

TENDER SPECIFICATION

No. BHE/PW/PUR/CHT-CBL/1283

FOR

HANDLING AT SITE STORES/STORAGE YARD, TRANSPORTATION TO SITE OF WORK, COMPLETE ERECTION, TESTING, COMMISSIONING AND HANDING OVER OF CONTROL & INSTRUMENTATION CABLING WORKS FOR BOILER AND ITS AUXILIARIES, TURBOGENERATOR AND ITS AUXILIARIES, STATION C&I, FOR 2X500 MW, UNIT 8 & 9

AT

MAHARASHTRA STATE POWER GENERATION COMPANY LIMITED

**CHANDRAPUR SUPER THERMAL POWER STATION EXPANSION
PROJECT (2X500MW)**

CHANDRAPUR, DIST- CHANDRAPUR (MAHARASHTRA)

**VOLUME – I-TECHNICAL BID
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 Govt. of India Undertaking)
POWER SECTOR - WESTERN REGION
345, KINGS WAY - NAGPUR 440 001

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BHARAT HEAVY ELECTRICALS LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING)
POWER SECTOR - WESTERN REGION
SHREEMOHINI COMPLEX
345, KINGS WAY - NAGPUR 440 001

FOR

HANDLING AT SITE STORES/STORAGE YARD, TRANSPORTATION TO SITE OF WORK, COMPLETE ERECTION, TESTING, COMMISSIONING AND HANDING OVER OF CONTROL & INSTRUMENTATION CABLING WORKS FOR BOILER AND ITS AUXILIARIES, TURBOGENERATOR AND ITS AUXILIARIES, STATION C&I, FOR 2X500 MW, UNIT 8 & 9 ,AT

MAHARASHTRA STATE POWER GENERATION COMPANY LIMITED

**CHANDRAPUR SUPER THERMAL POWER STATION EXPANSION
PROJECT (2X500MW)**

CHANDRAPUR, DIST- CHANDRAPUR (MAHARASHTRA)

LAST DATE FOR Refer Notice Inviting Tender
TENDER SUBMISSION .

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.

For Bharat Heavy Electricals Limited

AGM (Purchase)
Place: Nagpur
Date :

1283

NOTICE INVITING TENDER

Bharat Heavy Electricals Limited

BHEL PSWR
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Ref: BHE/PW/PUR/CHT-CBL /1283

Date: 17/06/2014

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

=====

To

Dear Sir/Madam

Sub : NOTICE INVITING TENDER

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

1.0 Salient Features of NIT

SL NO	ISSUE	DESCRIPTION	
i	TENDER NUMBER	BHE/PW/PUR/CHT-CBL/1283	
ii	Broad Scope of job	HANDLING AT SITE STORES/STORAGE YARD, TRANSPORTATION TO SITE OF WORK, COMPLETE ERECTION, TESTING, COMMISSIONING AND HANDING OVER OF CONTROL & INSTRUMENTATION CABLING WORKS FOR BOILER AND ITS AUXILIARIES, TURBOGENERATOR AND ITS AUXILIARIES, STATION C&I, FOR 2X500 MW, UNIT 8 & 9 AT MAHARASHTRA STATE POWER GENERATION COMPANY LIMITED CHANDRAPUR SUPER THERMAL POWER STATION EXPANSION PROJECT (2X500MW) CHANDRAPUR, DIST- CHANDRAPUR (MAHARASHTRA)	
iii	DETAILS OF TENDER DOCUMENT		
a	Volume-IA	<i>Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc</i>	<i>Applicable</i>
b	Volume-IB	<i>Special Conditions of Contract (SCC)</i>	<i>Applicable</i>
c	Volume-IC	<i>General Conditions of Contract (GCC)</i>	<i>Applicable</i>
d	Volume-ID	<i>Forms and Procedures</i>	
e	Volume-II	<i>Price Schedule (Absolute value).</i>	<i>Applicable</i>
iv	Issue of Tender Documents	1. <u>Sale from BHEL PS Regional office at :</u> Start : 19/06/2014 , Closes: 03/07/2014 , Time : 16.00 Hrs	<i>Applicable/ Not applicable</i>

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		2. From BHEL website (www.bhel.com) Tender documents will be available for downloading from website till due date of submission	
v	DUE DATE & TIME OF OFFER SUBMISSION	Date :04/07/2014, 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 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"> • Pratih Gee Varghese/Sr Engineer(Purchase) • Shivkesh Meena / Engineer (Purchase) 	Applicable
vi	OPENING OF TENDER	1 hours after the latest due date and time of Offer submission <i>Notes:</i> (1) In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day. (2) Bidder may depute representative to witness the opening of tender	Applicable
vii	EMD AMOUNT	Rs 1,50,000/- (Rupees One Lakhs and Fifty Thousand Only)	Applicable
viii	COST OF TENDER	Rs 2000/- (Rupees Two Thousand 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) <u>and not in the newspapers</u> . 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.**

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

Sl no	Description	Remarks
Part-I A		
	<p>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 style="margin-left: 40px;">i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL</p> <p style="margin-left: 40px;">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>	

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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 : 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 OR 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</p>	

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	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:

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:

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(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 I)

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):

$$= \frac{\text{Aggregate of Performance scores for all similar packages in all the Regions}}{\text{Aggregate of months for each of the similar package for which performance should have been evaluated in all the Regions}}$$

$$= \frac{S_T}{T_T}$$

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
(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)	(x)
1	Similar Packages for all Regions → (under execution/	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

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	executed during period of assessment)								columns (iii) to (ix)
2	Number of Months for which 'Monthly Performance Evaluation' as per relevant formats should have been done in the 'period of assessment for corresponding similar Package (as in row 1)	T ₁	T ₂	T ₃	T ₄	T ₅	...	T _N	Sum (Σ) of columns (iii) to (ix) = T _T
3	Monthly performance scores for the corresponding period (as in Row 2)	S ₁₋₁ , S ₁₋₂ , S ₁₋₃ , S ₁₋₄ , ... S _{1-T1}	S ₂₋₁ , S ₂₋₂ , S ₂₋₃ , S ₂₋₄ , ... S _{2-T2}	S ₃₋₁ , S ₃₋₂ , S ₃₋₃ , S ₃₋₄ , ... S _{3-T3}	S ₄₋₁ , S ₄₋₂ , S ₄₋₃ , S ₄₋₄ , ... S _{4-T4}	S ₅₋₁ , S ₅₋₂ , S ₅₋₃ , S ₅₋₄ , ... S _{5-T5}	S _{N-1} , S _{N-2} , S _{N-3} , S _{N-4} , ... 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:

- 'Period of Assessment.
- 12 months preceding the cut-off month
- 24 months preceding the cut-off month
- 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 ≤ 65	0.4
3	> 65 and ≤ 70	0.35
4	> 70 and ≤ 75	0.25
5	> 75 and < 80	0.2
6	≥ 80	NA

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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
	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)	i). Electrical ii). CI iii). Others (Elec & CI)	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)

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- 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

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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,

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detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.

- 22.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 23.0 Consortium Bidding (or Technical Tie up) shall be allowed only if specified in Pre Qualifying Requirement (PQR) criteria, and in such a case the following shall be complied with:
- 23.1 Prime Bidder and Consortium Partner or partners are required to enter into a consortium agreement with a validity period of six months initially. In case the consortium is awarded the contract, then the Consortium Agreement between the Prime Bidder and Consortium Partner or partners shall be extended till contractual completion period including extension periods if any applicable.
- 23.2 'Stand alone' bidder cannot become a **'Prime Bidder' or a 'Consortium bidder' or 'Technical Tie up bidder' in a consortium (or Technical Tie up) bidding.** Prime bidder shall neither be a consortium partner to other prime bidder nor take any other consortium partners. However, consortium partner may enter into consortium agreement with other prime bidders. In case of non compliance, consortium bids of such Prime bidders will be rejected.
- 23.3 Number of partners for a consortium Bidding (or Technical Tie up) shall be as specified in the PQR
- 23.4 Prime Bidder shall be as specified in the Pre Qualification Requirement, else the bidder who has the major share of work
- 23.5 In order to be qualified for the tender, Prime Bidder and Consortium partner or partners shall satisfy (i) the Technical 'Pre Qualifying Requirements' specified for the respective package, (ii) "Assessment of Capacity of Bidder" as specified in clause 9.0
- 23.6 Prime Bidder shall comply with additional 'Technical' criteria of PQR as defined in 'Explanatory Notes for the PQR'
- 23.7 Prime Bidder shall comply with all other Pre Qualifying criteria for the Tender unless otherwise specified
- 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

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'stand alone' bidder for similar works, subject to certification from BHEL about the active involvement of the Prime Bidder for satisfactory execution of the works.

