms and Procedures</i>	Applicable
e	Volume-II	<i>Price Schedule (Absolute value).</i>	Applicable
iv	Issue of Tender Documents	04.02.2014	Applicable/ Not applicable
v	DUE DATE & TIME OF OFFER SUBMISSION	Date : 11.02.2014 , Time : 15.00 Hrs Place : <u>BHEL PS Regional office at :Nagpur</u> Tenders being submitted through representative shall be handed over to any of the following BHEL officials after making entry/registration at the reception: Saravana Kumar/Engineer(Purchase) Nirmal P.G/ Asst.Engineer(Purchase)	Applicable
vi	OPENING OF TENDER	Date : 11.02.2014 , Time : 16.00 Hrs Notes:	Applicable

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		(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	
vii	EMD AMOUNT	Rs. 60,000/- (Rupees Sixty Thousand Only)	Applicable
viii	COST OF TENDER	Rs.2000/-	Applicable
ix	LAST DATE FOR SEEKING CLARIFICATION	Atleast 2 days before the due date of offer submission Along with soft version also, addressing to undersigned & to others as per contact address given below	Applicable
x	SCHEDULE OF Pre Bid Discussion (PBD)	Date :	Applicable/Not applicable.
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	-----	Applicable/Not applicable.
xii	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be intimated by Fax/E-mail. Bidders to keep themselves updated with all such information	<u>Applicable</u>

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

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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>ENVELOPE – I superscribed as : PART-I (TECHNO COMMERCIAL BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:</p> <p>CONTAINING THE FOLLOWING:-</p>	
i.	Covering letter/Offer forwarding letter of Tenderer.	
ii.	<p>Duly filled-in 'No Deviation Certificate' as per prescribed format to be placed after document under sl no (i) above.</p> <p>Note:</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 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 : <u>Technical</u> Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc	
ix.	Volume – I B : Special Conditions of Contract (SCC)	
x.	Volume – I C : General Conditions of Contract (GCC)	
xi.	Volume – I D : Forms & Procedures	
xii.	Volume – II (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item	
xiii.	Any other details preferred by bidder with proper indexing.	

PART-I B	
	<p><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>

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

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

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

- 7.0 Deviation with respect to tender clauses and additional clauses/suggestions in Techno-commercial bid / Price bid shall NOT be considered by BHEL. Bidders are requested to positively comply with the same.
- 8.0 BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).
- 9.0 Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.
- 10.0 Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.
- 11.0 For any clarification on the tender document, the bidder may seek the same in writing or through e-mail, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
- 12.0 BHEL may decide holding of pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.
- 13.0 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer, else BHEL's interpretation shall prevail.
- 14.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
- 15.0 Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), **if applicable**, along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. **The names and other details of Independent External Monitor (IEM) for the subject tender is as given at point (1) above.**
- 16.0 The Bidder has to satisfy the Pre Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre Qualification Criteria specified in this NIT as per Annexure-I (as applicable), past performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under HOLD.

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- 17.0 In case BHEL decides on a 'Public Opening', the date & time of opening of the sealed PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one authorised representative to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful/Disqualified bidders under intimation to the respective bidders.
- 18.0 Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 19.0 BHEL reserves the right to decide the successful bidder on the basis of Reverse Auction process. In such case all qualified bidders will be intimated regarding procedure/ modality for Reverse Auction process prior to Reverse Auction and price will be decided as per the rules for Reverse Auction. .
- However, if reverse auction process is unsuccessful as defined in the RA rules/procedures, or for whatsoever reason, then the sealed 'PRICE BIDS' will be opened for deciding the successful bidder. BHEL's decision in this regard will be final and binding on bidder.
- 20.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 21.0 In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.
- 22.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 23.0 Consortium Bidding (or Technical Tie up) shall be allowed only if specified in Pre Qualifying Requirement (PQR) criteria, and in such a case the following shall be complied with:
- 23.1 Prime Bidder and Consortium Partner or partners are required to enter into a consortium agreement with a validity period of six months initially. In case the consortium is awarded the contract, then the Consortium Agreement between the Prime Bidder and Consortium Partner or partners shall be extended till contractual completion period including extension periods if any applicable.
- 23.2 'Stand alone' bidder cannot become a **Prime Bidder** or a **Consortium bidder** or **Technical Tie up bidder** in a consortium (or Technical Tie up) bidding. Prime bidder shall neither be a consortium partner to other prime bidder nor take any other consortium partners. However, consortium partner may enter into consortium agreement with other prime bidders. In case of non compliance, consortium bids of such Prime bidders will be rejected.
- 23.3 Number of partners for a consortium Bidding (or Technical Tie up) shall be as specified in the PQR
- 23.4 Prime Bidder shall be as specified in the Pre Qualification Requirement, else the bidder who has the major share of work
- 23.5 In order to be qualified for the tender, Prime Bidder and Consortium partner or partners shall satisfy (i) the Technical 'Pre Qualifying Requirements' specified for the respective package, (ii) "Assessment of Capacity of Bidder" as specified in clause 9.0
- 23.6 Prime Bidder shall comply with additional 'Technical' criteria of PQR as defined in 'Explanatory Notes for the PQR'
- 23.7 Prime Bidder shall comply with all other Pre Qualifying criteria for the Tender unless otherwise specified

