

Rev 01
1st Jun
2012

NOTICE INVITING TENDER

(Document No PS:MSX:NIT)

Bharat Heavy Electricals Limited



Ref:

Date: --/--/----

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NOTICE INVITING TENDER (NIT)

NOTE: BIDDER MAY DOWNLOAD FROM WEB SITES

OR

PURCHASE TENDERS FROM THIS OFFICE ALSO

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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	BHEL/NR/SCT/ LALITPUR/AUX. BOILER/967
ii	Broad Scope of job	"Hiring of Auxiliary Boiler for Unit I of 3X660 MW Lalitpur STPP ,M/s LPGCL"
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	<ol style="list-style-type: none"> 1. <u>Sale from BHEL PS Regional office at :</u> Start : 15.08.2014 , Time :0900 Hrs (IST) Closes: 01.09.2014 , Time : 1200Hrs (IST) 2. From BHEL website (www.bhel.com) Tender documents will be available for downloading from website till due date of submission Applicable/
v	DUE DATE & TIME OF OFFER SUBMISSION	Date : 01.09.2014 , Time :1500 Hrs (IST) Place : BHEL-PSNR-Noida Applicable
vi	OPENING OF TENDER	Date : 01.09.2014 , <i>(within 2 hours of the latest due date and time of offer submission).</i> Applicable

		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	
vii	EMD AMOUNT	Rs 2,00,000/-	Applicable
viii	COST OF TENDER	Rs 2000/-.	Applicable
ix	LAST DATE FOR SEEKING CLARIFICATION	Date: 27.08/2014 Along with soft version also, addressing to undersigned & to others as per contact address given below	Applicable
x	SCHEDULE OF Pre Bid Discussion (PBD)		Not applicable.
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)		Not Applicable
xii	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com -->Tender Notifications →View Corrigendums) and not in the newspapers . Bidders to keep themselves updated with all such information	

- 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 Noida 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 Noida, 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 Noida. 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>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>ENVELOPE – II superscribed as: PART-I (EMD/COST of TENDER) TENDER NO : NAME OF WORK :</p>	

	PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING:-	
i.	1. Earnest Money Deposit (EMD) in the form as indicated in this Tender OR Documentary evidence for 'One Time EMD' with the Power Sector Region of BHEL floating the Tender 2. Cost of Tender (Demand Draft or copy of Cash Receipt as the case may be)	

	PART-II	
	PRICE BID consisting of the following shall be enclosed	
	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 Assessment of Capacity of Bidders:Not Used

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

with supporting documents.

- 22.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 23.0 **Not Used**
- 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 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.
- 27.0 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 RA.

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.”

Information and General Terms and Conditions governing RA shall form part of the RFQ/ Enquiry.

- 28.0 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.
- 29.0 **Micro and Small Enterprises (MSE)**
Any Bidder falling under MSE category, shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer

Type under MSE	SC/ST owned	Others
Micro		
Small		

Note: - If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.

MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM-II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with attested copy of a CA certificate (format enclosed as Annexure – 3 where deemed validity of EM-II certificate of five years has expired) applicable for the relevant financial year (last audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.

- 30.0 Order of Precedence

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

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

for BHARAT HEAVY ELECTRICALS LTD
(SCT)

Enclosure

- 01. Annexure-1: Pre Qualifying criteria.
- 02. Annexure-2: Check List.
- 03. Annexure-3: Chartered Accountant certificate for MSMED
- 04. Other Tender documents as per this NIT.

ANNEXURE - 1**PRE QUALIFYING REQUIREMENTS**

JOB	“Hiring of Auxiliary Boiler for Unit I of 3X660 MW Lalitpur STPP ,Ms LPGCL”
TENDER NO	BHEL/NR/SCT/ LALITPUR/AUX. BOILER/XXX

S. NO.	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Name and Description of qualifying criteria	Page no. of supporting document
A	Submission of Integrity Pact duly signed	Not Applicable	
B	Assessment of Capacity of Bidder to execute the work as per sl. no. 9 of NIT	Not Applicable	
C	<p><u>Technical</u></p> <p>B.1 Bidder should have experience of successful completion of any one of the following during last seven (07) years ending last day of the month previous to the one in which tender is invited :-</p> <p>C.1.a) Three (03) similar completed works costing not less than the amount equal to Rs 324 Lacs.</p> <p>C.1.b) Two (02) similar completed works costing not less than the amount equal to Rs 405 Lacs</p> <p>C.1.c) One (01) similar completed work costing not less than the amount equal to Rs 648 Lacs.</p> <p>C.1.d) Bidder should have executed at least one job of E/T/C of Boiler of total capacity minimum 20 T/hr (overall at one station) LDO/HSD fired or above capacity on hire basis. Bidder shall submit ownership certificate of the boiler.</p> <p>C.1.e) Bidder should be a Boiler manufacturer and has executed at least two supply order of capacity minimum 20 T/hr LDO/HSD fired Boiler.</p> <p style="text-align: center;">AND</p> <p>C.2 Bidder shall give undertaking that he would make available the Boiler as per the specifications & schedule given in the tender enquiry.</p>	Applicable	