- 23.14 The consortium partner shall submit SD equivalent to 2% of the total contract value in addition to the SD to be submitted by the prime Bidder for the total contract value. In case there are two consortium partners, then each partner shall submit SD equivalent to 1% of the total contract value in addition to the SD to be submitted by the prime Bidder for the total contract value.
- 23.15 In case of a Technical Tie up, all the clauses applicable for the Consortium partner shall be applicable for the Technical Tie up partner also
- 24.0 The bidder shall submit documents in support of possession of 'Qualifying Requirements' duly self certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.
- 25.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 26.0 Order of Precedence
In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:
- a. Amendments/Clarifications/Corrigenda/Errata etc issued in respect of the tender documents by BHEL
 - b. Notice Inviting Tender (NIT)
 - c. Price Bid
 - d. Technical Conditions of Contract (TCC)—Volume-1A
 - e. Special Conditions of Contract (SCC) —Volume-1B
 - f. General Conditions of Contract (GCC) —Volume-1C
 - g. Forms and Procedures —Volume-1D

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

for BHARAT HEAVY ELECTRICALS LTD

AGM Pur

Enclosure

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

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ANNEXURE - 1

11 PRE QUALIFYING CRITERIA

JOB	HANDLING AT SITE STORES/STORAGE YARD, TRANSPORTATION TO SITE OF WORK, COMPLETE ERECTION, TESTING, COMMISSIONING AND HANDING OVER OF CONTROL & INSTRUMENTATION CABLING WORKS FOR BOILER AND ITS AUXILIARIES, TURBOGENERATOR AND ITS AUXILIARIES, STATION C&I, FOR 2X500 MW, UNIT 8 & 9 AT MAHARASHTRA STATE POWER GENERATION COMPANY LIMITED CHANDRAPUR SUPER THERMAL POWER STATION EXPANSION PROJECT (2X500MW) CHANDRAPUR, DIST- CHANDRAPUR (MAHARASHTRA).
TENDER NO	BHE/PW/PUR/CHT-CBL BAL/1283

SL NO	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Name and Description of qualifying criteria	Page no of supporting document. Bidder must fill up this column as per applicability
A	Submission of Integrity Pact duly signed (if applicable)	NOT APPLICABLE	
B	<p><u>Technical</u></p> <p>Bidder should have executed Erection and Commissioning works of (i) 'Cabling', OR (ii) 'Electrical Systems containing Cabling works' OR 'C&I Systems containing Cabling works' in any Industry in the last seven (7) years as on latest date of bid submission:-</p> <p align="center">AND</p> <p>B.1) Executed One similar work of value not less than Rs.80 Lakhs against single work order.</p> <p align="center">OR</p> <p>B.2) Executed Two similar work each of value not less than Rs 50 Lakhs against maximum two work orders</p> <p align="center">OR</p> <p>B.3) Executed three similar works each of value not less than 40 Lakhs against maximum three work orders.</p>	APPLICABLE	

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BIDDER SHALL SUBMIT “WORK ORDER” COPY ALONG WITH RESPECTIVE “BILL OF QUANTITY & SCOPE OF WORK” INCLUDING “RELEVANT DOCUMENT FOR WORK COMPLETION” FOR THE RESPECTIVE WORK ORDER IN SUPPORT OF THE TECHNICAL QR.

IN ABSENCE OF ABOVE SAID DOCUMENTS, OFFER OF THE BIDDER WILL NOT BE CONSIDERED FOR EVALUATION.

C-1	Financial Turnover Bidders must have achieved an average annual financial turnover (Audited) of Rs 30 Lakhs or more over last three Financial Years (FY) i.e. 2011-2012, 2012-2013, 2013-14 OR 2010-2011, 2011-12 and 2012-13 if Annual Accounts for FY 2013-14 are not audited.	APPLICABLE	
C-2	NETWORTH (only in case of Companies) Net worth of the Bidder based on the latest Audited Accounts as furnished for 'C-1' above should be positive	APPLICABLE	
C-3	PROFIT Bidder must have earned cash profit in any one of the three Financial Years as applicable in the last three Financial Years defined in 'C-1' above based on latest Audited Accounts.	APPLICABLE	
D	Assessment of Capacity of Bidder to execute the work as per sl no 9 of NIT	APPLICABLE	By BHEL
E	Approval of Customer	NOT APPLICABLE	BY BHEL
F	Price Bid Opening Note: Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria A to E	APPLICABLE	BY BHEL
F	Consortium criteria	NOT APPLICABLE	

Explanatory Notes for the PQR (unless otherwise specified in the PQR):

1. Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated against C-1 above along with all annexures
2. In case audited Financial statements have not been submitted for all the three years as indicated against C-1 above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years i.e total divided by three.
3. C-2:-NETWORTH : Shall be calculated based on the latest Audited Accounts as furnished for C-1 above. Net worth = Paid up share capital + Reserves. (Net worth is required to be evaluated in case of companies)
4. C-3:- PROFIT : shall be NET profit (PAT + Non cash expenditure viz depreciation) earned during any one of the three financial years as in C-1 above
5. 'Additional' Criteria in respect of 'Technical' criteria of PQR (as in 'B' above) for Civil, Electrical, CI, unless otherwise specified:
 1. Bidder should have executed similar work of any one of the following:

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	<p>a. One (1) work of value not less than Rs XXX OR</p> <p>b. Two (2) works of not less than Rs YYY OR</p> <p>c. Three (3) works of not less than Rs ZZZ (Value XXX, YYY, ZZZ shall be as indicated by BHEL</p> <p>2. 'Similar' work for criteria 5 above means</p> <p>a. Civil or Structures or Civil & Structures or Chimney respectively as applicable to the tendered scope in respect of 'CIVIL' Works</p> <p>b. Electrical works in respect of 'ELECTRICAL'</p> <p>c. CI works in respect of 'CI' Works</p> <p>d. Material Handling and/or Management works in respect of 'MM' works</p> <p>6. Time period for achievement of the 'Technical' criteria of PQR (as in 'B' above) will be the last 7 years ending on the 'latest date' of Bid submission</p> <p>7. 'EXECUTED' means the Vendor should have achieved the criteria specified in the Technical criteria of PQR (as in 'B' above) even if the Contract has not been completed or closed</p> <p>8. Unless otherwise specified, for the purpose of 'Technical' criteria of PQR (as in 'B' above), the word 'EXECUTED' means:</p> <p>1. "BOILER LIGHT UP" in respect of Boiler & Aux and ESP</p> <p>2. "SYNCHRONISATION" in respect of STG/GTG and 'SPINNING' in case of HTG</p> <p>3. "STEAM BLOWING COMPLETION" in respect of at least Main Steam Line of Power Cycle Piping</p> <p>4. "HYDRAULIC TEST" of the system in respect of Structures, Pressure parts/IBR Piping</p> <p>5. "CHARGING" in respect of power Transformers, Bus ducts, HT/LT switchgears</p> <p>6. "Completion of RCC Shell and liner (steel or brick as per tendered scope) up to the HEIGHT specified using slip form" in case of RCC Chimney.</p> <p>7. Achievement of physical Quantities as per respective PQRs in respect of Civil & Structures and Piling Works</p> <p>8. 'Readiness for coal Filling" in respect of Bunker Structure Work.</p> <p>9. Boiler means HRSG or WHRB or any other types of Steam Generator</p> <p>10. Critical/Power Cycle piping means Main Steam, Hot Reheat, Cold Reheat, HP Bypass, LP Bypass lines</p> <p>11. For the purpose of evaluation of the PQR, one MW shall be considered equivalent to 3.5TPH where ever rating of HRSG/BOILER is mentioned in MW. Similarly, where ever rating of Gas Turbine is mentioned in terms of Frame size, ISO rating in terms of MW shall be considered for evaluation.</p> <p>12. In case the experience/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>13. Scope for capital overhaul of STG shall cover Bearing Inspection work and overhauling of all cylinders of the Turbine unless otherwise specifically indicated in the PQR.</p> <p>14. In case the tendered scope is not a Pulverised Fuel Boiler, experience of Oil/Gas Fired Boilers also can be considered unless otherwise specifically indicated in the PQR.</p> <p>15. 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.