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- 23.8 In case customer approval is required, then Prime Bidder and Consortium Partner or partners shall have to be individually approved by Customer for being considered for the tender.
- 23.9 Prime Bidder shall be responsible for the overall execution of the contract
- 23.10 In case of award of job, Performance shall be evaluated for Prime Bidder and Consortium Partner or partners for their respective scope of work(s) as per prescribed formats
- 23.11 In case the Consortium partner or partners back out, their SDs shall be encashed by BHEL. In such a case, other consortium partner or partners meeting the PQR have to be engaged by the Prime Bidder, and if not, the respective work will be withdrawn and executed on risk and cost basis of the Prime Bidder. The new consortium partner or partners shall submit fresh SDs as applicable.
- 23.12 In case the prime Bidder withdraws, the whole contract shall be considered cancelled and short closed.
- 23.13 After execution of work, the work experience shall be assigned to the Prime Bidder and the consortium partner or partners for their respective scope of work. After successful execution of two similar works with the same consortium partner or partners under direct orders of BHEL, the Prime Bidder shall be eligible for becoming a 'stand alone' bidder for similar works, subject to certification from BHEL about the active involvement of the Prime Bidder for satisfactory execution of the works.
- 23.14 The consortium partner shall submit SD equivalent to 2% of the total contract value in addition to the SD to be submitted by the prime Bidder for the total contract value. In case there are two consortium partners, then each partner shall submit SD equivalent to 1% of the total contract value in addition to the SD to be submitted by the prime Bidder for the total contract value.
- 23.15 In case of a Technical Tie up, all the clauses applicable for the Consortium partner shall be applicable for the Technical Tie up partner also
- 24.0 The bidder shall submit documents in support of possession of 'Qualifying Requirements' duly self certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.
- 25.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 26.0 Order of Precedence
In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:
- a. Amendments/Clarifications/Corrigenda/Errata etc issued in respect of the tender documents by BHEL
 - b. Notice Inviting Tender (NIT)
 - c. Price Bid
 - d. Technical Conditions of Contract (TCC)—Volume-1A
 - e. Special Conditions of Contract (SCC) —Volume-1B
 - f. General Conditions of Contract (GCC) —Volume-1C
 - g. Forms and Procedures —Volume-1D

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

for BHARAT HEAVY ELECTRICALS LTD

AGM Pur

Enclosure

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

ANNEXURE - 1

PRE QUALIFYING REQUIREMENTS

JOB	ERECTION & COMMISSIONING OF WATER WALL BURNER PANEL ASSEMBLY (FOUR CORNERS) OF BOILER UNIT NO 3 AT WTPS AT TA-THASRA DIST.-KHEDA (GUJARAT)
TENDER NO	BHE/PW/PUR/WNT-BLROH/1232

SL NO	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Name and Description of qualifying criteria	Page no of supporting document. Bidder must fill up this column as per applicability
A	Submission of Integrity Pact duly signed (if applicable)	NOT APPLICABLE	
B	<p><u>Technical</u></p> <p>Bidder must have executed following works {i.e. Bidder must meet (B.1.1 or B.1.2 or B.1.3)} in the last seven (7) years as on latest date of bid submission:-</p> <p>B.1.1) Bidder must have, Executed Erection and Commissioning of atleast one Boiler of a Unit of rating 110MW 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 of rating 110MW 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 of rating 33MW or above</p>	APPLICABLE	
C-1	<p><u>FINANCIAL TURNOVER</u></p> <p>Bidders must have achieved an average annual financial turnover (Audited) of Rs.8 Lakhs or more over last three Financial Years (FY) i.e. 2010-2011, 2011-2012, 2012-2013.</p>	APPLICABLE	
C-2	<p><u>NETWORTH (only in case of Companies)</u></p> <p>Net worth of the Bidder based on the latest Audited Accounts as furnished for 'C-1' above should be positive</p>	APPLICABLE	