D	<u>Financial</u>	Applicable	
D1.1	<u>TURNOVER</u> Bidders should have an average annual financial turnover of minimum Rs 243 Lacs during last three financial years i.e. 2010-11, 2011-12 and 2012-13. The bidder shall submit audited annual accounts (balance sheets and profit & loss account) in support of this.		
D1.2	<u>Net worth:</u> Net worth of bidders based on the latest audited accounts, as furnished for D 1.1 above, should be positive.		
D1.3	<u>Profit:</u> Bidder must have earned cash profit in any one of the three financial years as applicable in last three years defined in D 1.1 above based on latest Audited accounts. (Relevant documents, meeting above requirements at C & D, shall be submitted by bidders.)		
E	Approval of Customer	Not Applicable	
F	Consortium criteria	Not Applicable	
<u>Explanatory Notes for QR 'C'</u>			
<ol style="list-style-type: none"> 1. Relevant documents, meeting above requirements shall be submitted by bidders. 2. "Executed" means, the bidder should have completed the job specified in the Technical criteria of PQR. 3. If the qualifying work is completed in the Seven (7) years period specified above, even if it has been started earlier, the same will also be considered meeting the qualifying requirements. 4. Bidder should furnish work order, job completion certificate for the same. 5. Bidder shall submit maker certificate regarding specification of Boiler. 6. "Similar work" means work of providing Boiler on hire basis for power plant /Industrial use, whose ownership belongs to bidder. 			

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

ANNEXURE - 2**CHECK LIST****NOTE:- Tenderers are required to fill in the following details and no column should be left blank**

1	Name and Address of the Tenderer		
2	Details about type of the Firm/Company		
3.a	Details of Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
3.b	Details of alternate Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
4	EMD DETAILS	DD No: Date : Bank : Amount: Please tick (<input type="checkbox"/>) 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/Not Applicable	YES/NO
8	Copy of PAN Card	Applicable/Not Applicable	YES/NO
9	Whether all pages of the Tender documents including annexures, appendices etc are read understood and signed	Applicable/Not Applicable	YES/NO
10	Integrity Pact	Applicable/Not Applicable	YES/NO
11	Declaration by Authorised Signatory	Applicable/Not Applicable	YES/NO
12	No Deviation Certificate	Applicable/Not Applicable	YES/NO
13	Declaration confirming knowledge about Site Conditions	Applicable/Not Applicable	YES/NO
14	Declaration for relation in BHEL	Applicable/Not Applicable	YES/NO
15	Non Disclosure Certificate	Applicable/Not Applicable	YES/NO
16	Bank Account Details for E-Payment	Applicable/Not Applicable	YES/NO
17	Capacity Evaluation of Bidder for current Tender	Applicable/Not Applicable	YES/NO

18	Tie Ups/Consortium Agreement are submitted as per format	Applicable/Not Applicable	YES/NO
19	Power of Attorney for Submission of Tender/Signing Contract Agreement	Applicable/Not Applicable	YES/NO
20	Analysis of Unit rates	Applicable/Not 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 - 3**Certificate by Chartered Accountant on letter head**

This is to Certify that M/S ,
 (hereinafter referred to as 'company') having its registered office at
 is registered under MSMED Act 2006, (Entrepreneur
 Memorandum No (Part—II) dtd:..... ,
 Category: (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per
 the latest audited financial year..... as per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost
 excluding land and building and the items specified by the Ministry of Small Scale Industries vide
 its notification No. S.O.1722(E) dated October 5, 2006:
 Rs.....Lacs

2. For Service Enterprises: Investment in equipment (original cost excluding land and building
 and furniture, fittings and other items not directly related to the service rendered or as may be notified
 under the **MSMED Act, 2006:**
 Rs.....Lacs

(Strike off which is not applicable)

The above investment of Rs.....Lacs is within permissible limit of
 Rs.....Lacs for Micro / Small **(Strike off which is not applicable)**
 Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/Small) (Strike off which is not
 applicable) and the date of graduation of such enterprise from its original category is
 (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from
 its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette
 notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant

GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION (RA)

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).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. 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.
3. 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. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. 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 non-compliance 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.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. 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, as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. 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.
12. 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.

13. 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.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1(s) bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

ANNEXURE – 4**Authorization of representative who will participate in the on line Reverse Auction Process;**

1	NAME & DESIGNATION OF OFFICIAL	
2	POSTAL ADDRESS (COMPLETE)	
3	TELEPHONE NOS. (LAND LINE & MOBILE BOTH)	
4	FAX NO.	
5	E-MAIL ADDRESS	
6	NAME OF PLACE/ STATE/ COUNTRY, WHEREFROM S/HE WILL PARTICIPATE IN THE REVERSE AUCTION	

TECHINICAL CONDITIONS OF CONTRACT (TCC)

**ERECTION, TESTING, COMMISSIONING, OF AUXILIARY BOILER
TO BE PROVIDED ON HIRE BASIS WITH OPERATION AND
MAINTENANCE FOR UNIT#1 AT 3X660 MW LALITPUR TPS OF
LPGCL AT LALITPUR, U.P**



**Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
Power Sector – Northren Region,
Plot No. 25 , Sector - 16A ,
Distt. GautamBudh Nagar, NOIDA – 201 301 (INDIA)**

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TENDER NO. BHEL/NR/SCT/ LALITPUR/AUX. BOILER/967

Chapter - 1: Project Information

Name of the Owner	: LALITPUR POWER GEN. CO. LTD. OF BAJAJ HINDUSTHAN LTD.
Address	: 3X660MW SUPER CRITICAL TPP at Mirchwara and Buraugaon near Utaririver, Lalitpur,U.P.
New Installation	: 3 x 660 MW
Nearest Railway station	: Lalitpur railway station (37 kms from site) on Jhansi – Bhopal line
Nearest Road	: Approach to site from NH which about 23 km from Bansi on NH-26 connects Jhansi and Sagar
Nearest City	: LALITPUR
Nearest Airport	: GWALIOR AIRPORT (186 km)
Highest Temperature	: 45.1 C ⁰
Lowest Temperature	: 1.9 C ⁰
Relative Humidity	: 87% maximum 22% minimum
Seismic Zone	: III

2.0 SCOPE OF WORK:

The scope covers providing of portable Auxiliary Boiler of minimum capacity – 40 T/hr for five months and 20 T/hr for four months @250 deg c at pressure of more than 16 BAR operating on LDO to be installed /used at Lalitpur site, U.P.as per detail in Scope.

