

TENDER SPECIFICATION

SI No	Tender Specification Number	Unit Number & Project
1	BHE/PW/PUR/SAT-GEN U#11/1560	U#11, 250 MW, MPPGCL Satpura

FOR

GENERATOR DISMANTLING, ASSISTANCE DURING MODIFICATION & ASSEMBLY

U#11, 250 MW MPPGCL SATPURA

VOLUME – I

CONSISTING OF:

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



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

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Tender Specification Issue Details

TENDER SPECIFICATION

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FOR

GENERATOR DISMANTLING, ASSISTANCE DURING MODIFICATION & ASSEMBLY

U#11, 250 MW MPPGCL SATPURA

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)

Place:Nagpur

1560

NOTICE INVITING TENDER

Bharat Heavy Electricals Limited



BHEL PSWR
Notice Inviting Tender
Tender Specification No: BHE/PW/PUR/SAT-GEN U#11/1560

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Ref: BHE/PW/PUR/SAT-GEN U#11/1560

Date: 19/11/2015

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/SAT-GEN U#11/1560	
ii	Broad Scope of job	GENERATOR DISMANTLING, ASSISTANCE DURING MODIFICATION & ASSEMBLY U#11, 250 MW MPPGCL SATPURA	
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>	
e	Volume-II	<i>Price Schedule (Absolute value).</i>	Applicable
iv	Issue of Tender Documents	1. <u>Sale from BHEL PS Regional office at :</u> Start : 19/11/2015 , Closes: 27/11/2015 , Time : 16.00 Hrs 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 : 30/11/2015, Time 15.00 Hrs Place : <u>BHEL PS Regional office at :Nagpur</u> Tenders being submitted through representative shall be submitted at dispatch section of PSWR HQ Office after making entry/registration at the reception. For any assistance on the matter kindly contact following officials: <ul style="list-style-type: none"> • Shubhangi Tembhumne /Engineer (Purchase) • Pratish Gee Varghese / Sr Engineer (Purchase) 	Applicable
vi	OPENING OF TENDER	1 hours after the latest due date and time of Offer submission	Applicable

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		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 40,000/- (Rupees Forty Thousand Only)	Applicable
viii	COST OF TENDER	Rs 2000/- (Rupees Two Lakhs Only)	Applicable
ix	LAST DATE FOR SEEKING CLARIFICATION	Five 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 : -	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	<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 favor 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 respectively)
 - 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)	

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xi.	Volume – I D : Forms & Procedures	
xii.	Volume – II (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item	
xiii.	Any other details preferred by bidder with proper indexing.	

PART-I B		
	<p>ENVELOPE – II superscribed as: PART-I (EMD/COST of TENDER) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:</p> <p>CONTAINING THE FOLLOWING:-</p>	
i.	<p>1. Earnest Money Deposit (EMD) in the form as indicated in this Tender <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>ENVELOPE-III superscribed as: PART-II (PRICE BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:</p> <p>CONTAINING THE FOLLOWING</p>	
i	Covering letter/Offer forwarding letter of Tenderer enclosed in Part-I	
ii	Volume II – PRICE BID (Duly Filled in Schedule of Rates – rate/price to be entered in words as well as figures)	

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

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

- 7.0 Deviation with respect to tender clauses and additional clauses/suggestions in Techno-commercial bid / Price bid shall NOT be considered by BHEL. Bidders are requested to positively comply with the same.
- 8.0 BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).

9.0 Assessment of Capacity of Bidders:

~~Bidders capacity for executing the job under tender shall be assessed 'LOAD' wise and 'PERFORMANCE' wise as per the following:~~

- ~~I. LOAD: Load takes into consideration ALL the contracts of the Bidder under execution with BHEL Regions, irrespective of whether they are similar to the tendered scope or not. The 'Load' is the sum of the unit wise identified packages (refer Table-1) for contracts with BHEL Regions. The cut off month for reckoning 'Load' shall be the month, two (2) months preceding the month corresponding to the 'latest date of bid submission', in the following manner:~~

~~(Note: For example if latest bid submission is in Aug 2011, then the 'load' shall be calculated upto and inclusive of June 2011)~~

- ~~i). Total number of Packages~~

~~Total number of Packages in hand = P~~

~~Where~~

- ~~• 'P' is the sum of all unit wise identified packages under execution with BHEL Regions as of the cut off month defined above, including packages yet to be commenced, excepting packages which are on HOLD due to reasons not attributable to Bidder..~~

- ~~II. PERFORMANCE: Here 'Monthly Performance' of the bidder for all the packages (under execution/ executed during the 'Period of Assessment' in all the Power Sector Regions of BHEL) **SIMILAR** to the packages covered under the tendered scope, excepting packages not commenced shall be taken into consideration. The 'Period of Assessment' shall be 6 months preceding the cut off month. The cut off month for reckoning 'Period of Assessment' shall be the month two (2) months preceding the month corresponding to the 'latest date of bid submission', in the following manner:~~

~~(Note: For example if 'latest date of bid submission' is in Aug 2011, then the 'performance' shall be assessed for a 6 month period upto and inclusive of June 2011, for all the unit wise identified packages (refer Table-1)~~

- ~~i). Calculation of Overall 'Performance Rating' for 'similar Package/Packages' for the tendered scope under execution at Power Sector Regions for the 'Period of Assessment':~~

~~This shall be obtained by summing up the 'Monthly Performance Evaluation' scores obtained by the bidder in all Regions for all the similar Package/packages', divided by the total number of Package months for which evaluation should have been done, as per procedure below:~~