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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"> 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. 'Additional' Criteria in respect of 'Technical' criteria of PQR (as in 'B' above) for Civil, Electrical, CI, unless otherwise specified :- <ol style="list-style-type: none"> 1. Bidder should have executed similar work of any one of the following: <ol style="list-style-type: none"> a. One (1) work of value not less than Rs XXX <li style="text-align: center;">OR b. Two (2) works of not less than Rs YYY <li style="text-align: center;">OR c. Three (3) works of not less than Rs ZZZ (Value XXX, YYY, ZZZ shall be as indicated by BHEL 2. 'Similar' work for criteria 5 above means <ol style="list-style-type: none"> a. Civil or Structures or Civil & Structures or Chimney respectively as applicable to the tendered scope in respect of 'CIVIL' Works b. Electrical works in respect of 'ELECTRICAL' c. CI works in respect of 'CI' Works d. Material Handling and/or Management works in respect of 'MM' works 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 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 8. Unless otherwise specified, for the purpose of 'Technical' criteria of PQR (as in 'B' above), the word 'EXECUTED' means: 			

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	<ol style="list-style-type: none">1. "BOILER LIGHT UP" in respect of Boiler & Aux and ESP2. "SYNCHRONISATION" in respect of STG/GTG and 'SPINNING' in case of HTG3. "STEAM BLOWING COMPLETION" in respect of at least Main Steam Line of Power Cycle Piping4. "HYDRAULIC TEST" of the system in respect of Structures, Pressure parts/IBR Piping5. "CHARGING" in respect of power Transformers, Bus ducts, HT/LT switchgears6. "Completion of RCC Shell and liner (steel or brick as per tendered scope) up to the HEIGHT specified using slip form" in case of RCC Chimney.7. Achievement of physical Quantities as per respective PQRs in respect of Civil & Structures and Piling Works8. "Readiness for coal Filling" in respect of Bunker Structure Work.9. Boiler means HRSG or WHRB or any other types of Steam Generator10. Critical/Power Cycle piping means Main Steam, Hot Reheat, Cold Reheat, HP Bypass, LP Bypass lines11. 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.12. In case the experience/PO/WO 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.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.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.
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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: Please tick (✓) whichever applicable:- ONE TIME EMD / ONLY FOR THIS TENDER	
5	Validity of Offer	TO BE VALID FOR SIX MONTHS FROM DUE DATE	
		APPLICABILITY (BY BHEL)	ENCLOSED BY BIDDER
6	Whether the format for compliance with PRE QUALIFICATION CRITERIA (ANNEXURE-I) is understood and filled with proper supporting documents referenced in the specified format	Applicable	YES / NO
7	Audited profit and Loss Account for the last three years	Applicable	YES/NO
8	Copy of PAN Card	Applicable	YES/NO
9	Whether all pages of the Tender documents including annexures, appendices etc are read understood and signed	Applicable	YES/NO
10	Integrity Pact	NOT Applicable	YES/NO
11	Declaration by Authorised Signatory	Applicable	YES/NO
12	No Deviation Certificate	Applicable	YES/NO
13	Declaration confirming knowledge about Site Conditions	Applicable	YES/NO
14	Declaration for relation in BHEL	Applicable	YES/NO
15	Non Disclosure Certificate	Applicable	YES/NO
16	Bank Account Details for E-Payment	Applicable	YES/NO

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

BHEL PSWR
Notice Inviting Tender
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17	Capacity Evaluation of Bidder for current Tender	NOT Applicable/	YES/NO
18	Tie Ups/Consortium Agreement are submitted as per format	NOT Applicable	YES/NO
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 :

AUTHORISED SIGNATORY
(With Name, Designation and Company seal)

ANNEXURE 4: IMPORTANT INFORMATION

1. The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site (www.bhel.com) ---> Tender Notification -> List of Banned Firms)
2. All Statutory Requirements as applicable for this project shall be complied with.
3. Please take note of following Revised Tender Clauses:
 - i. Notice Inviting Tender: SI No 9
 - ii. General conditions of Contract: Clause No 1.15.13 (New), Clause No 2.8.3, 2.8.4 and 2.8.5

4. Broad Terms & Conditions of Reverse Auction

In continuation to Clause 19.0 of NIT (Notice Inviting Tender) following are the broad terms and conditions of Reverse Auction are given in Annexure V of NIT:

- 4.1. Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).
- 4.2. 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.
- 4.3. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
- 4.4. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit 'online sealed bid' in the Reverse Auction. Non-submission of 'online sealed bid' by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
- 4.5. 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.
- 4.6. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
- 4.7. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
- 4.8. Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
- 4.9. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for noncompliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.

-
- 4.10. Reverse auction will be conducted on scheduled date & time.
 - 4.11. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
 - 4.12. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
 - 4.13. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
 - 4.14. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the "Business Rules of Reverse Auction", which will be communicated before the Reverse Auction.
 - 4.15. 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/ aborted.
 - 4.16. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.

In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process

5. PVC is not applicable
6. Progress Monitoring, Monthly Review and Performance Evaluation of Vol-I BCD is not applicable. Separate Performance evaluation as per SAS format shall be considered for evaluation purpose.
7. Overrun compensation is not applicable
8. Interest bearing recoverable advances is not applicable
9. Quantity variation is not applicable
10. Extra works in man-hours is not applicable
11. Retention amount shall be 5% of the total contract value.