The auxiliary Boiler shall be provided with operator, helper, operation & maintenance staff & all other consumable except fuel, electricity and DM water on fixed monthly hire charges basis with separate mobilization and demobilization & running charges for a period of 05 months.

Technical specification for Auxiliary Boiler

Specification of boiler

Capacity: 40 T/hr for five months
20 T/hr for four months

Temperature @ 280°C

Pressure: more than 16 Bar

Fuel : LDO/ HSD

- 2.1 **Interested parties are requested to visit BHEL LALITPUR Site to see the site conditions before submitting their offer.**
- 2.2 **For unloading, Assembly, dismantling & erection BHEL may provide suitable capacity crane of 135 MT/250 MT available at site depending on availability ,on sharing basis free of charge except fuel which has to be arranged by them. Any other requirement of T&P apart from these cranes shall be in scope of contractor within the quoted rates.**
- 2.3 The contractor shall execute the work in most substantial and workmanlike manner. The materials and equipment of BHEL by the contractor shall be handled with care and diligence.
- 2.4 Operation, Maintenance and All Consumables except fuel, electricity and DM water (which shall be provided by Customer) required for regular daily running of the Aux Boiler as per the working hours mentioned are to be provided by the Contractor.
- 2.5 The agency should provide adequate number of Operators, Helpers and Maintenance personnel to ensure Trouble-free uninterrupted Operation, Services and Maintenance of the Aux Boiler at Site. In case the Contractor fails to provide the required Consumable etc. in time, BHEL reserves the right to supply the same and deduct the Cost from Contractor's Bill.

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- 2.6 Contractor shall furnish the layout scheme, GA drawing and the P&ID diagram and IBR certificate as applicable of the portable auxiliary boilers for information along with the technical bids for information.
- 2.7 Contractor shall provide all manpower, welding machines, small tools, slings, D-shackles etc. required for handling at site, erection, pre-assembly, alignment, welding, pre-commissioning & commissioning and operation of these auxiliary boilers. It may be specifically noted that BHEL shall not provide any other T&Ps other than the cranes required for handling & lifting works as per Chapter V.
- 2.8 Arrangement of the all materials including steel structure, shed sheets etc as required for aux. boiler erection / commissioning, their fabrication and erection etc shall be in Contractor scope.
- 2.9 Civil works for foundations including necessary excavation and supply of required material like cement, steel etc. complete shall be in Contractor scope.
- 2.10 Contractor shall take care of the materials, components and tools, incidentals bought at site and shall be responsible for watch & ward and safe custody of properties at site. BHEL shall not be held responsible on account of any loss of these items at site during execution of the job. Unloading / stacking at specified place within plant and shifting to aux boiler erection place shall be Contractor scope. Dismantling on completion of work and reloading shall also be in Contractor scope.
- 2.11 Contractor shall inform BHEL about the requirement for civil foundations space requirement for the boilers, chimney & any other equipments including boiler control panels and other inputs like DM Water, Start-up power & LDO within 20 (twenty) days from the issue of the LOI. Relevant drawing, details to be provided by the agency within 20 (twenty) days of receipt of the letter of intent. Agency engineer is required to visit Lalitpur site to see the proposed location for foundation for fixing of aux boiler.
- 2.12 Contractor shall also supply and erect the Main Steam Pipes including, steam traps, all fittings & bends etc. required for supply of steam to the user point of the Main boilers within the accepted price. The supply and application of the necessary insulation for this MS line is included in the scope of work within the quoted rates.
- 2.13 Contractor shall also supply and erect required materials for DM water, service and instrument air lines as required to draw from customer terminal points.
- 2.14 All consumables like grease, lubricants, welding electrodes, cutting gases (DA, oxygen etc) etc. required for construction & pre-commissioning, commissioning and operation of the auxiliary boilers shall be arranged by Contractor at their own cost within the quoted rate.
- 2.15 Contractor has to note that BHEL / client shall supply Fuel / LDO required for pre-commissioning /commissioning and operation of the aux. Boilers.
- 2.16 Following works are in Contractor scope. Contractor has to include the same within accepted price:

(Laying of LDO Lines)

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(i) Pipe line from clients (LPGCL) terminal point to Aux. Boiler LDO tank- approx. 100metre length.

(ii) Laying of DM water line from clients (LPGCL) terminal point to aux. Boiler DM water tank approx 50 metre.

(iii) Laying of Main steam line from Aux. Boiler to user point – approx.250 metre.

All distance mentioned above are indicative only. The actual requirement shall be complied by Contractor for completion of the job wit in the quoted rate.

2.17 Contractor shall provide necessary insulation materials for insulation of the boiler and its ducting, chimney etc and do the necessary application at site as required for successful commissioning of the boiler.

2.18 Contractor shall draw power from the point indicated by BHEL / LPGCL and lay cables as per requirement for using this for construction.

2.19 Contractor shall obtain clearance from local Boiler Directorate for operation of the auxiliary boilers.

2.20 Towards fulfilment of the relevant Safety & Statutory norms including IBR clearances, Contractor is required to submit valid test certificate for the Aux. Boilers to be deployed & operated at site at site.