- a) ~~$P_1, P_2, P_3, P_4, P_5, \dots, P_N$ etc be the packages (under execution/ executed during the 'Period of Assessment' in all Regions) **SIMILAR** to the packages covered under the tendered scope, excepting packages not commenced. Total number of similar packages for all Regions = P_T (ie $P_T = P_1 + P_2 + P_3 + P_4 + \dots + P_N$)~~
- b) ~~Number of Months ' T_1 ' for which 'Monthly Performance Evaluation' as per relevant formats, should have been done in the 'Period of Assessment' for the corresponding similar package P_1 . Similarly T_2 for package P_2 , T_3 for package P_3 , etc for the tendered scope. Now calculate cumulative total months ' T_T ' for total similar Packages ' P_T ' for all Regions (i.e $T_T = T_1 + T_2 + T_3 + T_4 + \dots + T_N$)~~
- c) ~~Sum ' S_1 ' of 'Monthly Performance Evaluation' Scores ($S_{1,1}, S_{1,2}, S_{1,3}, S_{1,4}, S_{1,5}, \dots, S_{1,N}$) for similar package P_1 , for the 'period of assessment' ' T_1 ' (i.e $S_1 = S_{1,1} + S_{1,2} + S_{1,3} + S_{1,4} + S_{1,5} + \dots + S_{1,N}$). Similarly S_2 for package P_2 for period T_2 , S_3 for package P_3 for period T_3 , etc for the tendered scope for all Regions. Now calculate cumulative sum ' S_T ' of 'Monthly Performance Evaluation' Scores for total similar Packages ' P_T ' for all Regions (i.e ' $S_T = S_1 + S_2 + S_3 + S_4 + S_5 + \dots + S_N$)~~
- d) ~~**Overall Performance Rating ' R_{BHEL} ' for the similar Package/Packages (under execution/ executed during the 'Period of Assessment') in all the Power Sector Regions of BHEL):**~~

~~———— Aggregate of Performance scores for all similar packages in all the Regions~~

~~———— = —————~~

~~———— Aggregate of months for each of the similar package for which performance should have been evaluated in all the Regions~~

~~———— S_T~~

~~———— = —————~~

~~———— T_T~~

- e) ~~**Bidders to note that the risk of non evaluation or non availability of the 'Monthly Performance Evaluation' reports as per relevant formats is to be borne by the Bidder**~~
- f) ~~**Table showing methodology for calculating 'a', 'b' and 'c' above**~~

Sl no	Item Description	Details for all Regions							Total
		(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)	
1	Similar Packages for all Regions → (under execution/ executed during period of assessment)	P_1	P_2	P_3	P_4	P_5	...	P_N	Total No of similar packages for all Regions = P_T ie Sum (Σ) of columns (iii) to (ix)
2	Number of Months for which 'Monthly Performance Evaluation' as per relevant formats should	T_1	T_2	T_3	T_4	T_5	...	T_N	Sum (Σ) of columns (iii) to (ix) = T_T

	have been done in the period of assessment for corresponding similar Package (as in row 1)								
3	Monthly performance scores for the corresponding period (as in Row 2)	S_{1-1T} S_{1-2T} S_{1-3T} S_{1-4T} ... S_{1-T1}	S_{2-1T} S_{2-2T} S_{2-3T} S_{2-4T} ... S_{2-T2}	S_{3-1T} S_{3-2T} S_{3-3T} S_{3-4T} ... S_{3-T3}	S_{4-1T} S_{4-2T} S_{4-3T} S_{4-4T} ... S_{4-T4}	S_{5-1T} S_{5-2T} S_{5-3T} S_{5-4T} ... S_{5-T5}	S_{N-1T} S_{N-2T} S_{N-3T} S_{N-4T} ... S_{N-TN}	_____
4	Sum of Monthly Performance scores of the corresponding Package for the corresponding period (as in row 3)	S_1	S_2	S_3	S_4	S_5	...	S_N	Sum (Σ) of columns (iii) to (ix) = S_T

ii) Calculation of Overall 'Performance Rating' (R_{BHEL}) in case 'similar Package/Packages' for the tendered scope ARE NOT AVAILABLE, during the 'Period of Assessment':

This shall be obtained by summing up the 'Monthly Performance Evaluation' scores obtained by the bidder in all Regions for ALL the packages, divided by the total number of Package months for which evaluation should have been done. ' R_{BHEL} ' shall be calculated subject to availability of 'performance scores' for at least 6 'package months' in the order of precedence below:

- a) 'Period of Assessment.
- b) 12 months preceding the cut-off month
- c) 24 months preceding the cut-off month
- d) 36 months preceding the cut-off month

In case, R_{BHEL} cannot be calculated as above, then Bidder shall be treated as 'NEW VENDOR'. Further eligibility and qualification of this bidder shall be as per definition of 'NEW VENDOR' described in 'Explanatory Notes'

iii) Factor "L" assigned based on Overall Performance Rating (R_{BHEL}) at Power Sector Regions.:

Sl no	Overall Performance Rating (R_{BHEL})	Corresponding value of 'L'
1	=60	NA
2	> 60 and \leq 65	0.4
3	> 65 and \leq 70	0.35
4	> 70 and \leq 75	0.25
5	> 75 and < 80	0.2
6	\geq 80	NA

III. 'Assessment of Capacity of Bidder':

'Assessment of Capacity of Bidder' is based on the Maximum number of packages for which a vendor is eligible, considering the performance scores of similar packages, as below:

Max number of packages $P_{Max} = (R_{BHEL} - 60)$ divided by corresponding value of 'L'
i.e. $(R_{BHEL} - 60)/L$

Note:

- i. In case the value of P_{Max} results in a fraction, the value of P_{Max} is to be rounded off to next whole number
- ii. For $R_{BHEL} = 60$, $P_{Max} = '1'$
- iii. For $R_{BHEL} \geq 80$, there will be no upper limit on P_{Max}

The Bidder shall be considered 'Qualified' as per 'Assessment of Capacity of Bidder' for the subject Tender if $P \leq P_{Max}$
 (where P is calculated as per clause 9.1)

IV. Explanatory note:

- a) Similar package means Boiler or ESP or Piping or Turbine or Civil or Structure or Electrical or CI, etc at the individual level irrespective of rating of Plant, and irrespective of whether the subject tender is a single package or as part of combined/composite packages. Normally Boiler, ESP, Piping, Turbine, Electrical, CI, Civil, Structure, etc is considered individual level of package. For example in case the tendered scope is a Boiler Vertical Package comprising of Boiler, ESP and Power Cycle Piping (i.e the 'identified packages as per Table 1 below), the 'PERFORMANCE' part against sl no II above, needs to be evaluated considering all the identified packages (ie Boiler, ESP and Power Cycle Piping) and finally the Bidder's capacity to execute the tendered scope is assessed in line with III above
- b) Identified Packages (Unit wise)

Table-1

Civil	Electrical & CI	Mechanical
<ul style="list-style-type: none"> i). Enabling works ii). Pile and Pile Caps iii). Civil Works including foundations iv). Structural Steel Fabrication & Erection v). Chimney vi). Cooling Tower vii). Others (Civil) 	<ul style="list-style-type: none"> i). Electrical ii). CI iii). Others (Elec & CI) 	<ul style="list-style-type: none"> i). Boiler & Aux (All types including CW Piping if applicable) ii). Power Cycle Piping/Critical Piping iii). LP Piping iv). ESP v). Steam Turbine Generator set & Aux vi). Gas Turbine Generator set & Aux vii). Hydro Turbine Generator set & Aux viii). Turbo Blower (including Steam Turbine) ix). Material Handling x). Material Management xi). Material Handling & Material Management xii). Others (Mechanical)

- c) Bidders who have not been evaluated for at least six package months in the last 36 months in the online BHEL system for contractor performance evaluation in BHEL PS Regions, wef July'2010 shall be considered "NEW VENDOR".