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TECHNICAL CONDITIONS OF CONTRACT (TCC)

BHARAT HEAVY ELECTRICALS LIMITED



TECHNICAL CONDITIONS OF CONTRACT (TCC) CONTENTS

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

1.0	Project Information
	<p>1) Purchaser : Gujarat State Electricity Corporation Limited</p> <p>2) Project Title : Erection & Commissioning of water wall burner panel assembly (four corners) of boiler unit no 3 at WTPS at Ta-Hasra Dist.-Kheda (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

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

SCOPE OF WORK

Annexure – I: Erection & commissioning of water wall burner panel assembly (four corners) of boiler unit no-3, WTPS

1. Obtaining permission from chief boiler inspector, Gujarat to start the work.
2. Permission of CIB, Gujarat & other formalities as per IBR act with submission of final report & approval of the same.
3. Transportation of new spare of burner panel assembly from GSECL, WTPS main store to site.
4. Erection of temporary platform/scaffolding outside/inside boiler for lifting/shifting of Burner panel assemblies from ground floor to the location as per requirement and sky climber is provided free of cost on returnable basis by M/s GSECL, it shall be erected, operated & dismantled by contractor.
5. For erection/Installation of Burner panels, if any of water wall or part of any Boiler component/structures is required to be cut these are to be re-installed & welded to its location along with the removal & re application of Insulation.
6. Removal of existing burners, coal pipes, bends & other associated items which are required to be remove the existing burner panels of all four corners in unit #3 & same will be re-erected & re-commissioned after completion of work.
7. Erection of all new four burner panel, ignitor assembly & its auxiliaries as per Drg and instruction of BHEL/GSECL Engineer In-charge.
8. Removal of existing burner panels of four corners by removing /cutting & shifting of associated water wall & fins, platforms etc. Removal of additional tubes of water wall to insert Burner panels in each four corner & edge preparation of all cut tubes of top & bottom elevation of Burner panel area.
9. All H.P. Joints are to be welded by IBR approved HP welder only and copy certificate of IBR welders are to be submitted. Dimensional check, fire ball & diagonal check just above and below Burner panel and correction if any.
10. You will have to provide Cup-Lock arrangement as per required elevation in furnace for diagonal, dimensional & fire ball check.
11. Welding of HP joints of burner panels to be carried out as per IBR procedure. Root run by TIG Welding and subsequently manual arc welding with suitable IBR approved electrodes (BHEL Approved).
12. Attachment welding & fin welding of water wall tubes & Burner panels of all four corners & skin casing work.
13. 100% Radiography of welded joints are to be carried out.
14. Repairing of defective joints noticed during radiography and hydro test, should be carried out within quoted rates. No Extra payment will be made for re-welding of defective joints repairing.
15. Radiography report submission along with subsequent developed films .Necessary approval from the CIB is to be obtained.
16. Hydraulic test should be conducted in the presence of Boiler Inspector of Gujarat & necessary clearance for lit up is to be obtained from CIB Gujarat.
17. Any relevant work connected to Burner panels work should be carried out at quoted rates only. Assistance in Fire bowl angle checking by BHEL Boiler expert by piano wire method & theodolite. Arrangement of piano wire & theodolite shall be arranged by contractor.
18. Re-application of insulation and fixing of cover plate which are removed for this work.
19. Temporary platform/scaffolding outside boiler erected by contractor, it should be removed before of hydraulic test activity and before handing over the Boiler for lit up.

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TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-II Scope of Works

20. Crediting of scrap/Burner panels assembly to main store.
21. Removed insulation which is not reusable is to be dumped at place shown by EIC immediately within the range of 2Km in TPS premises.
22. All tools tackles & lifting tackles with the consumables related to work with transportation of man & materials.
23. Time limit for the entire work is 20 days.
24. Contractor shall have emphasis that the works have to be completed within time limit in parallel work during AOH. Hence contractor has to co-ordinate with other contractors & prepares a plan to complete the work accordingly.
25. Any work related to erection & commissioning & putting the burner panel in service to be carried out within the quoted rate. No any extra payment shall be made.
26. Proper matching between burner block & burner panel in order to prevent air ingress in furnace.
27. Sky climber erection, operation & coupler arrangement as per requirement & dismantling after completion of work.
28. Contractor shall have to arrange sufficient manpower, T & P for round the clock work at the site to complete the work in stipulated time period (20days)

SCOPE OF WORK

Annexure - II Modification of Pilot Touch Region (Hole Position) for inserting ignitor assembly in new supplied burner panels during Erection & commissioning of water wall burner panel assembly (four corners) of boiler unit no-3, WTPS.