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ANNEXURE - 2

CHECK LIST

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

1	Name and Address of the Tenderer	
2	Details about type of the Firm/Company	
3.a	Details of Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:
3.b	Details of alternate Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:
4	EMD DETAILS	DD No: Date : Bank : Amount: <u>Please tick (√) whichever applicable:-</u> ONE TIME EMD / ONLY FOR THIS TENDER
5	Validity of Offer	TO BE VALID FOR SIX MONTHS FROM DUE DATE
		APPLICABILITY(BY BHEL) ENCLOSED BY BIDDER
6	Whether the format for compliance with PRE QUALIFICATION CRITERIA (ANNEXURE-I) is understood and filled with proper supporting documents referenced in the specified format	Applicable YES / NO
7	Audited profit and Loss Account for the last three years	Applicable/ 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	Not Applicable YES/NO

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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 :
SIGNATORY**

**AUTHORISED
(With Name, Designation and Company seal)**

IMPORTANT INFORMATION

1. The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site (www.bhel.com ---> Tender Notification -> List of Banned Firms)
2. All Statutory Requirements as applicable for this project shall be complied with.
3. Please take note of following Revised Tender Clauses:
 - i. Notice Inviting Tender: SI No 9
 - ii. General conditions of Contract: Clause No 1.15.13 (New), Clause No 2.8.3, 2.8.4 and 2.8.5
4. 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.

5. PRICE VARIATION CLAUSE

Revision in Price Variation Compensation Clause no. 2.17 of Vol I C GCC:

Clause No. 2.17.9 of Vol IC GCC is revised as below:-

PVC shall be applicable only during the extended period of contract (if any) after the schedule completion date for the portion of work delayed / backlog for the reasons not attributable to Contractor. However total quantum of Price Variation amount payable/recoverable shall be regulated as follows:

- i. For the portion of backlog attributable to the contractor and for the portion of backlog due to force majeure condition during contract period, PVC shall not be paid.
- ii. For the period of force Majeure during extended contract period, PVC will be as per the indices applicable at the beginning of the force majeure period.
- iii. void
- iv. The total amount of PVC shall not exceed 20% of the cumulatively executed contract value during the extended contract period. Executed contract value for

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this purpose is exclusive of PVC, ORC, Supplementary/Additional Items and Extra works.

Clause No. 2.17.5 of is modified as below:-

Base date shall be the calendar month of the (schedule completion date of the contract + Period extended for the reasons due to Force Majeure Condition). Schedule Completion date shall be the actual start date plus contract period as defined in Chapter VI 'Vol IA TCC'

6. OVER RUN COMPENSATION

Modification in OVER RUN COMPENSATION Clause no. 2.12 of Vol I C GCC:

Clause No. 2.12 of Vol IC GCC is Revised as below:-

IF THE CONTRACT IS EXTENDED BEYOND THE CONTRACT PERIOD FOR ANY REASON OTHER THAN THOSE ATTRIBUTABLE TO THE CONTRACTOR OR FORCE MAJEURE CONDITIONS, THE CONTRACTOR WILL BE COMPENSATED BY PAYMENT OF OVERRUN CHARGES AT THE RATE OF **RS.50,000/- (Rupees Fifty Thousand Only)** PER MONTH. OVERRUN COMPENSATION WILL BE PAID FOR THE EXTENSION ATTRIBUTABLE TO BHEL ONLY. NO OVERRUN COMPENSATION WILL BE PAYABLE FOR THE EXTENSION ON ACCOUNT OF REASONS ATTRIBUTABLE TO CONTRACTOR AND/OR FORCE MAJEURE CONDITIONS. OVERRUN COMPENSATION FOR ELIGIBLE PERIOD SHALL BE IN PROPORTION TO THE PROGRESS ACHIEVED AGAINST THE PLAN FOR RESPECTIVE PERIOD.

7. 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:

- 7.1. 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).
- 7.2. 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“

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by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.

- 7.3. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
- 7.4. 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.
- 7.5. 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.
- 7.6. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
- 7.7. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
- 7.8. 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.
- 7.9. 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.
- 7.10. Reverse auction will be conducted on scheduled date & time.
- 7.11. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
- 7.12. 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.
- 7.13. 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.
- 7.14. 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.
- 7.15. 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

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with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.

7.16. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.

7.17. 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



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SI No	DESCRIPTION	Chapter
Volume-IA	Part-I: Contract specific details	
1	Project Information	Chapter-I
2	Scope of Works	Chapter-II
3	Facilities in the scope of Contractor/BHEL (Scope Matrix)	Chapter-III
4	T&Ps and MMEs to be deployed by Contractor	Chapter-IV
5	T&Ps and MMEs to be deployed by BHEL on sharing basis	Chapter-V
6	Time Schedule	Chapter-VI
7	Terms of Payment	Chapter-VII
8	Taxes and other Duties	Chapter-VIII
9	Specific Inclusion	Chapter-IX
10	Specific Exclusion	Chapter-X
11	Annexure-1	

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – I: Project Information

1.0	Project Information
1.1	INTROUCTION
1	OWNER : Maharashtra State Power Generation Company Ltd.
2	PROJECT TITLE : Chandrapur Thermal Power Expansion Project Unit- 8&9
3	PROJECT RATING : 2X500 MW
4	LOCATION : Chandrapur, Distt – Chandrapur, Maharashtra
5	NEAREST RAILWAY STATION : Chandrapur Railway Station on Delhi - Chennai rail route- 6 Km from project site
6	NEAREST PORT : Vishakhapatnam
7	NEAREST AIRPORT : Nagpur - 150 Kms
8	MAIN ROAD HIGHWAYS : State Highway- SH 264 connecting Chandrapur with Jam, Rajura & Mul National Highway– NH-7 connecting Varanasi to Madurai passing through Jabalpur, Seoni, Nagpur, Buti Bori, Jam, Adilabad and Hyderabad. Jam is at a distance of 100 Km from Chandrapur
9	LATITUDE : 19° - 59'12" N
10	LONGITUDE : 79° - 17'20" E

The bidder is advised to visit and examine the site of WORKS and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into the CONTRACT. All costs for and associated with site visits shall be borne by the bidder.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: Scope of Works

2.0.0 Scope of work involving Erection, Testing, Commissioning.

2.1.1

The work covered under this specification is of highly sophisticated nature, requiring the best quality of workmanship, engineering and construction management. The contractor should ensure timely completion of work. The contractor must have adequate quantity of tools, measuring instruments, etc. in his possession. He must also have on his rolls adequately trained, qualified and experienced engineers, supervisory staff and skilled personnel. The manpower deployment identified by contractor should match requirement of sophistication involving microprocessor-based max DNA systems.

2.1.2

The work shall be executed under the usual conditions affecting major power plant construction and in conjunction with numerous other operations at site. The contractor and his personnel shall co-operate with the personnel of other agencies, co-ordinate his work with others and proceed in a manner that shall not delay or hinder the progress of work as a whole.

2.1.3

All the work shall be carried out as per the instructions of BHEL engineer. *BHEL engineer's decision regarding the correctness of the work and method of working shall be final and binding on the contractor.*

2.1.4

The services, tests and support to be provided by the agency for the work mentioned in the various sections of this tender are indicative and not exhaustive, but not limited to these for the completion of the work in all respects.