A 'NEW VENDOR' shall be considered qualified subject to satisfying all other tender conditions

~~A 'NEW VENDOR' if awarded a job (of package/packages identified under this clause) shall be tagged as "FIRST TIMER" on the date of first LOI from BHEL.~~

~~The "FIRST TIMER" tag shall remain till execution of work for a period of not less than 09 months, from the commencement of work of first package~~

~~A Bidder shall not be eligible for the next job as long as the Bidder is tagged as "FIRST TIMER" excepting for the Tenders which have been opened on or before the date of the bidder being tagged as 'FIRST TIMER'.~~

~~After removal of 'FIRST TIMER' tag, the Bidder shall be considered 'QUALIFIED' for the future tenders subject to satisfying all other tender conditions including 'Capacity Evaluation of Bidders'.~~

~~d) In the unlikely event of all bidders shortlisted against Technical and Financial Qualification criteria not meeting the criteria on 'Assessment of Capacity of Bidders' detailed above, OR leads to a single tender response on applying the criteria of 'Assessment of Capacity of Bidders' or due to non-approval by Customer, then BHEL at its discretion reserves the right to consider the further processing of the Tender based on the **Overall Performance Rating 'R_{BHEL}'** only, starting from the upper band.~~

~~e) 'Under execution' shall mean works in progress as per the following:~~

~~i. up to Boiler Steam Blowing in case of Steam Generator and Auxiliaries~~

~~ii. upto Synchronisation in case of all other works excepting sl no (i) and (iii)~~

~~iii. Upto execution of at least 90% of anticipated contract value in case of Civil & Structures (unit wise), Enabling works and upto 90% of material unloading (in tonnage) as per the original contract in case of MM Package.~~

~~Note : BHEL at its discretion can extend (or reduce in exceptional cases in line with Contract conditions) the period defined against (i), (ii) and (iii) above, depending upon the balance scope of work to be completed.~~

~~f) Performance evaluation in CL 9 above is applicable to Prime bidder and consortium partner (or Technical tie up partner) for their respective scope of work~~

- 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.

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- 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 authorized 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.

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- 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
 - 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.

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- 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.

PRE QUALIFYING CRITERIA

JOB	GENERATOR DISMANTLING, ASSISTANCE DURING MODIFICATION & ASSEMBLY U#11, 250 MW MPPGCL SATPURA	
SI NO	Tender Specification Number	BHE/PW/PUR/SAT-GEN U#11/1560

SI No	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Name and Description of qualifying criteria	Page no of supporting document. Bidder must fill up this column as per applicability
A	Submission of Integrity Pact duly signed (if applicable) (Note: To be submitted by Prime Bidder & Consortium/Technical Tie up partner jointly in case Consortium bidding is permitted, otherwise by the sole bidder)	NOT APPLICABLE	
B	<p><u>Technical</u> Bidder must have executed following works i.e. Bidder must meet (B.1 or B.2) in the last seven (7) years as on latest date of bid submission:-</p> <p>B.1) Executed (Erection) / (Erection & Commissioning) of Steam Turbine Generator of rating \geq 100MW. (The term 'Executed' means execution of work at least up to erection of generator stator and insertion of generator rotor.)</p> <p style="text-align: center;">OR</p> <p>B.2) Executed Overhauling of Generator of rating \geq 190 MW.</p>	APPLICABLE	
C-1	<p><u>Financial TURNOVER</u> Bidders must have achieved an average annual financial turnover (audited) of Rs 3.60 Lakhs or more over last three Financial Years (FY) i.e. 2012-2013, 2013-14 and 2014-15.</p>	APPLICABLE	
C-2	<p><u>NETWORTH</u> (only in case of Companies) Net worth of the Bidder based on the latest Audited Accounts as furnished for 'C-1' above should be positive.</p>	APPLICABLE	

C-3	PROFIT Bidder must have earned cash profit in any one of the three Financial Years as applicable in the last three Financial Years defined in 'C-1' above based on latest Audited Accounts.	APPLICABLE	
D	Assessment of Capacity of Bidder to execute the work as per sl no 9 of NIT (if applicable)	NOT APPLICABLE	By BHEL
E	Approval of Customer (if applicable) Note: Names of bidders (including consortium/Technical Tie up partners in case consortium bidding is permitted) who stand qualified after compliance of criteria A to D shall be forwarded to customer for their approval.	NOT APPLICABLE	BY BHEL
F	Price Bid Opening Note: Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria A to E		BY BHEL
F	Technical Tie up criteria (if applicable)	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. If financial statements are not required to be audited statutorily, then instead of audited financial statements, financial statements are required to be certified by Chartered Accountant. 4. 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) 5. 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 6. '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 <p>(Value XXX, YYY, ZZZ shall be as indicated by BHEL</p> 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' 			