1. Obtaining permission from chief boiler inspector, Gujarat to start the work.
2. Permission of CIB, Gujarat & other formalities as per IBR act with submission of final report & approval of the same.
3. Removal of fin at required pilot touch region and its adjacent area & Cutting of tubes (Approx 12 Nos. & 900MM length) from all four burner panel
4. Tube cutting should be done by only grinding wheel & after removal of fin it should be smoothed as per instruction of Engineer In charge.
5. Gap (Pilot Touch Region-Length 420MM & Wide 50MM) should be maintained for proper insertion of ignitor assembly as per BHEL Drawing.
6. Same Tube will be used for the modification of Pilot Touch Region in burner panel by rotation of tube axis as required.
7. If bending of tubes (12 Nos.) required for modification it will be carried out by contractor at their own cost.
8. All H.P. Joints (Approx 24 Nos. Joint) are to be welded by IBR approved HP welder only and copy certificate of IBR welders are to be submitted.
9. 100% Radiography of welded joints are to be carried out.
10. Welding of HP joints of burner panels to be carried out as per IBR procedure. Root run by TIG Welding and subsequently manual arc welding with suitable IBR approved electrodes.
11. After modification fin/attachment welding will be done by contractor.
12. Repairing of defective joints noticed during radiography and hydro test, should be carried out within quoted rates. No Extra payment will be made for re-welding of defective joints repairing.
13. Modification shall be done at ground floor before lifting the burner panel or before start the burner panel E&C work & it should not affect the completion time of E&C of burner panel work.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-III Facilities to be provided by GSECL/BHEL on chargeable basis

A. Facilities to be provided by GSECL/BHEL on chargeable basis

1. Workshop facility with operator will be free of cost if available with GSECL.
2. Structural materials required for temporary support on returnable basis to be transported from stores if available.
3. Water supply, Electrical power & service air will be given free of cost.
4. Accommodation in GSECL Town ship on chargeable basis if available.
5. Medical facilities to the extent available in GSECL
6. Sky climber material shall be given free of cost by GSECL on returnable basis, if required.

B. Additional facilities to be provided to Contractor by BHEL/GSECL on chargeable basis.

1. Quarters for your staff during the period of work on chargeable basis by GSECL if available.
2. Facilities of structural supports (i.e MS Scrap material) etc will be provided if available with GSECL.
3. **(Clearance from statutory authority like Boiler Inspectors shall be obtained by you till Hydro test of boiler).**
You will be provided 415V, 3 ph. 50 c/s electric power connection near to the site and distribution shall be taken care of by you. Power supply for work shall be provided free of cost.
4. Special T&P's supplied along with equipment.
5. Workshop facility with operator as per availability with GSECL WTPS.
6. Electrical isolation of main equipments of safety of work will be carried out by GSECL

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-IV Time schedule

4.0 PERIOD OF COMPLETION:

The entire work of overhauling shall be completed within a period of 20 days (for the entire scope of work).

4.1 Expected date of commencement:

The tentative shutdown of Boiler is scheduled in the Second week of Feb'14. However exact date of Boiler shut down will be intimated on getting confirmation from Ukai GSECL for starting of pre-shutdown activities, which do not require shutdown and work to start immediately thereafter.

4.2 Mobilization of site:

The requisite men / material / equipment / T&P etc. have to be mobilized immediately on placement of our letter of intent and getting the confirmation from us.

4.3 Validity:

Your offer should remain valid for 06 months from the date of opening of the tender.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-V Payment terms

5.0 Payment Terms

Payment will be released on completion of activities as below

1. 30% On completion of dismantling work.
2. 50% On completion of entire work of erection/replacement.
3. 10% On successfully commissioning of the boiler.
4. 10% After one month of Boiler light up.

Note: While submitting invoices, Vendor should mention their Bank Account No. on each of their Invoices for making e-payment.

5.1 RATES:

1. Bidders should quote their lowest and most competitive lump sum rate for carrying out Overhauling as mentioned in the scope of work including supply of chemicals/ consumables etc. The envelope should clearly be marked as "Price Bid".
2. Contractor has to carry out without any charge to BHEL any activity/activities, which are not specially indicated in the scope but are essential for completing the works and to achieve a good standard of quality of work in to trial run and operation.
3. In case of defective workmanship or worsening of performance is noticed during trial run, rework arising due to the above shall be the liability of the contractor and no extra charges shall be paid by BHEL for such work at time convenient to the principal customer.
4. Any rework arising due to breaking of any part/hardware during the execution of work the above shall be the liability of the contractor and no extra charge shall be paid by BHEL for such work at time convenient to the principal customer.
5. The rate quoted by the bidders shall be inclusive of all taxes, duties Sales Tax, CST, VAT, transportation of chemicals, etc. at site and insurance
But rate quoted shall be exclusive of Service Tax. Service Tax as applicable shall be reimbursed on submission of the following documentary evidence:
 - Claim for reimbursement of Service Tax.
 - The claim should indicate clearly the serial number of document, date of issue, description and value of the service on which Service Tax is claimed
 - The Service Tax paid along with challan copy.
 - Service Tax Registration No.