2.21 On deployment, required test is to be conducted at site for which necessary materials shall be provided by Contractor within the accepted price. Local transportation of all materials shall be in Contractor scope

2.22 Indicative Manpower required for O&M of Boilers is as below:

Qualified Boiler Operator: one per Boiler

Electrician: Two for all Boilers

Fitter- Two For all Boilers

Rigger: Three per Boiler

IBR Welder/Tack Welder: One/Boiler

Helper-Four/Boiler

****Above manpower cost shall be included in quoted rates and is indicative only.***

Contractor has to mobilize as per requirement given by Construction Manager/Lalitpur Site.

2.23 Maintenance activities in the Boiler shall be done by the Contractor during Recess Period so that no working day is lost for outage of the Boiler. However, any Breakdown/Repair of the Boiler shall be immediately attended by contractor at his own risk & cost. The contractor is to maintain stock of adequate Spares & Consumables with the required Tools & Tackles at Site for this purpose.

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- 2.24 A Log book giving full operation/maintenance/downtime if any details shall be maintained by the Contractor at Site and regularly endorsed by the BHEL Site Engineer through his signature on daily basis or as per the site procedure.
- 2.25 In case of operator's absence, the contractor shall arrange alternate qualified Boiler operator immediately for continuation of Site work so as not to hamper the time scheduled as per commissioning program.
- 2.26 Necessary Insurance Coverage for the Boiler including Third Party liability and for the workmen (covering Workmen's Compensation Act) engaged by the Contractor are to be taken at his cost and copy of the same should be submitted to BHEL at Site before work commencement. If any accident/injury occurs to any other persons/public due to proven negligence/non-adherence to relevant safety and other precautions on the part of Contractor/it's employees, the contractor shall remain liable to pay necessary compensation and other expense, as decided by appropriate authorities. The Contractor shall follow and comply with all Safety Rules of BHEL and their customer, relevant provisions of applicable laws pertaining to the safety of workmen, employees, plant and equipment as may be prescribed from time to time without any demur, protest or contest or reservation. In case of any conflict between statutory requirement and Safety Rules of the Client referred above, the later shall be binding on the Contractor unless the statutory provisions are more stringent.
- 2.27 Any loss or damage to BHEL or Customer's property due to negligence of the crew employed by the contractor is attributable to the Contractor, BHEL shall not be responsible for any accident/injury to the Contractor's Crew/staff during operation or otherwise. Contractor has to assume full responsibility of the safety of their crew/staff and to comply with the security/safety regulations of BHEL and others at site.
- 2.28 BHEL shall provide space free of cost to the contractor at Site, where they are to maintain a shed/container for working facility of their personnel and keeping/storing of their required hand tools, spares, slings, consumables etc. as necessary.
- 2.29 Contractor has to make their own arrangement for Accommodation, Transport and other amenities like Medical etc. for their crew/staff at Site at their own cost.
- 2.30 All the statutory requirements as called for by the Labour Laws and other statutory authorities are to be met by contractor and proof of compliance should be made available to BHEL.
- 2.31 Contractor shall have to arrange entry gate passes for their crew/staff at the Construction Plant Site. Necessary support in regard to forwarding of documents shall be given by BHEL.
- 2.32 Electrical Power for illumination for Contractor Boiler Operation/Maintenance works at Site shall be provided by BHEL at free of cost basis. However, the Aux Boiler should have its own lights for movement/working in the working area at Site.
- 2.33 The Contractor shall comply with the Plant security regulations in force at Site in entry, exit, movement & working inside the plant premises. The Vendor shall also ensure that all persons engaged by him for the work behave properly with BHEL and their Client. In case of

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any reported misbehavior, Vendor shall immediately withdraw such employee/person from work.

2.34 Boiler operators deployed under this contract should possess valid license for Boiler operation. Necessary documents are to be submitted while deploying the operator.

2.35 Contractor shall indemnify BHEL against all losses, claims etc. arising out of any his acts or out of the acts of Contractor agents in course of execution of work under this contract.

2.36 All other material or work not mentioned in the scope but necessarily required to complete the work shall be executed by the contractor with in quoted rate.

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Chapter - III: Facilities in the scope of Contractor/BHEL

3.0 FACILITIES IN THE SCOPE OF CONTRACTOR/BHEL

S.No.	Description	Scope /to be taken care by		
		BHEL	CONT.	
				LALITPUR
1.1.0	ESTABLISHMENT			
1.1.1	FOR CONSTRUCTION PURPOSE			
A.	Open space for office	YES		Limited space (free of charge) As and where made available by customer <u>M/s LPGCL</u>
B.	Open space for storage	YES		Limited space(free of charge) As and where made available by customer <u>M/s LPGCL</u>
1.1.2	FOR LABOUR COLONY			
A	Open space		YES	Contractor have to make their own arrangement
1.2.0	ELECTRICITY			
1.2.1.	Electricity for construction purposes (chargeable/free)			<u>CHARGEABLE BASIS</u>
1.2.1.1	Single point source	YES		
1.2.1.2	Further distribution for the work to be done which include supply of materials & execution		YES	As per LPGCL/UPPCL standard rates Contractor shall install calibrated energy meter for metering electricity consumption

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1.2.2	<p>Electricity for the office, stores, canteen etc of the bidder which include:</p>			<u>CHARGEABLE BASIS</u>
1.2.2.1	Distribution from single point including supply of materials & service		YES	
1.2.2.2	Supply, Installation & connection of material of energy meter including operation & maintenance		YES	
1.2.2.3	Duties & deposits including statutory clearances for above		YES	
1.2.2.4	Demobilization of the facilities after completion of works		YES	
1.2.2.5	<p>Electricity for living accommodation of the bidder's Staff, engineers, supervisors etc. on the above Lines</p>		YES	<p>Chargeable As per prevailing rates Contractor shall install calibrated energy meter for metering electricity <u>consumption.</u></p>