	<p style="text-align: center;">c. CI works in respect of 'CI' Works d. Material Handling and/or Management works in respect of 'MM' works</p> <p>7. Time period for achievement of the 'Technical' criteria of PQR (as in 'B' above) will be the last 7 years ending on the 'latest date' of Bid submission</p> <p>8. 'EXECUTED' means the Vendor should have achieved the criteria specified in the Technical criteria of PQR (as in 'B' above) even if the Contract has not been completed or closed</p> <p>9. Unless otherwise specified, for the purpose of 'Technical' criteria of PQR (as in 'B' above), the word 'EXECUTED' means:</p> <ol style="list-style-type: none">1. "BOILER LIGHT UP" in respect of Boiler & Aux and ESP2. "SYNCHRONISATION" in respect of STG/GTG and 'SPINNING' in case of HTG3. "STEAM BLOWING COMPLETION" in respect of at least Main Steam Line of Power Cycle Piping4. "HYDRAULIC TEST" of the system in respect of Structures, Pressure parts/IBR Piping5. "CHARGING" in respect of power Transformers, Bus ducts, HT/LT switchgears6. "Completion of RCC Shell and liner (steel or brick as per tendered scope) up to the HEIGHT specified using slip form" in case of RCC Chimney.7. Achievement of physical Quantities as per respective PQRs in respect of Civil & Structures and Piling Works8. "Readiness for coal Filling" in respect of Bunker Structure Work. <p>10. Boiler means HRSG or WHRB or any other types of Steam Generator</p> <p>11. Critical/Power Cycle piping means Main Steam, Hot Reheat, Cold Reheat, HP Bypass, LP Bypass lines</p> <p>12. For the purpose of evaluation of the PQR, one MW shall be considered equivalent to 3.5TPH where ever rating of HRSG/BOILER is mentioned in MW. Similarly, where ever rating of Gas Turbine is mentioned in terms of Frame size, ISO rating in terms of MW shall be considered for evaluation.</p> <p>13. 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.</p> <p>14. Scope for capital overhaul of STG shall cover Bearing Inspection work and overhauling of all cylinders of the Turbine unless otherwise specifically indicated in the PQR.</p> <p>15. In case the tendered scope is not a Pulverised Fuel Boiler, experience of Oil/Gas Fired Boilers also can be considered unless otherwise specifically indicated in the PQR.</p> <p>16. The value of work (Experience submitted against PQR B) shall be updated as per the PVC indices for "All India Avg. Consumer Price Index for Industrial Workers" with base month as date of execution (completion of contract/work) and indexed upto two months prior to bid opening month.</p>
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BIDDER SHALL SUBMIT ABOVE PRE-QUALIFICATION CRITERIA FORMAT, DULY FILLED-IN, SPECIFYING RESPECTIVE ANNEXURE NUMBER AGAINST EACH CRITERIA AND FURNISH RELEVANT DOCUMENT IN THE RESPECTIVE ANNEXURES IN THEIR OFFER.

BHEL PSWR
Notice Inviting Tender
Tender Specification No: BHE/PW/PUR/SAT-GEN U#11/1560

ANNEXURE - 2

CHECK LIST

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

1	Name and Address of the Tenderer		
2	Details about type of the Firm/Company		
3.a	Details of Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
3.b	Details of alternate Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
4	EMD DETAILS	DD No: Date : Bank : Amount: <u>Please tick (√) whichever applicable:-</u> ONE TIME EMD / ONLY FOR THIS TENDER	
5	Validity of Offer	TO BE VALID FOR SIX MONTHS FROM DUE DATE	
		APPLICABILIT Y(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 Authorized Signatory	Applicable/ Not Applicable	YES/NO

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BHEL PSWR
Notice Inviting Tender
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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)

IMPORTANT INFORMATION

Sealed Tenders shall be submitted at following address to AGM /Purchase BHEL PSWR NAGPUR:
BHEL PSWR, SRIMOHINI COMPLEX, 345 KINGSWAY, NAGPUR 440001, INDIA

All correspondences regarding this tender shall be addressed to AGM / PURCHASE BHEL PSWR at above address. Bidders may also opt to correspond with following BHEL officials regarding this tender through email at following email ids. However please be informed that sealed tenders shall necessarily be submitted in original at above address:

AGM Purchase, Email id: rajeebc@bhelpswr.co.in. Ph: +91 – 712 – 3048633

Sr Engineer Purchase, Email: pgv@bhelpswr.co.in, Ph: +91 – 712 – 3048713

Engineer Purchase, Email id: shubh@bhelpswr.co.in , Ph: +91 – 712 – 3048742

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. **Refer Chapter XII of Volume IB Special Conditions of Contract regarding Suspension of Business Dealings: The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' has now been uploaded on www.bhel.com on "supplier registration page" at the following link: http://www.bhel.com/vender_registration/pdf/Suspension-of-Business-Dealings-with-Supplier-issued-Sept13_abridged.pdf**
3. **All Statutory Requirements as applicable for this project shall be complied with.**
4. **BHEL Fraud Prevention Policy, "The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice."**
5. **Following clause shall form part of the HSE documents issued under Chapter IX of Volume IB 'Special Conditions of Contract'**

"In case of any financial deduction made by Customer for lapses of safety other than what is provided elsewhere in the contract, the same shall be charged on back-to-back basis on the defaulting contractor without prejudice to any other right spelt anywhere in the tender /contract"
6. **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

7. **Following Notes are added to Form F- 15 of Volume I D 'Forms & procedures'**

- i. It is only indicative and shall be as per the online format issued by BHEL time to time.
- ii. No request will be entertained after specified date of the current month w.r.t the changes requested in the scores of immediate previous month.

8. **Acceptance of Bank Guarantee (BG)**

Revision in Acceptance of Bank Guarantee (BG) Clause no. 1.10.3 (V) of Vol I C GCC:

Clause No. 1.10.3 (V) of Vol IC GCC is revised as below:-

"Bank Guarantee issued by:

- a. Any of the BHEL consortium bank listed below :

State Bank of India
ABN Amro Bank N.V.
Bank of Baroda
Canara Bank
Citi Bank N.A.
Corporation Bank
Deutsche Bank
HDFC Bank Ltd.
The Hongkong and Shanghai Banking Corporation Ltd.
ICICI Bank Ltd.
IDBI Ltd.
Punjab National Bank
Standard Chartered Bank
State Bank of Travancore
State Bank of Hyderabad
Syndicate Bank

- b. Any public sector Bank (other than consortium banks) with a clause in the text of Bank Guarantee that it is enforceable at Nagpur, Maharashtra
- c. Any private sector banks, with a clause in the text of Bank Guarantee that it is enforceable by being presented at any branch of the bank

Note: "Bank Guarantees issued by Co-operative Banks are not acceptable".