5.2 EXTRA/ ADDITIONAL WORKS:

In case BHEL decides to do any additional work by engaging your manpower, then average man-hour rate (inclusive of your profit, overhead, supervision, normal T&P and consumables) @Rs.60/- will be paid. The same rate is applicable for overtime hours also. Alternatively BHEL may also offer to carry out the extra/additional work on lump sum rate basis, the discretion of operating the basis of man-hr rate or lump sum rates lies with BHEL. The lump sum rate will be decided on mutual agreement between the subcontractor and BHEL.

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

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VI FACILITIES & AMENITIES TO BE ARRANGED BY CONTRACTOR

A. FACILITIES AND AMENITIES TO BE ARRANGED BY CONTRACTOR

1. General area lighting only will be provided to contractor. Local lighting as required to be arranged by contractor as his own cost.
2. Compressed air supply will be made available at one point only in TG-00 meter level. All other arrangement and accessories to be arranged by contractor at his own cost like pipe valves etc.
3. Contractor has to make necessary arrangement of accommodation for their staff at site.
4. Contractor has to make his own arrangement for transport of his own staff from residence to site and back. Similarly they have to arrange for transportation of material at site.
5. Required space near to the work spot will be provided for storing of materials and T&P but erection of temporary covering/cordoning is the responsibility of contractor only.
6. Scaffolding materials/cup-lock to be arranged by contractor.
7. All Normal T & P Like Welding sets, grinders, safety belts and PPE, hand tools, motor operated which pully, puller and lifting machines, cutting and brazing torches, safety appliances, TIG Welding equipment with consumables etc., are to be arranged by party
8. All general purpose welding electrodes, special welding electrodes for different metals are to be arranged by the party at his own cost.
9. Transportation (Hydra, crane, truck & trolley etc.) is to be arranged by the contractor for materials/components from sites to work and back. Also transportation of scrap materials to stores and scrap yards to be arranged by the contractor.
10. Contractor should arrange for cleaning of working area.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VII T&Ps and Consumables to be provided by Contractor

7.0 TOOLS AND TACKLE:

7.1 LIST OF TOOLS AND PLANTS TO BE ARRANGED BY CONTRACTOR

1. Welding Generator sets with regulator, cables, electrodes, holders and shields etc.
2. Pulley Blocks- Single Sheave, Multi Sheave.
3. Grinding Machines.
4. Chain pulley blocks- Assorted size – as required.
5. Sets of DE and Ring spanners (6-15mm). Measuring steel tapes (3-5 meters).
6. Spirit Level Precision spirit level (with micro head).
7. Sets of box spanners (6-20mm and 22-50mm).
8. D.P. test kit (with consumable).
9. Crowbars, tin cutters, pliers (cutting plier /nose plier circlip-outside and inside)
10. Screw drivers.
11. Hammers including sledge hammers - 10 lbs - 1 lbs.
12. Drilling machine with magnetic stand up to 30mm with drill bits.
13. Lifting devices - Eye bolts, D-shackles, Slings of various sizes, guide roads etc.
14. Torch light/hand lamps with cables.
15. 230/24V Transformer with cable and 24V bulbs.
16. Manila Rope of different size.
17. Wooden sleepers.
18. Safety helmets, Safety Belts and other appliances like gas cutting/welding goggles.
19. Tarpaulins.
20. Electrode Heating Oven.
21. Thermo Chalks.
22. Insulating coils for preheating/post heating.
23. Stress relieving equipment.
24. Radiography evaluation kit.
25. Grinding machine NQ1/FF2.
26. Chamfering machine.
27. Tri square.
28. Vernier calipers (0 to 300 mm).
29. Allen keys of various sizes (from 2mm onwards).
30. Screw drivers and sledge hammers - 10 lbs - 1 lbs.
31. Slogging and single ended spanners (36mm & above).
32. Adjustable wrenches, pipe winches and heck saws.
33. Files - flat round, half round and square rough and smooth (sizes 6" and 12")
34. Bench grinders, straight grinders (GQ4 & GQ6 angle grinders).
35. Number punch, letter punch, centre punch and hole punches etc.
36. Steel wire brushes, wire brush wheels, nylon wire brushes and painting brushes.
37. Hand gloves asbestos, manila rope, asbestos cloth, leather and rubber gloves.
38. Set of needle files.
39. Air blower-electric.
40. Electric drills 1/4", 1/2", 5/8".
41. Ball pen hammer of various sizes, Chisels of various sizes.
42. Gas cutting and heating set with torches, regulators, hoses and cylinder(min. 6 sets).
43. Pneumatic grinder, hose pipes for compressed air bench vices.
44. Hydraulic jacks and mechanical jacks.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VII T&Ps and Consumables to be provided by Contractor

45. Electric switch boards and flood light arrangements with fuse boxes and isolating switches, plugs and sockets.
46. In addition to above T&P contractor will be required to fabricate related to the scope of work.
47. Pedestal fans/air coolers, wooden sleepers, magnifying glass, plastic helmets, fibre helmets, gas cutting/welding goggles, tarpaulin.
48. Necessary scaffolding materials have to be arranged by contractor for platform near turbine and sand blasting.