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1.3.0	WATER SUPPLY			
1.3.1	FOR CONSTRUCTION :			
1.3.1.1	Making the water available at single point		YES	Contractor have to make bore wells it self. wherever approved by M/s LPGCL
1.3.1.2	Further distribution as per the requirement of work including supply of materials & execution		YES	
1.3.2	LABOUR COLONY:			
1.3.2.1	Making the water available at single point		YES	Contractor have to arrange on his own.
1.3.2.2	Further distribution as per the requirement of work including supply of materials & execution		YES	
1.4.0	LIGHTING			
1.4.1	For construction work (supply of all		YES	

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	materials) 1. At office storage area 2. At preassembly area 3. At construction site/area			
1.4.2	For construction work (execution of lighting work/arrangements) 1. At office storage area 2. At preassembly area 3. At construction site/area		YES	
	Providing the necessary consumables like bulbs, Switches, etc during the course of construction		YES	
1.5.0	Communications facilities for site operations of the bidder			
	Telephone, fax , internet ,intranet, email etc.		YES	
1.6.0	COMPRESSED AIR SUPPLY			
1.6.1	Supply of compressor and all other equipments required for compressor &		YES	

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	compressed air system including pipes, valves,storage system etc.			
1.6.2	Installation of the above system and operation & maintenance of the same		YES	
1.6.3	Supply of all the consumables for the above system during the contract period.		YES	
	ERECTION FACILITIES			
2.1.1	Providing erection drawings for all the Equipments covered under this scope	YES		
2.1.2	Drawings for construction method	YES	YES	In consultation with <u>BHEL</u>
2.1.3	As-built-drawings-where ever deviations Observed & executed and also based on Decisions taken at site		YES	do
2.1.4	Shipping lists etc for reference &planning the	YES	YES	do

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	activities			
2.1.5	Preparation of site erection schedules and other input requirements		YES	do
2.1.6	Review of performance & revision of site erection schedules in order to achieve the end dates & commitments	YES	YES	do
2.1.7	Weekly erection schedule based on Sl. No.2.1.5		YES	do
2.1.8	Daily erection/work plan based on Sl. No.2.1.7		YES	do
2.1.9	Periodic visit of senior official of bidder to site to review the progress so that works are completed as per schedule. It is suggested this review by the senior official of the bidder should be done once in every two month		YES	do
2.1.10	Preparation of preassembly bay		YES	do

**Note: However electricity for operation of Auxiliary Boiler and associated accessories shall be provided free of cost by LPGCL/BHEL.

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- 3.1 BHEL will not be responsible for any loss or damage to the contractor's equipment as a result of variation in voltage or frequency or interruptions in power supply.
- 3.2 The Contractor shall be responsible for providing all necessary facilities like residential accommodation, transport, electricity, water, medical facilities etc. at his own cost as required under various labour laws and statutory rules and regulations framed there under to the personnel employed by him.
- 3.3 Provision of distribution lines of both electrical power and water from the central points to the required place with proper distribution boards observing the safety rules laid down by the electrical authorities of the state shall be done by the contractor, supplying all the materials like cables, distribution board, switch boards, TPN, CBS, ELCBS/ MCCBS/ Copper / Brass clamps, copper conductor, change over switches pipes etc. at his own cost. If any failure is caused in supply of the power and water, it is the responsibility of the contractor to make alternate arrangements at his cost. The contractor shall adjust his working shifts / hours accordingly and deploy additional manpower if necessary so as to achieve the targets.
- 3.4 The contractor while drawing construction power supply from Distribution Board should strictly adhere to following points.
 - a) All electrical installations should be as per Indian Electricity rules.
 - b) All distribution Boards installed by the contractor should be constructed with fireproof materials viz. Steel frames, Bakelite sheets etc.
 - c) Connection for single phase should be taken from phase and neutral. Nowhere the connection should be taken with earth as neutral.
 - d) All electrical connections should be made through connectors, nuts and bolts, switches, plug and sockets. Loose connections or hooking up of wires shall not be permitted.
 - e) Contractor has to make their own earthing arrangement for their equipment / DB earthing.
 - f) All electrical equipment / tools and plants should be properly earthed. DBs to be earthed diagonally opposite at two points.
 - g) Contractor should use "MCCB" and "ELCB" either on incoming or outgoing connections to the DBs.
 - h) Contractor should ensure that all the CBs / TPNs/ Fuses/ MCCB / ELCB cables etc. should be of adequate rating/ capacity.
 - i) For permission of supply connections contractor has to submit a test report of their installations with a single line diagram of connected/ proposed loads.
- 3.5 ELCB will be tested once in a week or as directed by BHEL by actually simulating the earth leakage for all installations and the same shall be recorded in the logbook to be maintained by the contractor.
- 3.6 In case of power cuts / load shedding no compensation for idle labour or extension of time for completion of work will be given to contractor.
- 3.7 On completion of work or as and when required by BHEL, all the temporary buildings, structures, pipe lines, cables etc. shall be dismantled and leveled and debris shall be removed, as per instructions of BHEL, by the contractor at his cost. In the event of his failure to do so, the Engineer will get it done and expenses incurred shall be recovered from the contractor along with prevailing overheads. The decision of BHEL Engineer in this regard shall be final.