2.1.5

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: Scope of Works

Contractor shall, erect, commission all the equipments, instruments and cabling etc. as per sequence prescribed by BHEL at site. The sequence of erection / commissioning methodology will be decided by the BHEL engineers depending upon the availability of materials/work fronts etc. No claims for extra payment from the contractor will be entertained on the grounds of deviation from the methods of erection / commissioning adopted in erection / commissioning of similar jobs or for any reasons whatsoever.

2.1.6

The work to be carried out under the scope of this specification covers the complete work of loading, handling, transporting, unloading, preassembly, erection, calibration, testing, air flushing, pre commissioning tests, commissioning of systems, trial run of various auxiliaries, achieving various activities till handing over of the unit to BHEL's customer, providing maintenance team to cater to guarantee responsibilities and maintenance thereafter. The work shall conform to dimensions and tolerances specified in various drawings that will be provided during the erection. If any portion of the work is found to be defective in workmanship or not conforming to drawings or other specifications, the contractor shall dismantle and re-do the work duly replacing the defective materials at his cost, failing which the work will be got done departmentally or by engaging other agencies and recoveries will be effected from contractor's bills towards expenditure incurred including 30% departmental charges.

2.1.7

The terminal points as decided by BHEL shall be final and binding on the contractor.

2.1.8

Descriptions of certain packages appearing in the rate schedule are available in this section and also in Appendix-I, to give general idea to tenderer about the type of equipment to be erected, calibrated, tested and commissioned.

2.1.9

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During the course of erection, testing and commissioning of C&I cabling work, certain rework/ modification/ rectification/ repairs/ fabrication etc., will be necessary on account of feed back from various thermal power stations or units already commissioned and/or units under erection and commissioning and also on account of design discrepancies and manufacturing defects and site operation/ maintenance requirements. Contractor shall carryout such rework / modification / rectification / fabrication repairs etc. promptly and expeditiously. Daily log sheets indicating the details of work carried out, man-hours, consumables used etc., shall be maintained by the contractor and got signed by BHEL engineer every day. Claims of contractor, if any, for such works will be dealt as per clauses 13.1 to 13.9.

2.1.10

The contractor's scope of work is further described in the clauses hereafter:

2.1.11

All tools, tackles, fixtures, equipments, materials, manpower, supervisors/ engineers, consumables, electrodes including oxygen, acetylene argon etc gases, primers, paints etc. required for this scope of work shall be provided by the contractor. All expenditure including taxes and incidentals in this connection will have to be borne by him unless otherwise specified in the relevant clause. The contractor's quoted rates should be inclusive of all such contingencies. Electrodes shall be baked / dried in the electrode drying oven (range 375 – 425 deg C) to the temperature and period specified by BHEL Engineer before their use. Necessary drying oven / portable oven shall be provided by the contractor at his cost.

2.1.12

The scope of work under this tender specification covers transportation, erection, testing and commissioning, etc. of control / instrumentation and electrical equipment's cabling of the following packages.

A. Boiler Control & Instrumentation and its Auxiliaries

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Digital Distributed microprocessor based max DNA system panels for FSSS, SADC, HP Bypass, auxiliary PRDS, soot blowers, coal milling system, gravimetric feeder remote /local control panels, Electronic water level indicator, air heaters, electrical panels for DC control supply, electrical heat tracing system, STLD, controlled circulation pumps, starter panel for mill lube oil /fans and field devices/ instrumentation work for above system, piping, cabling etc.

B. Turbo generator Control & Instrumentation and its auxiliaries

Digital distributed microprocessor based maxDNA system panels consist of TSC, EHTC, LPBP, TSI, ATT, LSR/AS, ATRS, turbine protection and monitoring,

Gamp and field instrumentation work / cabling, boiler feed pumps /condensate extraction pump, and misc. System like lube oil, seal oil, hydrogen gas system, vacuum pumps etc.

C. Station C&I / Balance of Plant

Digital Distributed microprocessor based maxDNA system panels for Balance of Plant controls, consisting of Open Loop and Closed Loop controls, interlock and protection systems for various HT, LT, pneumatic, hydraulic drives, remote multiplexed signal acquisition, alarm processing, MMI including computers and accessories, computer furniture, control desk, Large Video Screen, Steam and water analysers, Opacity monitors, Flue gas analysers, instrumentations, cabling, etc, etc.

2.1.13

Equipments /instruments required to be erected for this work, though not limited to but are generally as per rate schedule. For any items or class of work not specified herein but required for total completion of work, the same shall be carried out as per BHEL requirement. However the payment of these items/class of work shall be regulated as per the General Condition of the contract.

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Contractor shall provide necessary resources for completion of such work within the stipulated time schedule. Value of such work shall be included while computing the total value of work finally executed for all contractual purposes, particularly for contract variation purpose.

2.2.0 Collection of materials

2.2.1.1

The contractor shall take delivery of equipment, materials from the storage yard/ stores/sheds of BHEL/customer. He shall also make arrangements for verification of equipment, safe custody, watch and ward of equipment after it has been handed over to him till these are fully erected, tested and commissioned and taken over by the customer. The contractor should note that the transport of equipments to erection site, assembly yards etc. should be done by the prescribed route in the most professional manner without disturbing other ongoing works of various contractors. The contractor should also note that while taking delivery of materials from BHEL stores (open/closed), it may be necessary to handle other items which could be blocking the exit route of the materials. *This aspect shall be taken care of in the quoted rates and no extra payment shall be done in this regard.* It shall be the contractor's responsibility to arrange necessary cranes/tractors, trailer, trucks, slings, labour, etc., etc., for transport of equipment.

2.2.1.2

The contractor shall take delivery of the components, equipments and special consumables from the storage area/sheds of BHEL/customer after getting the approval of the engineer/customer on standard indent forms to be specified by BHEL/customer.

2.2.1.3

The contractor shall handover all parts/materials remaining extra over the normal requirement with proper identification tags in a packed condition to BHEL

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stores. In case of any misuse or use over actual design requirements, BHEL reserves the right to recover the cost of parts/materials used in excess or misused. Decision of BHEL engineer in this regard will be final and binding on the contractor.

2.2.2

Void

2.2.3

All works such as cleaning, levelling, aligning, trial assembly, dismantling of certain equipments/components for checking and cleaning, fabrication of tubes and pipes as per general engineering practice and as per BHEL engineer's instructions at site, cutting, weld depositing, grinding, straightening, chamfering, filing of cut outs/openings for mounting of console inserts, modules, indicators, recorders, drilling of holes for gland entries, reaming, scrapping, cable laying, dressing, fitting up etc. as may be applicable in such erection works are treated as incidentals to erection work and are necessary to complete the work satisfactorily shall be carried out by the contractor as part of the work.

2.2.4

void

2.2.5

The contractor should take all reasonable care to protect equipment and materials under his custody either in his stores or at site. Copper cables forming an integral part of equipment or system are liable to greater damages / pilferages / theft / losses. It will be responsibility of contractor to arrange for adequate security round the clock for protection from such damages / pilferages / theft / losses.

2.2.6

All equipment shall be handled very carefully to prevent any damage or loss. No bare wire ropes, slings etc. shall be used for unloading and/or handling of

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the equipments without the specific written permission of the engineer. The equipment from the storage yard shall be moved to the actual site of erection/location at the appropriate time as per the direction of BHEL engineer so as to avoid damage/loss of such equipment at site.

2.2.7

The contractor shall collect all scrap materials periodically from various levels of power house, working area of the power station, auxiliary and piping around power station and collect the same at one place earmarked for the same. Loads of scraps are to be shifted to a place earmarked by BHEL. Failure to collect the scrap is likely to lead to accidents and as such BHEL reserves the right to collect and remove the scrap at contractor's risk and cost if there is any failure on the part of contractor in this respect.

2.2.8

All the surplus, damaged, unused materials, package materials, containers, special transporting frames, gunny bags etc. shall be returned to the BHEL stores/customer's stores by the contractor.

2.2.9

All pipes and tubes, equipments, instruments issued to contractor and kept at site for erection shall be covered with plastic caps/steel caps or shall be closed with suitable plugs by the contractor.

2.2.10

The contractor shall ensure that all the packing materials and protection devices used for the various equipments during transit and storage are removed before these equipments are erected in position.