Note: The above list is only indicative and not exhaustive. Arrangement for any other T&P required for the timely completion of the job shall be the responsibility of the contractor and shall be arranged by him if the measuring instruments & tools shall be duly calibrated and recent certificate to that effect should be submitted to our Resident Manager/Engineer before the start of work.

7.2 GENERAL CONSUMABLES TO BE ARRANGED BY CONTRACTOR

1. Kerosene.
2. Rustolene.
3. Petrol/white petrol/benzene/CRC-226.
4. Grease/Graphite grease.
5. Hacksaw blades.
6. Waste cloth/cotton.
7. Marking/lint free-cloth/muslin.
8. Asbestos cloth/asbestos cord.
9. Prussian blue.
10. Graphite (Banked) powers/ molycote/ Mosil.
11. Cardium compound.
12. Hold tight/shellac/gasket sealing compound.
13. Lead wire 1.0 mm/1.5 mm/0.5 mm.
14. Liquid soap.
15. Carborundum grinding paste coarse/fine/diamond lapping paste.
16. Emery papers/rolls.
17. Cut off wheels.
18. Grinding wheels.
19. Oil stones, mounted wheels, rotary cutters.
20. DP/MPI test chemicals in ample quantity.
21. Gas cylinders for cutting/welding.
22. Chalk pieces, marking pens, thermo chalks upto 400° C.
23. Insulation tape, Johnson tapes
24. Polythene sheets.
25. Araldite, M-seals, Insta-bond, Dentrith.
26. Electric fuse wire, cables for the connections.
27. Material for blast cleaning purpose (A1203, sand or ash etc).
28. Silicone compound paste (Silastic compound) 04 bottles.

Note: The above list is only indicative and not exhaustive. Arrangement for any other consumables required for the timely completion of the job shall be the responsibility of the contractor and shall be arranged by him within his quoted rates.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

ChapterVIII- QUALITY REQUIREMENT

8.0 QUALITY REQUIREMENT:

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

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-IX General

9.0. LAISON WITH ALL STATUTORY AUTHORITIES :

- a) Compliance of IBR & other statutory provisions as required at site, whether mentioned in this contract or not shall be binding on the contractor.
- b) If there is any change in labour laws after the contract has been awarded, then the new law shall automatically be binding on the contractor.
- c) No additional financial compensation shall be paid by BHEL to the contractor on account of increased expenditure caused by a) and b) above.

9.1. SUBMISSION OF DOCUMENTS :

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

- 1.0 Test certificates of Pulling and Lifting machines / appliances.
- 2.0 Details of workers to be deployed with name, address and category.
- 3.0 Details of supervisory staff to be deployed.
- 4.0 Authorization for receipt of materials and for signing of Measurement Books etc,
- 5.0 Details of approved HP Welders with certificate copies.
- 6.0 Labour license specific to the contract.
- 7.0 List of T&P brought into plant premises along with their serial numbers and dates/years of purchase.
- 8.0 List of consumables brought into plant premises along with their serial numbers and dates/years of purchase, along with test certificates wherever applicable.
- 9.0 Insurance policy for the workers to be deployed in this contract.
- 10.0 Safety undertaking.

The contractor shall submit following documents in report form within 15 days from commissioning of unit after erection work is completed

- 1.0 Details of work executed.
- 2.0 Measurements against different schedules in compiled form.
- 3.0 Material issue details.
- 4.0 Material consumption details.
- 5.0 Material return details.
- 6.0 Copies of pay sheets to workmen.
- 7.0 Details and proof of remittance of PF to workmen (before final bill).
- 8.0 No dues clearance from GSECL

9.2 Statutory Inspection

Please refer cl. 2.8.3 of 'General and Special Conditions of Contract'. In addition to it the scope includes getting the approvals from the statutory authorities (like IBR, smoke nuisance inspector, anti-pollution authorities, labour officials).

9.3 Quality:

Please refer to annexure – VIII enclosed herewith.

9.4 Safety:

BHEL-PSWR

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-IX General

Strict Safety measures have to be followed at Site.