4.0 CHAPTER-IV- DELETED

5.0 CHAPTER-V-T&P AND MMD DEPLOYED BY BHEL ON SHARING BASIS

LIST OF T&P and MMD being provided by BHEL for use of free of hire charges on sharing basis.				
S.NO.	EQUIPMENT	CAPACITY	QTY	REMARKS
T&Ps				
1.	Crawler crane	135 /250 MT	01 No	based on availability for handling and erection

NOTES:

1. **Cl.4.2.2.16 c. of SCC shall be read as** day-today upkeep and running maintenance like filling topping up of lubricants, changing filters, etc including repair of self starter, batteries and dynamo of these cranes shall be the responsibility of the contractor. If on checking it is found that the same is not followed, BHEL will exercise its right to get the job/works done at the risk and cost of contractor. BHEL may also provided cranes through crane hiring agencies in which case the day-to-day upkeep and running maintenance shall be excluded from scope of contractor.
2. **Cl.4.2.2.16 e. of SCC shall be read as-**The operator for BHEL's cranes 100 MT & above capacity being provided by BHEL free of cost. **Further, Helpers and fuel for operation of all BHEL cranes , shall be provided by contractor within the final accepted rates.**
3. **The Cranes at Sl No.1 will be provided as per requirement on sharing basis** The cranes shall be issued for the purpose of loading/unloading and lifting to locations as stated above at erection site **at the discretion of the BHEL Engineer.**
4. **The contractor shall make necessary arrangement like lying of steel plates, assembly & dismantling of heavy lift attachment, boom, jib etc. for movement and operation of crane.**
5. Any other special T&P if supplied by the manufacturer and available with the customer will also be provided to the contractor free of hire charges as and when made available. Special tools and tackles are to be used only for the purpose for which these are meant and to be returned in good condition. However low height jack may not be made available and will have to be arranged by the contractor.
6. **Other T&P mention above contractor shall transport from BHEL stores, install, operate, carry out maintenance, dismantle after use and return to BHEL stores.**

6.0 TIME SCHEDULE

6.1 Mobilization period:

02 month after getting LOI.

However, the actual deployment dates to be coordinated by the contractor with Construction Manager at Lalitpur site.

Deployment Period: 05 months, extendable as per project requirement with one month prior notice. (This includes time required for mobilization and E/T/C of Boiler)

Tentative Requirement Schedule: (In operational condition)

Description	Requirement	Duration
40 T/hr Boiler Temperature @ 280 ^o C Pressure: min 16 Bar Fuel : LDO	December'14 to April'15	05 months
20T/hr Boiler Temperature @ 280 ^o C Pressure: min 16 Bar Fuel : LDO	January'15 to April'15	04 months

6.2 Contract Period:

Total delivery period for the contract shall be six month.

<u>Month</u>	<u>Activity</u>
Zero (Tentative start in Nov'14)	Availability of 40 T/hr Auxiliary Boiler at site.
One month	Readiness of 40 T/hr Boiler after ETC Availability of 20 T/hr Auxiliary Boiler at site
Two months	Availability of 20 T/hr Auxiliary Boiler at site
Six month	De-mobilization of 60 T/hr Boilers from site

6.3 General Notes:

1. The Contract Duration Period for Aux Boiler Deployment shall be as above
2. **The contract may be extended as per the site requirement after completion of Six months. The monthly rate, terms and conditions as per the rate schedule shall remain firm throughout the contract period including extended period (if any).**
3. However, if the performance of BOILER is not satisfactory, the contract shall be liable for termination with a prior notice period of 10 days.
4. The tentative deployment of the Aux Boiler shall be as per clause no. 2. However it may vary depending upon project schedule. Actual requirement shall be given by site Construction Manager based on site condition. The Aux Boiler with all accessories shall have to be transported & physically installed including operator, helper etc to BHEL Lalitpur Site within a period of 30 DAYS from the date of notice given by site Construction Manager or any scheduled date mutually decided.
5. Contractor may provide one or more boiler as per availability to meet steam requirement as per specification. Boiler deployed at site should preferably be same as offered in the bid. BHEL reserves the right to accept or reject any Aux Boiler, other than offered Aux Boiler in the bid. In case the bidder decides to deploy any other Aux Boiler (other than offered in the bid) of the same or better specification due to whatsoever reason, its acceptance shall solely be at BHEL's discretion.

In such a case, the bidder shall furnish complete details of the Aux Boiler proposed to be deployed with ownership detail of the boiler and deployment shall be done only after permission from BHEL.

7. TERMS OF PAYMENT

7.1 The Contractor shall submit the bill once in a month at the end of each month. **100% payment after necessary statutory & other deductions** shall be released within 30 days from the respective **BHEL Site** on submission of the tax invoice complete in all respect accompanied by BHEL engineer's certificate with the following documents, subject to its completeness & correctness in all respect :

7.1.1 Monthly log sheets indicating hours of operation of Aux Boiler and availability of operator certified by BHEL Engineer.

7.1.2 Invoice in triplicate based on the Monthly Hire Charge Rates as per Rate schedule duly certified by BHEL site Engineer.

7.2 RETENTION AMOUNT

- a) Retention Amount shall be 5% of executed contract value and shall be recovered at the rate of 5% from each Running Bill admitted. Retention amount shall always be retained in cash and shall not be released against BG under any circumstance.
- b) 100 % of Retention Amount shall be refunded along with 'Final Bill'.