2.2.11

Contractor shall plan and transport equipments/components from storage yard/sheds to erection site and erect them in such a manner and in a sequence that material accumulation at site should not lead to

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congestion. Materials shall be stacked neatly, preserved and stored in the contractor's shed and work areas in an orderly manner. It may be specifically noted that the space available for putting up the thermal power plant is limited and accumulation of material may lead to the necessity of shifting and restacking the materials to enable other agencies to carry on with their work or to comply with customer's requirements. If required, the contractor shall arrange shifting of surplus material expeditiously failing which the same will be arranged by BHEL and all charges together with departmental charges at 30% will be recovered from his bills.

2.2.12

House keeping in the erection and preassembly area is as important as the well-planned and orderly work. The access to site for inspection, approaches by BHEL and customer engineers and leading of the material shall be made available by the contractor at all times. The shifting and reshifting of erection materials, tools and plants and clearance of restrictions, filling of ditches, undulation near the preassembly and boiler area is the responsibility of the contractor. Contractor should visit the site and acquaint himself with all restrictions and difficulties that he may encounter during erection/commissioning stages.

2.2.13

The work under this scope being quite sophisticated and also quite extensive, for proper planning, monitoring, reporting, etc of ongoing works, the contractor shall establish his own computer(s) and printer(s) at his site office, along with suitable operator(s), consumables, etc. *Non-establishment of above equipment will attract penalty @ Rs 10000 (Rs Ten thousand only) per month.*

BHEL uses its own software SOMS (Site Operation and Management System) for total project execution and billing. The contractor shall also provide adequate and suitable manpower for updating / entries into SOMS in BHEL computers at site.

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2.2.14 Troubleshooting during plant operation

During pre commissioning / commissioning stages when the plant will be under various stages of operation, it will be necessary to have continuous (day and night) presence of suitable manpower along with required tools to attend to any defects etc that may arise during such operation. The contractor will be required to put such personnel in shifts in both electrical and C&I area. The bidder must also take this aspect into consideration

2.2.15.0 Pre-commissioning / commissioning and post commissioning activities

2.2.15.1

The work is also inclusive of various commissioning activities of the boiler and turbine package along with its auxiliaries and station C&I package. The various activities, tests, trial runs may have to be repeated till satisfactory results are obtained and also to satisfy the requirements of customer/consultant/ statutory authorities like boiler inspector, electrical inspector etc.

2.2.15.2

In case any malfunctioning and/or defects are found during tests, trial runs such as loose components, undue noise or vibration, strain on connected equipments etc., the contractor shall immediately attend to these defects/ malfunctions and take necessary corrective measures. If any readjustment and realignment is necessary, the same shall be done as per BHEL engineer's instructions.

2.2.15.3

During each stage of commissioning, if any part of the instrument needs repair/rectification/rework/replacement, the same shall be done expeditiously and promptly by the contractor. Contractor's claim, if any, for such repair/rectification/rework/replacement etc. for reasons not attributable to contractor will be governed by Section-13 of the special conditions of contract. The parts to be replaced shall however be provided by BHEL free of cost.

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2.2.15.4

The pre-commissioning activities will start prior to light up of boiler and various trials, commissioning operations shall continue till the unit is handed over to customer. Simultaneous commissioning activities will be in progress in various areas, checking of equipments erected, making ready for trial runs, alkali flushing, chemical cleaning, mass flushing etc. All these works need specialised gangs including electricians/instrument mechanics in each area. Contractor shall earmark separate manpower for various commissioning activities. This manpower shall not be disturbed or diverted.

The mobilisation of these commissioning gangs shall be such that planned activities are taken up in time and also completed as per schedule and the work undertaken round the clock if required. It is the responsibility of contractor to discuss on day to day / weekly / monthly basis the requirement of manpower, consumables, tools and tackles with BHEL engineer and arrange for the same. If at any time the requisite manpower, consumables, T&P are not arranged then BHEL shall make alternate arrangements and necessary recoveries with overhead cost will be made from the bills of the contractor.

2.2.15.5

Contractor shall cut open works if needed as per BHEL engineer's instructions during commissioning for inspection, checking and make good the works after inspection is over without any extra payment.

2.2.15.6

In case any rework / repair / rectification / modification / fabrication etc. is required because of contractor's faulty erection which is noticed during commissioning or at any stage, the same has to be rectified by the contractor at his cost. If any improvement /repair /rework/rectification/ fabrication/ modification due to design improvement/ requirement is involved, the same shall be carried out by the contractor promptly and expeditiously. Claims if any, for such works from the contractor shall be governed by section-13 of Special Conditions of Contract.

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2.2.15.7

It is the responsibility of contractor to provide for necessary labour, tools and tackles and consumables till the completion of work under these specifications even in case erection, testing and commissioning of this work is delayed due to reasons not attributable to the contractor.

2.2.15.8

During commissioning activities and carrying out various tests, minor items like gauges, manometers, etc., have to be temporarily erected and put in service to suit the commissioning activities. BHEL will provide the necessary gauges and equipment. Contractor has to carry out the erection, calibration, dismantling of the same. After completion of activities the temporary systems have to be removed and returned to stores. No extra charges will be payable towards these.

2.2.15.9 **Commissioning**

During pre-commissioning, commissioning, post commissioning and trial operation stages of various systems, certain category of manpower with T&P and consumables will have to be provided to BHEL commissioning engineers exclusively at their disposal. It shall be the responsibility of the contractor to provide Engineers, Electricians, technicians, Helpers, Fitters etc along with necessary consumables, hand tools, calibration equipment etc, for the various commissioning activities in progress. During peak months there could be requirements of separate commissioning gangs simultaneously in even upto 12 to 15 areas. Contractor has to augment the manpower as and when required as per work demand and necessity at site. The quoted rates shall include this.

2.2.15.10

It shall be specifically noted that contractor manpower may have to be engaged round the clock simultaneously at different areas and hence considerable number of personnel and their overtime payment may be involved. *This aspect must be considered by the contractor while quoting their rate.* No additional compensation by for the same shall be payable, irrespective of number of persons engaged or number of working hours per day.

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2.2.15.11

For electrical works, 415 volts and above, the contractor has to bring qualified electricians.

2.2.15.12

Certain systems may be supplied with portable programming units, which are to be connected at various locations during pre-commissioning to handing over. Necessary cabling interconnecting the programming units and other connected panels has to be carried out by the contractor and are to be dismantled after work. For the purpose of testing, monitoring, commissioning, etc., these programming units will have to be repeatedly connected and disconnected at various locations. These will be considered as part of commissioning activities and no separate payment will be entertained for the above.

2.2.15.13 Calibration, Testing & Commissioning

Calibration, testing & commissioning activity as specified in this technical specification and rate schedule against various equipments, devices, systems etc. are broadly classified below. However, there may be some overlapping between the activities (erection, calibration and testing, commissioning.) The classification of activity is only a guideline for understanding the total volume of work in each activity. The contractor shall have no claim for performing or providing manpower for such overlapping work, which is also within the scope of the work.

A Erection

- Drawal of material from store, verification, inspection as per shipping list, drawings and documents.
- Preservation, upkeep, safe custody of the erected equipments till handing over to the customer.

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- Verification of installation as per drawing and document for the correctness of cabling, JB's, impulse pipe, various field device, panels, instruments etc.
- Continuity check and IR value check of cables.
- Verification of correction of cable termination with respect to instrument, electrical hook-up diagram, panel interconnection diagram, JB schedule.
- Checking earthing of the equipments and cable shield wire continuity.
- Energizing the functional group control panels and field devices.
- All cable glands/piping/tubing to be fixed as per installation requirement before commissioning.

-C Testing, Commissioning & Trial Operation

- Checking/verification of binary/analogue input and output signal from field and panel and upto recording/indicating instrument/HMI monitors.
- Adjustment, testing, calibration of pneumatic drive (control valve, trip valve, power cylinder for gate/dampers), electrical actuator operated valve/gate/dampers of other functional elements.
- Checking the operating electrical/pneumatic drive through functional group panel, remote control desk, HMI, CRT operation and repeatability and smooth operation to be checked.
- Checking the interlock, protection and alarm for various process by simulation of field devices/process changes.
- Functional check of sub-loop control, sub group control and auto loop and fine tuning..
- Observing and checking the performance of the various devices on load/process variation. Any deficiencies/defect noticed during the variable load conditions, the same should be attended properly.