Ref. Annexure VII, Contractor shall also adhere to all the safety provisions of our customer. In case violation of any provision at site fine of Rs.500/- to Rs.2000/- at the discretion of our site in-charge shall be imposed for each of such occasion and shall be recoverable from the contractor's bill.

9.5 Defect liability period:

Two months from the date of commissioning of the unit. Clause 2.13 of general and special conditions of contract stands modified to that effect, keeping remaining portion of the clause unchanged.

9.6 Security Deposit

Please refer Clause no. 1.8 to 1.8.9 of our "General and special conditions of contracts".

9.7 Other terms and conditions

- 1.0 A copy of tender document with each page duly signed and stamped shall be submitted along with your offer as a token of your unconditional acceptance to this tender condition. Also any deviation to the tender conditions shall be submitted in a separate paper duly signed by the bidder, any overwriting / correction by the bidder on the tender will not be recognized and the offer may be rejected on this ground.
- 2.0 'General and special conditions of contract' enclosed herewith will be fully applicable, except otherwise stated in this enquiry. In case of any conflict, the conditions specified in this enquiry letter will prevail over that of the 'General and special conditions of contract'.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-X- SPECIAL TERMS AND OTHER CONDITIONS

10.0 TERMS AND CONDITIONS:

- 1.0. Subcontractor should assure that the repair of the equipment covered in the scope of this offer will be conducted with the best of skills and know how available with Subcontractor and in conformance with the clearances and adjustments set forth in manufacture's drawing instruments and other information's furnished to Subcontractor.
- 2.0. The various setting, clearances, adjustments and benchmarks will be restored to the extent possible during rectification to the condition as per the erection and commissioning log sheets available with customer. If however we are not able to produce erection / commissioning log sheets, efforts will be made to attend the best possible parameter or the conditions as observed at the time of dismantling of the equipment in consultation with us.
- 3.0. Subcontractor must prepare PERT CHART/BAR CHART. Daily monitoring will be done jointly and log sheets of important activities should be noted down and signed jointly.
- 4.0. All the works shall be carried out as per the instructions and to the satisfaction of the Engineer In-charge.
- 5.0. The contractor will attend contributory to faulty and poor workmanship during commissioning and trial run of the equipment.
- 6.0. Guarantee / Warrantee: The work carried out shall be guaranteed for the **Twelve months** from date of commissioning towards performance of the machine. Subcontractor will have to give guarantee for the work carried out under the scope of work. Subcontractor will attend any failure on account of poor workmanship free of cost on priority. The sub-contractor has to mobilize and attend the work as per customer shutdown programme.
- 7.0. Round the clock working under expert supervision shall be ensured by the contractor deploying two equal parallel strength of groups in 12 hrs. Shift with equal T&P for all the jobs so as to complete the work in stipulated period or earlier.
- 8.0. It is the responsibility of contractor to keep the plant, equipment, machinery and surrounding area clean.
- 9.0. The names of working persons like Site in-charge, supervisors, foreman, main fitters to be deployed during the job with full details has to be submitted stating their area of work and experience and specialization of the work to site in-charge before the start of work. BHEL may ask to change/delete the person not found suitable for the work at any point of time during execution of job. For any addition and deletion of the working person prior permission from BHEL shall be taken.
- 10.0. Subcontractor has to ensure that all the key persons must continue till completion of job i.e. machine comes on load. Subcontractor manpower should remain at site for a period of **3 days** after the commissioning of boiler.
- 11.0. Subcontractor should get registered under relevant sales tax and or work contract Act (VAT) where the jobs are executed.
- 12.0 Scrap and insulation etc. is to be shifted to scrap disposal area as indicated by the Engineer-in-charge on regular basis.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-X- SPECIAL TERMS AND OTHER CONDITIONS

- 13.0 Adequate quantities of consumables like Argon, Oxy- Acetylene gases and welding electrodes as required along with cutting/welding set / argon welding sets shall be arranged by the contractor.
- 14.0 If the duration of work continues beyond stipulated period due to any reason, no claim for compensation will be entertained.
- 15.0 The contractor will be responsible to pay the damages to the property of Board or individual caused by his worker during the course of contract. If the contractor fails to pay the same it will be recovered from his bill.
- 16.0 No compensation claimed for idle labor for any reason will be entertained by BHEL.
- 17.0 Successful bidder is to obtain necessary "No Dues" certificate before de-mobilization from site.
- 18 Successful bidder has to arrange 05 copies of report which will include various protocols with necessary data/ MOMs / important correspondences / log sheets ect. and the book shall be spiral bound with thick acetate papers in front and back along with BHEL logo printed suitably on thick art paper at the front.
- 19.0Accommodation for the sub-contractor's manpower will be provided if made available by the customer as per the applicable charges.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-XI- Taxes & Duties

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

11.1. For All types of works excepting works covered under sl no 11.2

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.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-XI- Taxes & Duties

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.

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.