7.3 Progressive Payment

7.3.1 Mobilization and demobilization charges (For Sl no. 2 & 4 of rate schedule)

(a) Mobilization Charges shall be 60 % of Value at sl. No. 2 & 4 of rate schedule

(b) De-Mobilization Charges shall be 40 % of Value at sl. No. 2 & 4 of rate schedule

Note: Mobilization Charges for the Aux Boiler shall be paid only after satisfactory erection, commissioning, testing of the Boiler and after receipt of all Accessories in Good Order & Condition at Site with operating staff with certification from BHEL Engineer- In charge.

Demobilization charges shall be paid only on when Aux Boiler has been dismantled and transferred from the site by the vendor along with NOC.

7.3.2 Hiring Charges (For Sl. No. 1&3)

(i) For sl. No. 1: shall be paid on monthly basis on as per finalized rate at Sl. No.1 of rate schedule

(ii) For sl. No. 3: shall be paid on monthly basis on as per finalized rate at sl. No. 3 of rate schedule

Chapter - VIII: TAXES, DUTIES, LEVIES

8.0 TAXES, DUTIES, LEVIES

The contractor shall pay all taxes, fees, license charges, deposits, duties, tools, royalty, commissions or other charges (except service tax as mentioned in Clause No.3.1) which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit.

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

8.1 Service Tax & Cess on Service Tax

Service Tax and Cess on Service Tax as applicable on output Services are excluded from contractor's scope; therefore contractor's price/rates shall be exclusive of Service Tax and Cess on Output Services.

Contractor shall obtain prior written consent of BHEL before billing the amount towards such taxes. The Service Tax Rules permit more than one option or methodology for discharging the liability of tax/levy/duty and BHEL will have the right to adopt the appropriate one considering the amount of tax liability on BHEL/Client as well as procedural simplicity with regard to assessment of the liability. The option chosen by BHEL shall be binding on the Contractor for discharging the obligation of BHEL in respect of the tax liability to the Contractor. Contractor shall submit to BHEL documentary evidence of Service Tax registration certificate specifying name of services covered under this contract. For the purpose of claiming any Service Tax from BHEL, the following procedure shall be adopted:

Contractor shall submit serially numbered Service Tax and Cess Invoices, 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 registration number of the contractor
2. The name and address of the party receiving taxable service (BHEL)
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 for payment of Service Tax by BHEL.

Where more than one nature of Service under Service Tax Rules is involved, the invoice mentioned above shall contain the breakup of all values for each nature of Service.

Purpose of above requirements, inter alia, is to enable availment of Cenvat credit by BHEL. As per recent amendments, Time restrictions for taking Cenvat credit is within six months from date of invoice. Wherever Cenvat credit could not be availed by BHEL within statutory time limit of 6 months due to delay in submission of invoices or for any other reasons attributable to contractors, Liability towards loss of such Cenvat credit shall be passed on to contractors.

8.2 VAT (Sales Tax /WCT)

The rates quoted by the Contractor shall be inclusive of VAT/Sales Tax and BHEL shall not reimburse any amount on this account due to any reason whatsoever.

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.

Deduction of tax at source shall be made as per the provisions of law unless otherwise found exempted.

In case tax is deducted at source as per the provisions of law, this is to be construed as an advance tax paid by the contractor and no reimbursement thereof will be made unless specifically agreed to.

Contractor has to make his own arrangement at his cost for completing the formalities, if required, with Sales Tax/VAT Authorities, for bringing all their material, plant and equipment etc at site for the execution of the work, including arrangement of Road Permits if and as applicable under the relevant VAT Act.

The bidder who do not accept and comply with above provisions, are liable to be rejected against this tender.

8.3 Modalities of Tax Incidence on BHEL

Wherever the relevant tax laws permit more than one option or methodology for discharging the liability of tax/levy/duty, BHEL will have the right to adopt the appropriate one considering the amount of tax liability on BHEL/Client as well as procedural simplicity with regard to assessment of the liability. The option chosen by BHEL shall be binding on the Contractor for discharging the obligation of BHEL in respect of the tax liability to the contractor.

8.4 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.

CHAPTER- IX OTHERS

9.1 STATUTORY REQUIREMENTS

The Contractor shall ensure that all statutory requirements pertaining to Contract Execution e.g. IBR requirements, Inland Labor Laws etc. are complied with at Site.

9.2 PRICE VARIATION

The rate quoted by tenderers shall **remain firm** during contract period and extension period as indicated in Clause 2.2 as above.

9.3 INSURANCE

9.3.1 It is the sole responsibility of the contractor to insurance his materials, equipments, workmen etc. against accidents and injury while at work and to pay compensation, if any, to workmen as per Workmen's Compensation Act. The work will be carried out in a protected area and all the rules and regulations of the client/ BHEL in the area of project, which are in force from time to time, will have to be followed by the contractor.

9.3.2 If due to negligence or non-observance of safety and other precautions by the contractors, any accident/ injury occurs to the property/ manpower belong to third party, the contractor have to pay necessary compensation and other expense, if so decided by the appropriate authorities.

9.4 LIQUIDATED DAMAGES

Liquidated Damages shall be applicable as per clause no. 2.7.9 of GCC.

9.5 TECHNICAL BID AND OWNERSHIP OF BOILER

Contractor shall furnish all details regarding correct specification of Aux Boilers and age proof, ownership details, IBR clearance for its fitness for operation and insurance coverage taken for Aux. Boilers.