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- Observe the proper functioning of sub-group/sub-loop control.
- Check the operation of various controls in manual/auto mode for smooth functioning.
- Clearing of all bad / invalid signals noticed during commissioning.
- Providing necessary assistance for **Trial Operation** of the unit is in scope of this specification. Trial Operation shall be considered successful on completion of operation of the respective units for a continuous period of 720 hours at maximum available load. Out of this period, 72 hours shall be at full rated load of the unit. Smooth operation and availability of all instrument/controls of the systems installed under the scope herein, shall be ensured by the contractor. Contractor shall provide adequate number of skilled manpower and T&P for this purpose. Interruption in Trial Operation for reasons attributable to the Contractor shall result in re-start of the Trial Operation all over again, consequential extension in Time Schedule / Contract Period shall be to the contractor's account.
- If any small wiring correction or minor modification in control panel wiring is noticed during the commissioning, it shall be carried out as a part of commissioning activity.

D Post-commissioning

- Contractor shall rectify the defect observed/informed by customer during the trial run.
- Contractor shall submit the as- built drawing as per guidelines and instruction of BHEL engineer.
- After trial run/handling over of the equipment, if due to unforeseen reasons, certain works crop up, the contractor shall provide all the assistance.

2.3.0 Brief description of work

2.3.1 Installation of Cable trays/cable ducts

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.Void

2.4.0 Cable laying (power / control / instrumentation shielded / unshielded cables / plug-in cables / coaxial / UTP / STP / data highway, armoured / un-armoured, single / multi-core, PVC/HR PVC/FRLS/TEFLON/XLP insulation,)

2.4.1

Cable laying includes cutting to the required length, laying in overhead/underground cable trench/through pipes/flexible conduits, dressing/clamping in tray, drilling of holes in gland plates in panels and junction box, glanding, splicing, dressing of spliced wire inside the panel and JB's, providing PVC numerical/alphabetical / printed ferrules, termination by using crimp type copper tinned/aluminium lugs, insulated/un-insulated, termination (crimp, soldering, etc.), plug-in connections with insert type crimping, providing identification PVC/aluminium cable tags (at both the ends and at 15 m intervals throughout the route length and also at each bend), continuity checking, insulation resistance checking, high voltage test on HT cables.

Laying, etc of Optical fibre cables on cable trays /cable trench shall necessarily be done using flexible conduit

2.4.2

Entry to the panels and JB's may be at top, sides or bottom. All cables are required to be properly supported and clamped near to the JB/panel.

2.4.3

Wherever cable glanding is not possible, either due to the gland plate size limitations or more number of cable entries, prefab plug-in cables, etc., for such cases cables may have to be lifted inside the panel by either making cut-out in gland plate and providing rubber profile for sharp edge protection or alternatively, providing 4" or 6" PVC pipe coupling gland and these pipe coupling gland shall be supplied by contractor within the quoted rate of cable laying.

2.4.4

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Copper tinned lugs of various types (pin, ring, fork, snap-on) upto 4 sq.mm, PVC cable ties, PVC ferrules, PVC button and tapes, cable identification tag of PVC/metallic, clamping and dressing material with hardware, PVC sleeves etc. shall be supplied by the contractor within the quoted rates for cable laying. The quality of material shall be got approved from BHEL engineer prior to their use on job.

2.4.5

All care should be taken to avoid abrasion, tension, twisting, kinking, stretching of cables during installation.

2.4.6

Cable shielding – all signal cables are supplied with bare shielded copper wire/with braided wire shield. Generally shield wire is kept isolated at instrument/field device end and continuity is maintained through JB's and grounded at panel end only. While terminating the shield wire either in panel or JB's, PVC sleeves are to be used to avoid two-point earthing.

2.4.7

Wherever cables run through ducts, conduits, valves, etc., they shall be sealed using fire/weather proof compound. In addition to this, cable entry in panels, MCCs, instruments, electrical actuators etc., are also required to be sealed. The required material for doing so shall be included by contractor in the cabling scope.

2.4.8

Many of the cable trays and cables have to be laid in cable trenches. For this purpose, the cover of the trenches have to be opened for working in site and whenever the cables are to be laid in existing cable tray, all safety precautions have to be observed.

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After completing the work, the trenches have to be cleaned and covers put back into position. Contractor shall also carry out de-watering from the trenches if required and arrange pumps etc., at his cost.

2.4.9

Looping wire at terminal block of panels and electrical actuator as shown in the inter-connection diagrams or as required is to be done by contractor at no extra cost.

2.4.10

Contractor shall carefully plan the cutting schedule of each cable drum in consultation with site engineer such that wastage are minimised.

2.4.10.1

The erection contractor shall make every effort to minimize wastage during erection work. In any case, the wastage shall not exceed the following limits;

<u>SI No.</u>	<u>Item</u>	<u>% Wastage on issued Qty</u>
1.	Each size of power cables	1
2.	Each size of control/Inst cables	2

If however, the bidder quotes for more wastage than specified above, the excess portion will be considered for adjustment during the tender evaluation at the quoted supply rate of material.

If the actual wastage be more than the specified figure, then equivalent price of the excess portion will be deducted from the contractor's bill.

2.4.11 Terminal Connections:

The types of cable terminations are generally as detailed below:

SG package, TG package, Station C&I and Auxiliaries

1) All field cables in SG package are crimp type of different sizes.

2) All JB's are both side screw type.

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3) All console tiles wiring: screwed or plug-in type to be fabricated at site.

2.4.12

Void

2.4.13

Normally, cable glands on junction boxes side are received in mounted condition. While terminating the cables as per drawings, the cable glands are to be removed and fixed. Wherever cable glands are not received along with junction boxes, the cable glands as per the requirement will be provided by BHEL and the contractor has to make necessary holes/adjust the available holes in the JB for fixing these. No separate payment will be made for drilling of holes and fixing the cable glands to the junction boxes. Nameplates for JBs will be supplied separately. These are to be suitably written and fixed onto the JBs. Wherever nameplates for JBs are not supplied, the JB no. are to be written with paint on JBs for identification. Separate payment will not be made for this.

2.5.0 Guidelines for erection

2.5.1 Electrical cabling /wiring

All the cables will be properly laid in cable trays, dressed and clamped with aluminium flats. The cable will be terminated at both ends with suitable lugs and *printed ferrules* and will be glanded properly. Suitable equipment and consumables for ferrule printing has to be arranged by the contractor at his own cost. For cable identification, the contractor shall provide at his cost aluminium tags at regular intervals (15 m) through each run of cable.

2.5.1.1

All electrical connections shall be tested for polarity and proper connections.

2.5.1.2

Insulation test of the various circuits shall be done.

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2.5.1.3

The checking of operation of individual equipment and instruments to which the cabling/wiring connected shall also be done by the contractor.

2.5.1.4

Cable racks in the trenches and control room are to be shared with other contractors installing cables in different areas wherever required. Contractor shall cooperate with the other contractors in sharing the cable trays and proper dressing and clamping the cables.

2.5.1.5

Where power and control cables are to be laid in the same route, suitable barriers to segregate them physically shall be employed.

2.5.1.6

Space equal to the diameter of cable shall be provided between power cables of six over 50 mm in diameter.

2.5.1.7

When cables pass through floors, walls etc., it shall be passed through a pipe for mechanical protection and the pipe ends sealed suitably.

2.5.1.8

Care shall be taken to avoid short bending and kinking of conductor damaging insulation and stressing the cable beyond pulling force recommended by the manufacturer. Cable shall be protected at all times from mechanical damage.

2.5.1.9

The minimum radius of formed bend of an insulated cable shall be 12d for un-armoured cables and 15d for armoured cables where 'd' is the overall diameter of the cables.

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2.5.1.10

No cable shall be laid in ducts or trenches where other services such as oil pipes, steam or water pipes are laid.