9. **Following Clauses of Volume IC General Conditions of Contract shall not be applicable for this contract:**

9.1. Clause 2.9: Progress Monitoring, Monthly review and Performance Evaluation

9.2. Clause 2.12: Over Run Compensation

9.3. Clause 2.13 Interest Bearing Recoverable Advances

9.4. Clause 2.14: Quantity Variation

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9.5. Clause 2.17: Price Variation Clause

9.6. Clause 2.15.5: Extra works in man-hours

10. Defect liability/ Workmanship guarantee period shall be 6 months.

11. 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 is given in Annexure V of NIT:

- 11.1. 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).
- 11.2. 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.
- 11.3. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
- 11.4. 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.
- 11.5. 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.
- 11.6. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
- 11.7. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
- 11.8. 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.
- 11.9. 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.
- 11.10. Reverse auction will be conducted on scheduled date & time.
- 11.11. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.

-
- 11.12. 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.
- 11.13. 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.
- 11.14. 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.
- 11.15. 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.
- 11.16. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
- 11.17. 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.

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TECHNICAL CONDITIONS OF CONTRACT (TCC)

BHARAT HEAVY ELECTRICALS LIMITED



TECHNICAL CONDITIONS OF CONTRACT (TCC) CONTENTS

SI No	DESCRIPTION	Chapter	No. OF PAGES
Volume-IA	Part-I: Contract specific details		
1	Project Information	Chapter-I	1
2	Scope of Works	Chapter-II	1
3	Special Terms and Other Conditions	Chapter-III	4
4	Manpower, T & Ps and Consumables	Chapter-IV	4
5	Quality Requirements	Chapter-V	1
6	Time Schedule & Mobilization	Chapter-VI	1
7	Terms of Payment	Chapter-VII	1
8	Taxes and Duties	Chapter-VIII	3
9	Facilities in the scope of BHEL/Contractor	Chapter-IX	1

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - I : PROJECT INFORMATION

1.0	Project Information
	<p>1) Purchaser : M/s MPPGCL Satpura</p> <p>2) Project Title : Generator Dismantling, assistance during modification & assembly U#11, 250 MW MPPGCL Satpura</p> <p>3) Nearest Railway Station : Ghoradongri</p> <p>4) Nearest Airport : Bhopal</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 WORK

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

PRE SHUTDOWN WORK

1. Mobilization of site.
2. Arranging Gate pass & Accommodations to the contract personnel.
3. Shifting of material store and T&Ps.
4. Shifting of special T&Ps to Turbine floor.
5. Removal of Enclosures Cover and erect back, if required.

2.0 SCOPE OF WORK:

1. Exciter Outer Hood Removal and Gen-exciter decoupling
2. Exciter dismantling
3. LP Generator decoupling
4. Bearing No. 4 pedestal cover removal
5. Bearing No. 4 Yoke & top half bearing removal
6. Bearing oil clearance checking
7. Generator outer/inner oil catcher removal
8. Removal of H2 coolers pipe line
9. Bearing No. 5 & 6 top half removal, bearing clearance checking
10. Seal Body dismantling & removal
11. Both side End Shield / Winding Cover removal
12. Rotor Thread Out
13. Assistance to BHEL Haridwar Team for carrying out inspection / modification work
14. H2 Seal Ring DPT and dimensional check
15. Rotor Thread In
16. Rectification of oil clearance by scraping & matching
17. Repair & Replacement of Oil guard fins, Seal Ring & Bearing if required
18. LP- Generator and Gen-Exciter coupling
19. All alignment and swing checking
20. Winding Cover fixing
21. End Shield Box up
22. Both side Seal Body Assy & box up of bearings 4,5 & 6
23. Application of Sealing Compound in End Shield
24. Assembly of H2 coolers pipe line
25. Oil flushing & air tightness test of generator
26. Putting machine on barring gear

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – III: SPECIAL TERMS & CONDITIONS

3.1 SPECIAL TERMS AND CONDITIONS:

1. Transportation of materials from BHEL/Customer stores and return to store if not used.
2. Transportation of special lifting tackles and T & Ps from BHEL store to site and return to store after completion of job.
3. General illumination is available but for carrying out job any illumination required is to be arranged by Bidder.
4. The time schedule is essence of this contract. Subcontractor should complete the all work within **20 days** of schedule.
5. 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.
6. All welding electrode (special type also) required for the welding will be bidder's scope.
7. 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 BHEL.
8. 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.
9. All the works shall be carried out as per the instructions and to the satisfaction of the BHEL Engineer In-charge.
10. The contractor will attend contributory to faulty and poor workmanship during commissioning and trial run of the equipment.
11. 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. Same workmen will not be allowed to work more than 12 hrs a day
12. It is the responsibility of contractor to keep the plant, equipment, machinery and surrounding area clean.
13. The names of working persons like Site in-charge, supervisors, foreman, main fitters to be deployed during the job with full details has to be submitted stating their area of work and experience and specialization of the work to site in-charge before the start of work. BHEL may ask to change/delete the person not found suitable for the work at any point of time during execution of job. For any addition and deletion of the working person prior permission from BHEL shall be taken.
14. Subcontractor has to ensure that all the key persons must continue till completion of job i.e. machine comes on Barring Gear/load. Subcontractor manpower should remain at site for a period of three days after machine comes on Barring Gear/load.
15. Mobilization of full strength shall be done within three days after LOI.
16. Work distribution sheet for all the workers/supervisors deployed shall be submitted to BHEL one day in advance on daily basis.
17. Subcontractor should mobilize additional resources such as plant, equipment's, material as may be required by site in-charge to improve the progress of the work if the progress of the work is not satisfactory
18. Subcontractor should mobilize additional resources such as plant, equipment's, material as may be required by site in-charge to improve the progress of the work if the progress of the work is not satisfactory.
19. Subcontractor should get registered under relevant sales tax and or work contract Act (VAT) where the jobs are executed.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – III: SPECIAL TERMS & CONDITIONS