9.6 Clause to deleted /modified in GCC/SCC- As per Annexure 'B'

CHAPTER- X::UNPRICED RATE SCHEDULE

Job:HIRING OF AUX BOILER FOR LALITPUR SITE

Total price (T) in INR (In words and figure)	
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Sl. No.	Description of Activity	RATE/month (R)	Qty	Amount in INR (A)
1	Charges for Hiring portable Auxiliary Boiler of minimum capacity – 40 T/hr @250 deg c at pressure of more than 16 BAR operating on LDO for 05 Months as per scope along with associated accessories & required manpower on hire basis. Tentative Requirement Schedule: December'14 to April'15	0.134 X T	05 months	0.670 X T
2	Mobilization & de-mobilization charges for 40 T/hr Aux Boiler at Sl. No. 1	0.041 X T	01 time (one mobilization & de-mobilization)	0.041 X T
3	Charges for Hiring portable Auxiliary Boiler of minimum capacity – 20 T/hr @250 deg c at pressure of more than 16 BAR operating on LDO for 04 Months as per scope along with associated accessories & required manpower on hire basis. Tentative Requirement	0.067 X T	04 months	0.268 X T

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	Schedule: January'15 to April'15			
4.	Mobilization & de-mobilization charges for 20 T/hr Aux Boiler at Sl. No. 3	0.021 X T	01 time (one mobilization & de-mobilization)	0.021 X T

Annexure 'A'

1. Total Price "T" shall be quoted by parties.
2. Evaluation shall be done on the basis of Total price quoted against T.
3. BHEL reserves the right to conduct reverse auction. In case if there is no RA process and we go for price bid opening and after Price Bid opening, there is a tie among two or more bidders in L-1 rates (i.e. quoting exactly the same LEAST Price "T"), then these bidders shall be intimated separately to submit rebate in Rupees in a 'SEALED ENVELOPE". The L-1 shall be the party who offers the maximum rebate and the new Single Total Price "T" less the rebate offered.
4. In case of further tie, process of sl no 3 is repeated so as to arrive at a single L-1 Notional rate.
5. The above rate quoted shall be firm for all the model of the Aux Boilers offered against this tender throughout the contract period including the extended period if any and no price variation provisions are applicable. In case more no. of models is quoted, the lowest rate amongst the technically accepted models shall be considered.
6. Hiring period will start from the date of operation of Boiler as certified by construction Manager Lalitpur Site up to the period prior to written confirmation of releasing the Aux Boiler for demobilization and accordingly payment shall be made as per sl. No. 1 &3 of rate schedule.
7. In case of extension period, if any, the Monthly Hire Charges will be paid only as per fixed above against quoted price and no changes will be made in mobilization & Demobilization charges.

Annexure- "B"

STANDARD GCC CLAUSES	CLAUSES DELETED /MODIFIED IN GCC
2.6 MEASUREMENT OF WORK AND MODE OF PAYMENT	Only Clause No. 2.6.1 is applicable. Clause 2.6.2 to Clause 2.6.11 Not Applicable
2.8.6 While BHEL would pay the inspection fees and Registration fees of Boiler/Electrical Inspectorate, all other arrangements for site visits periodically by the Inspectorate to site, Inspection certificate etc. will have to be made by contractor. However, BHEL will not make any payment to the inspectorate in connection with contractors Welders/Electricians qualification tests etc.	Clause No. 2.8.6 Not Applicable
2.9 PROGRESS MONITORING, MONTHLY REVIEW AND PERFORMANCE EVALUATION	Clause No. 2.9 Not Applicable
2.11 EXTENSION OF TIME FOR COMPLETION	Clause No. 2.11 Not applicable
2.12 OVERRUN COMPENSATION	Clause No. 2.12 Not Applicable
2.13 INTEREST BEARING RECOVERABLE ADVANCES	Clause No. 2.13 Not Applicable
2.14 QUANTITY VARIATION	Clause No. 2.14 Not Applicable
2.15 EXTRA WORK	Clause No. 2.15 Not Applicable
2.16 SUPPLEMENTARY ITEMS	Clause No. 2.16 Not Applicable
2.17 PRICE VARIATION COMPENSATION	Clause No. 2.17 Not Applicable
2.18 INSURANCE	Clause No. 2.18 Not Applicable
2.22 RETENTION AMOUNT	Clause No. 2.22 Not Applicable
2.23 PAYMENTS	Clause No. 2.23 Not Applicable

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2.24 PERFORMANCE GUARANTEE FOR WORKMANSHIP	Clause No. 2.24 Not Applicable
STANDARD SCC CLAUSES	CLAUSES DELETED /MODIFIED IN SCC
1.0 INTENT OF THE SPECIFICATION	Clause No. 1.0 Not Applicable
2.0 GENERAL SERVICES TO BE RENDERED BY THE BIDDER	Clause No. 2.0 Not Applicable
3.0 GENERAL TECHNICAL REQUIREMENTS (CODES AND STANDARDS)	Clause No. 3.0 Not Applicable
4.0 OBLIGATIONS OF CONTRACTOR	Clause No. 4.1.4,4.2 and 4.2.2.17 Not Applicable
5.5 Contractor shall provide at different elevation suitable arrangement for urinal and drinking water facility with necessary plumbing & disposal arrangement including construction of septic tank. These installations shall be maintained in hygienic condition at all times.	Clause No. 5.5 Not Applicable
6.0 MATERIAL HANDLING, STORAGE AND PRESERVATION ETC.	Clause No. 6.0 Not Applicable
7.0 DRAWINGS AND DOCUMENTS	Clause No. 7.0 Not Applicable
8.0 INSPECTION AND QUALITY	Clause No. 8.0 Not Applicable
10.0 RA BILL PAYMENT	Clause No. 10.3 only Not applicable
11.0 Performance Monitoring	Clause No. 11.0: Not Applicable