2.5.1.11

Where cabling passes through brickwork or concrete work, the contractor shall provide suitable local protection against mechanical damage wherever necessary.

2.5.1.12

The layout of all cables shall be arranged to give adequate clearance from other services and cables shall be routed to avoid hot zones.

2.5.1.13

Jointing of cables shall be avoided as far as practicable. However, jointing if at all necessary shall be done by crimping type cable joints after getting approval of BHEL engineer.

2.5.1.14

The cable schedules indicating cable sizes, tentative cables routing information will be furnished by BHEL at site to the contractor. Required steel inserts on cable trenches, ceilings of the platforms in TG hall for erecting the cables will be provided by BHEL. The contractor shall design number of cable/racks to accommodate the cables on racks/trays properly.

2.5.2.0 Earthing installations

2.5.2.1

All equipments shall be earthed by two separate and distinct connections. Earthing terminals will be available in all equipment supplied by BHEL.

2.5.2.2

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The earthing conductors shall be of mild steel/GI strip/ wires. All connections from equipment to main earthing conductors shall be made as illustrated in earthing drawing / as per instruction of BHEL engineer.

2.5.2.3

A continuous earthing conductor shall be installed in all cable trays and securely clamped to each tray section by suitable connectors to form a continuous earthing system. When two or more trays supporting power cables run in parallel, a continuous earthing conductor shall be provided on trays only with tap offs to the control cable trays. All valve and damper motors and rapping motors will be earthed to this conductor.

2.5.2.4

All joints in the earthing system shall be welded type. Earthing connections to all equipments including motors shall be bolted type.

2.5.2.5

Earthing connections shall be free from tinning scale paint, enamel, grease, rust or dirt at the time of making joint.

2.5.2.6

Metallic sheaths, screens/shields and armour of all multicore cables shall be bonded and earthed.

2.5.2.7

Earthing conductors along their run on columns, beams, walls etc. shall be supported by suitable cleats at intervals of 750 mm.

2.5.2.8

Welded joints on GI earthing conductors shall be coated with one coat of bituminous paint in case of buried earth grid or earth flats to be laid in cable trench. For site welded GI strips/wires which are exposed these are required to

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be painted with one coat of cold galvanising zinc paint. Contractor to arrange the required paints and other items at his cost.

2.5.2.9

Contractor shall arrange for own fire fighting equipments for the materials stored under contractor's custody.

2.6.0

Guidelines for handling and storage of electronic cubicles / subassemblies / loose items.

2.6.1

Immediately after unloading at site, the electronic equipment should be kept in a covered area. Handling and lifting of package should be done without jerks or impacts. Packing case should not be dropped or slid along the floor under any circumstances. Suitable forklift should be used to move the case to its final position. All above points are to be strictly followed as electronic equipments may get damaged due to vibration and shock.

2.6.2

After unloading at site, the package of the equipment shall be inspected for external damage. In case the package is damaged, package number and details of damage should be noted. The details of damage should be reported to concerned site engineer.

2.6.3

Cases should be opened/unpacked using correct nail pullers. While opening the planks, care should be taken to see that equipment inside is not damaged. Cases should not be unpacked in areas where they are exposed to rain, water/liquid splashing, dust or other harmful materials like chlorine gas, sulphur dioxide etc.

2.6.4

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: Scope of Works

After opening the case, all supports provided for transport are to be removed with due care.

2.6.5 Hinged frames should not be opened when equipment is not secured to floor as this is likely to cause it to topple over. The hinged frame can be opened only if the equipment is still fixed on to bottom wooden pallet.

2.7.0 Storage

2.7.1

The equipment should be preferably in its original package and should not be unpacked until it is absolutely necessary for its installation or advised by BHEL engineer. The equipment should be best protected in its cases. It should be arranged away from walls.

2.7.2

The wooden pallet provided for packing itself can be retained for raised platform to protect equipment from ground damp, sinking into ground and to circulate air under the stored equipment. This will also help in lifting packing with fork-lifter.

2.7.3

Periodic inspection if silica gel placed inside the equipment is necessary. It has to be replaced or regenerated when decolourisation takes place.

2.7.4

Due care should be taken to ensure that the equipment is not exposed to fumes, gases etc., which can affect electrical contacts of relays and terminal boards.

2.7.5

The storage room and the equipment should be checked at regular interval to ensure protection from termites, mould growth, condensation of water etc., which can damage the equipment.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: Scope of Works

2.7.6

All the equipments, materials and goods kept in the store room should be identified and registered in a book. Inspection report should be recorded. Any discrepancy observed should be communicated to site engineer.

2.7.7

The packing material shall be retained if the cubicle is to be repacked after inspection.

2.8.0

Sub-assemblies

2.8.1

All subassemblies should be kept in a separate place where it is easily accessible.

2.8.2

Subassemblies should have a protective cover in case it is stored without wooden packing/case to prevent accumulation of dust. Silica gel packets should also be kept along with it.

2.8.3

Subassemblies should not be stacked one above the other.

2.9.0 Loose items

The loose items supplied for the main equipment falls into various categories like tools, cables, prefabricated cables, console inserts, recorders, VDU/CRT, other display units, printers, sensors and transducers, cable glands, cable ducts, frames, racks, etc. These are to be categorised and stored separately.

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TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter – III : Facilities in the scope of Contractor/ BHEL

Sl.No	Description PART I	Scope / to be taken care by		Remarks
		BHEL	Bidder	
3.1	ESTABLISHMENT			
3.1.1	FOR CONSTRUCTION PURPOSE:			
a	<i>Open space for office (as per availability)</i>	Yes		Location will be finalized after joint survey with owner
b	<i>Open space for storage (as per availability)</i>	Yes		Location will be finalized after joint survey with owner
c	<i>Construction of bidder's office, canteen and storage building including supply of materials and other services</i>		Yes	
d	<i>Bidder's all office equipments, office / store / canteen consumables</i>		Yes	
e	<i>Canteen facilities for the bidder's staff, supervisors and engineers etc</i>		Yes	
f	<i>Fire fighting equipments like buckets, extinguishers etc</i>		Yes	
g	<i>Fencing of storage area, office, canteen etc of the bidder</i>		Yes	
3.1.2	FOR LIVING PURPOSES OF THE BIDDER			
a	<i>Open space for labour colony (as per availability)</i>		Yes	
b	<i>Labour Colony with internal roads, sanitation, complying with statutory requirements</i>		Yes	
3.2.0	ELECTRICITY			
3.2.1	Electricity For construction purposes of Voltage 415/440 V			Free; however, bidder shall be required to pay for electricity duty and taxes as levied by the Govt at the prevailing rates
a	<i>Single point source</i>	Yes		
b	<i>Further distribution including all materials, Energy Meter, Protection devices and its service</i>		Yes	

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter – III : Facilities in the scope of Contractor/ BHEL

Sl.No	Description PART I	Scope / to be taken care by		Remarks
		BHEL	Bidder	
c	<i>Duties and deposits including statutory clearances if applicable</i>		Yes	
3.2.2	Electricity for the office, stores, canteen etc of the bidder			Chargeable as per standard rates
a	<i>Single point source</i>	Yes		
b	<i>Further distribution including all materials, Energy Meter, Protection devices and its service</i>		Yes	
c	<i>Duties and deposits including statutory clearances if applicable</i>		Yes	
3.2.3	Electricity for living accommodation of the bidder's staff, engineers, supervisors etc			Chargeable as per standard rates
a	<i>Single point source</i>	Yes		
b	<i>Further distribution including all materials, Energy Meter, Protection devices and its service</i>		Yes	
c	<i>Duties and deposits including statutory clearances if applicable</i>		Yes	
3.3.0	WATER SUPPLY			
3.3.1	For construction purposes			Free; duty & taxes, if levied by the Govt, shall be payable by the bidder
a	<i>Making the water available at single point</i>	Yes		
b	<i>Further distribution as per the requirement of work including supply of materials and execution</i>		Yes	
3.3.2	<u>Water supply for bidder's office, stores, canteen etc</u>			
a	<i>Making the water available at single point</i>	Yes		
b	<i>Further distribution as per the requirement of work including supply of materials and execution</i>		Yes	
3.3.3	<u>Water supply for Living Purpose</u>			
a	<i>Making the water available at single point</i>		Yes	