20. Party has to quote lump sum rate for all activities mentioned in the price bid as the actual quantities may vary during dismantling/overhauling and assembly of the unit for which the contractor is not permitted to raise any dispute or claims. Items mentioned as optional will be taken up depending on condition, availability of spares and requirement.
21. Scrap & insulation etc. is to be shifted to scrap disposal area as indicated by the BHEL Engineer-in-charge.
22. One administrative personnel to control the resources and attendance of the workers to be ensured.
23. Enerpack make close height Hydraulic jacks of 50T and 100T capacity - 4 nos. each shall be arranged by the contractor in 100 % working conditions.
24. If the duration of work continues beyond stipulated period due to any reason, no claim for compensation will be entertained. Also, ORC and PVC not applicable.
25. The work details are brief & for Subcontractor knowledge only. Subcontractor will have to do all the related works as per requirement.
26. 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.
27. No compensation claimed for idle labor for any reason will be entertained by BHEL.
28. All general tools and plants for execution of the work will have to be arranged/ maintained by the contractor at his own cost & risk.
29. In normal course, the interpretation of the under signed on any matter or decision given by him on any disputable points will be final and binding on the contractor.
30. Successful bidder is to obtain labor license before the start of the work.
31. Successful bidder is to obtain necessary "No Dues" certificate before de-mobilization from site.
32. Completion of all the activities listed in the scope within a tight schedule of **20 days from start to Barring Gear is the essence of the contract. Post restoration and barring Gear and Synchronization of unit, observation for 72 hrs at stable load and attending all works to rectify defects, if any, is included within the scope of work.**
33. Sufficiently adequate man power T&P and other resources should be mobilized by the contractor to operate round the clock work progress with standby technicians to be deployed immediately if need arises. Offer should be submitted considering these requirements.
34. Accommodation for the sub-contractor's manpower will be provided if made available by the customer as per the applicable charges.
35. Scaffolding pipes and 40 mm thick wooden planks are to be arranged by Sub-contractor for various platforms and temporary arrangements.
36. Adequate numbers of tarpaulin are to be arranged by the sub-contractor for covering of various equipments during insulation removal / application.
37. Skilled EOT Crane Operators for round the clock working shall be in bidder's scope.
38. **Contractor should engage at least One Safety Supervisor/ Safety Officer in each shift during the contract period.**

NOTE:

1. **The specific work which is not mentioned in the scope of work but required to be carried out for completion of subject work is in the bidder's scope.**
2. **Decision of BHEL site in charge regarding interpretation of the scope of work shall be final.**

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3.2. LAISON WITH ALL STATUTORY AUTHORITIES:

- a) Compliance of statutory provisions, 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.
- d) Liasoning with local commercial tax dept. to obtain Coml. Tax exemption certificate.

3.4 SUBMISSION OF DOCUMENTS:

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

1. Test certificates of Pulling and Lifting machines and appliances.
2. Details of workers to be deployed with name, address, category.
3. Details of supervisory staff to be deployed.
4. Authorization for receipt of materials and for signing of Measurement Books etc,
5. Labour license specific to the contract.
6. List of T&P brought into plant premises along with their serial numbers and dates/years of purchase.
7. All the Staff/Workers deputed for the Job should have Insurance Cover and document in this regard should be submitted along with 1st RA Bill.
8. List of consumables brought into plant premises along with their serial numbers and dates/years of purchase, along with test certificates wherever applicable.
9. Insurance policy for the workers to be deployed in this contract.
10. Safety undertaking.
11. Copy of ESI certificate to be furnished.
12. Proof of Payment of Service Tax.

The contractor shall submit following documents in report form within 15 days from commissioning of unit after the overhaul/shut down work is completed (except Sl.No.11 to 12 which are required before final bill is processed):

- Details of work executed.
- Measurements against different schedules in compiled form.
- Material issue details.
- Material consumption details.
- Material returns details.
- Details of retrenchment benefits given to workmen.
- Details of issue of PF slip to workmen.
- Details of settlement of accident benefits if any to workmen
- Copies of pay sheets to workmen.
- Details and proof of remittance of PF to workmen (before final bill).
- No dues clearance from different stores of customer
- Valid labour license

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3.5 STATUTORY INSPECTION:

Please refer 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). This includes arranging for inspection visits of such authorities periodically as per requirement, submitting documents etc. and payment of fees connected with it.

3.6 SAFETY:

Strict Safety measures have to be followed at Site.

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.

3.7 SECURITY DEPOSIT

Please refer our "General and special conditions of contracts".

3.8 OTHER TERMS AND CONDITIONS

- 3.8.1 Successful bidder has to extend manpower assistance to BHEL Haridwar/PS-TS team for carrying out Root Cause Analysis (RCA) of Vibration.
- 3.8.2 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.
- 3.8.3 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'.
- 3.8.4 Defect liability period against bad workmanship shall be 06 (Six) months from the date of commissioning/Barring gear of the machine. During this period if any re-work are required to be carried out then same shall be carried out by successful bidder.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – IV: MANPOWER, T&Ps AND CONSUMABLES

4.0 MANPOWER, T & PS AND CONSUMABLES:

4.1 LIST OF MANPOWER REQUIRED

Sl.No	Manpower	Category	No. of Persons
1.	Site-in charge	Site-in charge	1
2.	Foreman	Graduate	1
3.	Supervisor	Graduate	1
4.	Store Keeper	Non-Graduate	1
5.	HP Welder	IBR	0
6.	Welder (Non-IBR)	Skilled	2
7.	Gas cutter	Skilled	2
8.	Millwright Fitter	Skilled	2
9.	Sarang	Skilled	2
10.	Fitter	Skilled	4
11.	Electrician	Semi-Skilled	1
12.	Jr.Filter	Semi-Skilled	4
13.	Insn.Lagger/ Carpenter	Semi-Skilled	1
14.	Grinder Man	Semi-Skilled	1
15.	Rigger	Semi-Skilled	5
16.	Helper	Un-Skilled	10

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

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

Successful bidder has to arrange suitable mobile communication facility for BHEL site-in charge

4.2 MAN POWER & T & P:

1. Adequate manpower along with T&P should be deployed at site. All the T&P required for the work shall be arranged by the contractor and all T&P should reach the site within 3 days after placement of LOI. All the measuring instruments shall be duly tested / calibrated and valid certificate to that effect should be submitted to our Site In-charge before start of the work.
2. A deployment plan along with experience and name of the Site In-charge, Engineers, Supervisors, Foreman and main technicians to be submitted on per shift basis.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – IV: MANPOWER, T&Ps AND CONSUMABLES

4.3 LIST OF TOOLS AND PLANTS TO BE ARRANGED BY CONTRACTOR

01. Taper gauge, slip gauge set, depth gauge and depth micrometer.
02. Feeler gauge sets, feeler strips of 0.03 to 0.10 mm size.
03. One set of 2 meter long feeler gauge strips (0.05 to 1.0 mm).
04. Dial indicators with magnetic bases (at least 2 dials of diameter 40 mm travel – 5 mm).
05. Micrometers (inside and outside up to 300 mm, 450mm, 600mm & 1000mm).
06. Telescopic gauge (2 sets). Bevel protractor and combination sets.
07. Try square.
08. Set of parallel blocks/ V blocks.
09. Vernier calipers, (150 and 300 mm), measuring steel tapes and 5 meters steel rulers.
10. Precision spirit level (with micro head).
11. 2 sets of D.E. and Ring spanners (6-36mm).
12. 2 sets of box spanners (6 to 20mm and 22-50mm).
13. Allen keys of various sizes (from 2mm. onwards).
14. D.P.Test Kit (with consumables).
15. Crowbars tin cutters, pliers (cutting plier, nose plier grip plier circlip-outside and inside).
16. Screw drivers and sledge hammers – 10 lbs – 1 lbs.
17. Adjustable wrenches, pipe wrenches and heck saws.
18. Single ended spanners (36 Mm and above).
19. Flat, half round, triangular bearing scrappers-8", to 12".
20. Files flat round, half round and square, rough and smooth (sizes 6", 9" and 12").
21. Bench Grinders, straight grinders GQ4 and GQ6, Angle grinders.
22. Reamers upto 30 mm. Taper reamers.
23. Drilling machine with magnetic stand upto –30 mm with drill bits.
24. Flexible grinders with grinding stones and cutters of different Shapes and sizes, Angles Grinders and Sander machine.
25. Number punch, letter punch, centre punch and hole punches etc.
26. Steel wire brushes, wire brush wheels, nylon wire brushes and Painting bushes.
27. Reamers and honing tools with proper jigs and fixtures for carrying out coupling hole Reaming /honing.
28. Lifting devices eye bolts, D-shackles, slings of various sizes Guide rods etc.
29. Chain pulley blocks upto 5 tons, 2 tons pull/lift.
30. Copper/Brass rods dia. ½" to 1 ½"X450 mm.
31. Tap and die sets 6 to 36 mm.
32. Surface plate 450 X 450 mm.
33. Torch light/hand lamps with cables, 230/24 V transformer.
34. Torque wrench and torque multiplier.
35. Wooden mallet, Nylon Mallet.
36. Hand glover-asbestos, Manila rope, asbestos cloth leather and Rubber gloves.
37. Set of needle files.
38. Air blower – electric.
39. Electric drills – ¼", ½", and 5/8".

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – IV: MANPOWER, T&Ps AND CONSUMABLES

40. Ball pen hammer of various sizes.
41. Gas cutting and heating set with torches regulators, hoses and cylinder minimum two sets).
42. Arc welding generator/rectifiers with regulator, cables, Electrode holders and shields, TIG welding holders.
43. Pneumatic – grinders.
44. Hose pipes for compressed air.
45. Bench vices.
46. Hydraulic jacks 5, 10, 25, 50 & 150 tons capacity and screw jacks- 5 to 10 tons.
47. Hydraulic pump for testing coolers and 500 V megger.
48. Electric switchboards and flood light arrangements with fuse boxes and isolating switches, Plugs and sockets.
49. In addition to above T and P contractor will be required to fabricate fixtures such as pullers etc. for removal of any other equipments related to the scope of work.
50. Pedestal fans/air coolers.
51. Wooden sleepers.
52. Wooden Planks.
53. Magnifying glass.
54. Plastic helmets, Fiber helmet.
55. Gas cutting/welding goggles, grinding goggles.
56. Bearing pullers.
57. Tarpaulin.
58. Insulation testers and Meggers 500 V and 1000 V at least 1 No. each.
59. Any other T and P as per requirement and as per our General and special conditions of Contracts.
60. Digital Multimeter
61. Analogue multimeter of Motwane make
62. Scaffolding materials

NOTE:

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

4.4 CONSUMABLES TO BE ARRANGED BY CONTRACTOR

(The list is indicative only and not exhaustive)

01. Kerosene oil.
02. Rustolene.
03. Petrol/white Petrol/Benzene/CRC.
04. Grease/Graphite Grease.
05. Hacksaw Blades.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – IV: MANPOWER, T&Ps AND CONSUMABLES

06. Waste cloth/Cotton.
07. Marking/lint free cloth/Muslin.
08. Asbestos cloth/Asbestos cord.
09. Prussian blue.
10. Graphite (flaked) powder/Molykote/Mosil.
11. Cardiom compound.
12. Hylomer (6 tubes)/Silicon sealant (24 tubes)/Gasket sealing compound.
13. Lead wire 1.0 m/1.5 mm/0.5 mm.
14. Liquid soap.
15. Carborandum grinding paste coarse/fine/Diamond lapping paste.
16. Emery papers/Rolls.
17. Cutoff wheels.
18. Grinding wheels.
19. Oil stones, Mounted wheels, rotary cutters.
20. D. P. test chemicals.
21. Gas Cylinders for cutting/welding.
22. Chalk pieces, marking pens, thermo chinks upto 400c
23. Insulation tape, Johnson Tapes.
24. Sander discs and wheels.
25. Polyethylene sheets.
26. Araldite, M. Seal, Instabond, Dendrite.
27. CRC 2-26, white spirit.
28. Electric fuse wire, cables for the connections
29. 2.5 mm² Cu cable (flexible) of 200 mtr. length.
30. Ortho phosphoric acid
31. CRC Lectra-clean.

Note: The above list is only indicative & not exhaustive. Arrangement for any other consumables required for completion of job shall be the responsibly of the contractor.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-V: QUALITY REQUIREMENT

5.0 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 /radiography / 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 The inspection/measuring and testing equipments should be of brand, quality and accuracy, as specified by BHEL engineer and should have valid calibration certificates traceable to national/international standards.
- 6.0 Total quality is the watchword of the work and contractor shall strive to achieve the quality standards, procedures laid down by BHEL. He will follow the instructions as per BHEL drawings and quality standards.
- 7.0 The welder's performance will be reviewed from time to time as per the BHEL/ IBR standards and any welder not performing to the standards set by BHEL/ IBR standards will be removed from working, Contractor shall arrange for the alternate welders immediately.
- 8.0 **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.

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Chapter-VI: TIME SCHEDULE & MOBILIZATION

6.0 TIME SCHEDULE & MOBILIZATION

6.1 INITIAL MOBILIZATION

After receipt of fax LOI, Contractor shall discuss with Construction Manager/BHEL In charge regarding initial mobilization. **Full-fledged team along with T&P and consumables shall be mobilized immediately after award of work as Unit is already under shut down**

6.2 MOBILIZATION FOR DISMANTLING, INSPECTION, OVERHAULING AND ASSEMBLY ETC.

The activities for dismantling, inspection, overhauling and assembly etc shall be started as per directions of Construction Manager of BHEL.

The entire work of dismantling/overhauling and assembly shall be completed within a period of **20 days. Machine is already under shut-down.** The date of commencement of work shall be mutually agreed date with Project Manager of BHEL.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VII: TERMS OF PAYMENT

7.0 TERMS OF PAYMENT

Payment will be released on completion of activities as below:

1. 50% after the Mobilization, Dismantling, with submission of Insurance & Labour License.
2. 40% after Assembly and Barring Gear of machine
3. Final 10% on Synchronizing of Machine & Completion of all work and also on payment of all dues and submission of all the documents like No Dues certificate from Customer, EPF challan, Insurance, Labour License, Labour Payment sheets, proof of payment of service tax etc).

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

Note:

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

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VIII: TAXES AND DUTIES

8.0 TAXES, DUTIES, LEVIES (Consolidated Rev 05 dated 13/08/2015)

8.1. For All types of works excepting works covered under sl no 8.2

8.1.1

The contractor shall pay all (save the specific exclusions as enumerated in this contract) taxes, fees, license charges, deposits, duties, tools, royalty, commissions or other charges which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit.

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

8.1.2 Service Tax & Cess on Service Tax

Contractor's price/rates shall be exclusive of Service Tax and Cess on Services. In case, it becomes mandatory for the contractor under provisions of relevant act/law to collect the Service Tax & Cess from BHEL and pay the same to the concerned tax authorities, such applicable amount will be paid by BHEL at the prevailing Service Tax Rate (presently 14 %) on the admitted bill value.

Contractor shall submit to BHEL documentary evidence of Service Tax registration certificate specifying name of services covered under this contract. Contractor shall submit serially numbered Service Tax and Cess Invoice, signed by him or a person authorized by him in respect of taxable service provided, and shall contain the following, namely,

1. The name, address and the registration number of the contractor,
2. The name and address of the party receiving taxable service,
3. Description, classification and value of taxable service provided and,
4. The service tax payable thereon.

All the Four conditions shall be fulfilled in the invoice before release of service tax payment.

Wherever, more than one route/option are available for discharge of service tax liability under a particular service, (e.g. "works contract Service"), contractor shall obtain prior written consent from BHEL site before billing the amount towards Service Tax.

8.1.3 VAT (Sales Tax /WCT)

As regards Value Added Tax (VAT)/CST on transfer of property in goods involved in Works Contract (previously known as Works Contract Tax) applicable as per local laws, the price quoted by the contractor shall be inclusive of the same and in no case input or output VAT/CST will be reimbursed extra.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VIII: TAXES AND DUTIES

In any case the Contractor shall register himself with the respective Sales Tax authorities of the state and submit proof of such registration to BHEL along with the first RA bill. Contractor will submit all the details of VAT/CST paid for the contract in the prescribed format of the respective state VAT laws. Also, the contractor will issue the tax Invoices to BHEL as per the Tax laws of respective state on monthly basis. Contractor shall also be required to furnish to BHEL necessary proof of VAT remittance on monthly basis.

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

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

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

8.2 ——— 'Enabling Works'

~~The contractor shall pay all (save the specific exclusions as enumerated in this contract) taxes, fees, license charges, deposits, duties, tools, royalty, commissions or other charges which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit. (i.e. rates quoted by bidder shall be inclusive of Service Tax, VAT/WCT and all other taxes and duties including new levies/taxes/duty if any)~~

~~However, Since the proposed work is in the nature of 'Works Contract service' as per Service tax law, Hence, For non-corporate contractors being Individual, HUF, Proprietary Firm, Partnership Firm or Association of Persons (AOP), BHEL shall recover the applicable Service Tax under reverse charge mechanism from the contractor and remit the same with the Government as per the provisions of Law. Necessary advice/confirmation of remittance shall be issued to the contractor. The contractor shall not be eligible for any refund/reimbursement of such service tax from BHEL. It shall be the responsibility of the contractor to submit proper invoice giving all the requisite details as per Service Tax Law for the determination of the service tax liability of BHEL under reverse charge mechanism. BHEL reserves the right to determine such liability based on the invoice submitted by the contractor or otherwise independently and remittance of the same with the Government.~~

8.3 New Taxes/Levies - For All types of works excepting works covered under sl no 8.2

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.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VIII: TAXES AND DUTIES

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.

8.4 BOCW Cess - For All types of works excepting works covered under sl no 8.2

The quoted rates shall be exclusive of the BOCW Cess which, if applicable, shall be paid extra by BHEL against Documentary evidence. However, the applicability of the BOCW Cess shall be got confirmed from BHEL in writing, before remitting such Cess/tax.

8.5 GST: For All types of works excepting works covered under sl no 8.2

As and when GST becomes applicable to this contract, the net differential (negative or positive) financial liability of the bidder to the Authorities (as compared to such liability prior to applicability of GST), if any, shall be to the account of BHEL. For this purpose, all available options under the GST shall be explored, and the decision of BHEL in this regard shall be final and binding on the bidder.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-IX: FACILITIES IN THE SCOPE OF BHEL/CONTRACTOR

9.0 FACILITIES IN THE SCOPE OF BHEL/CONTRACTOR

WATER	FREE OF CHARGE. WILL BE PROVIDED AT SINGLE POINT, FURTHER DISTRIBUTION IN THE SCOPE OF CONTRACTOR
POWER	FREE OF CHARGE. WILL BE PROVIDED AT SINGLE POINT, FURTHER DISTRIBUTION IN THE SCOPE OF CONTRACTOR
STORAGE SPACE	FREE OF CHARGE
EOT CRANE	BHEL SCOPE. FREE OF CHARGE
OPERATOR FOR EOT CRANE	BIDDER'S SCOPE
RESIDENTIAL ACCOMODATION FOR SUB-CONTRACTOR'S PERSONNEL	BIDDER'S SCOPE
COMPLRESSED AIR	FREE OF CHARGE
SCAFFOLDING MATERIALS FOR TEMPORARY PLATFORMS	BIDDER'S SCOPE