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter – III : Facilities in the scope of Contractor/ BHEL

Sl.No	Description PART I	Scope / to be taken care by		Remarks
		BHEL	Bidder	
b	<i>Further distribution as per the requirement of work including supply of materials and execution</i>		Yes	
3.4.0	LIGHTING			
a	<i>For construction work (supply of all the necessary materials)</i> 1. At office/storage area 2. At the preassembly area 3. At the construction site /area		Yes	
b	<i>For construction work (execution of the lighting work/ arrangements)</i> 1. At office/storage area 2. At the preassembly area 3. At the construction site /area		Yes	
c	<i>Providing the necessary consumables like bulbs, switches, etc during the course of project work</i>		Yes	
d	<i>Lighting for the living purposes of the bidder at the colony / quarters</i>		Yes	
3.5.0	COMMUNICATION FACILITIES FOR SITE OPERATIONS OF THE BIDDER			
a	<i>Telephone, fax, internet, intranet, e-mail etc</i>		Yes	
3.6.0	COMPRESSED AIR wherever required for the work		Yes	
3.7.0	Demobilization of all the above facilities		Yes	
3.8.0	TRANSPORTATION			
a	<i>For site personnel of the bidder</i>		Yes	
b	<i>For bidder's equipments and consumables (T&P, Consumables etc)</i>		Yes	

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter – III : Facilities in the scope of Contractor/ BHEL

Sl. No	Description PART II 3.9.0 ERECTION FACILITIES	Scope / to be taken care by		Remarks
		BHEL	Bidder	
3.9.1	<i>Engineering works for construction:</i>			
a	<i>Providing the erection drawings for all the equipments covered under this scope</i>	Yes		
b	<i>Drawings for construction methods</i>	Yes		In consultation with BHEL
c	<i>As-built drawings – where ever deviations observed and executed and also based on the decisions taken at site- example – routing of small bore pipes</i>		Yes	In consultation with BHEL
d	<i>Shipping lists etc for reference and planning the activities</i>	Yes		
e	<i>Preparation of site erection schedules and other input requirements</i>		Yes	In consultation with BHEL
f	<i>Review of performance and revision of site erection schedules in order to achieve the end dates and other commitments</i>		Yes	In consultation with BHEL
g	<i>Weekly erection schedules based on Sl No. e</i>		Yes	In consultation with BHEL
h	<i>Daily erection / work plan based on Sl No. g</i>		Yes	In consultation with BHEL
i	<i>Periodic visit of the senior official of the 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 months.</i>		Yes	
j	Preparation of preassembly bay		Yes	
k	<i>Laying of racks for gantry crane if provided by BHEL or brought by the contractor/bidder himself</i>		Yes	
L	<i>Arranging the materials required for preassembly</i>		Yes	

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter – IV : T&P's and MMEs to be deployed by Contractor

A: TOOL & PLANTS

List of major testing & measuring equipments/ tools and tackles to be arranged/ brought by contractor.

Sl. No.	Description	Quantity
I. Instruments		
01	3 Phase Variac 15 Amps	2 nos.
02	Single Phase Variac 28 Amps	2 nos.
03	Soldering iron "Soldron" make 25 watt	3 nos.
04	Multimeters	
A)	Digital, 3 1/2 digit Motwane/HIL/Fluke	6 nos
B)	Analog: Motwane make	2 nos.
C)	Digital, 4 1/2 digit Motwane/HIL/Fluke	2 nos.
04	Standard milliamps / millivolts source of reputed make. Range 0 to 50 ma and 0 to 100 mv	2 nos.
05	Insulation tester hand operated 250V / 500V / 1000V rated mains/battery operated	1 no. Each
06	Insulation Tester motorised operated/electronic with selective range of 100/2500/5000 Volt. Range 0.5 megaohms to 10000 Mega ohms.	3 nos.
07	Insulation tester mains operated 250V / 500V / 1000V rated mains/battery operated	
08	Tong tester AC 5/10 and 25/60/300 amp of reputed make	1 no. Each
09	Tong tester DC 30/60/300 amp	1 no.
10	Secondary current injection kit upto 300 amp	1 no.
11	DC shunt 400 amp 75 mv	1 no.
12	TWO WAY INTERCOM SET WITH 50 TO 100 MTRS CABLES FOR CHECKING CABLE CONTINUITY	2 SETS
13	Decade resistance box	2 sets.
14	Teletalk 2 wire system	6 sets

Note:

Instruments shown above are for the regular works only. However, separate sets of tools and instruments are to be arranged and provided to commissioning gang. If contractor fails to arrange the testing instruments as listed above, BHEL site will arrange the instruments at the cost of contractor. Contractor to submit calibration report from recognised agency prior to deployment of same at site and periodical calibration of the same to be arranged by contractor as per procedure of BHEL.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – IV : T&P's and MMEs to be deployed by Contractor

Sl. No.	Description	Quantity
II. Handling equipment		
1	Turn buckles	As per reqmt
2	D-shackles	
3	Steel wire ropes	
4	Manila ropes	
5	Chain pulley block/turfer	
III. Major T&P		
6	Spirit level	2 nos.
7	Tap sets for both BSP and NPT threads upto 1" each	1 set each
8	Measuring instruments like micrometers and callipers	1 set each
9	Mechanical tool kit for fitters	6 sets.
10	Electrician tool kit	8 sets.
11	Crimping tool	4 nos.
12	Flood light fittings	8 nos.
13	Fire extinguishers as required	1 set.
14	Distribution boards with power cable complete as required	1 set
15	Painting brush	As per reqmt.
16	Fire proof tarpaulin	As per reqmt.
17	Safety belts and safety helmets	As per reqmt.
18	24V AC transformer & hand lamps	8 nos.
19	Ferrule printing machine	2 nos
20	Electrode drying ovens	As required
21	Personal computer and accessories, Printer	1 set
22	Cranes, trucks etc for transportation and erection of equipment	As required

Note:

The list of instruments / equipments to be brought by the contractor as shown above is only indicative. Any other instruments / equipments required for the execution of the work is to be necessarily arranged by the contractor. The testing/calibration instruments which are used to be duly calibrated in the interval prescribed by BHEL engineer from the BHEL approved agencies. And test certificate to be furnished.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – IV : T&P's and MMEs to be deployed by Contractor

The following materials/consumables are to be arranged by the contractor for erection and commissioning as part of the scope as per requirement.

Sl. No.	Description
01.	Welding electrodes for welding AS/CS/SS pipe and other welding from BHEL approved vendors only
02.	Filler wire for argon welding
03.	Argon, oxygen and acetylene gas
04.	Provision for temporary scaffoldings.
05.	GI "U" clamps with nuts and washers for impulse and GI pipe clamping.
06.	Round aluminium tags (30mm dia x 3mm thick)
07.	Teflon tape and insulation tape.
08.	Hold tight / bitumen tape for GI pipe coupling.
09.	Required paints and primer from BHEL approved vendors only.
10.	Solder wire (60/40)
11.	Protocol/calibration report sheets as per BHEL format.
12.	Panel/JB sealing compound material (for cable entry from bottom/top of panel).
13.	PVC cable tie, aluminium strip and hardware for clamping of cables, copper tube, temperature gauge capillary.
14.	Copper lugs upto 4 sqmm, PVC sleeve of different size, PVC button & tape
15.	Ferrules (PVC) and suitable for ferrule printing

PI note: The above list is only indicative. The contractor to arrange consumables as required as per scope of contract.

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter – V : T&Ps and MMEs to be deployed by BHEL on sharing basis

List of T&P/instruments and consumables that will be made available by BHEL free of hire charges (on sharing basis).

01	EOT crane in TG hall shall be made available on sharing basis for handling panels	1 no
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Note

Above T&P will be provided for specific erection/commissioning activities wherein these equipment will be required. While taking delivery, contractor shall check for proper working of the equipment and the same shall be returned after the work is completed to BHEL stores in good working condition subject to normal wear and tear.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – VI : Time Schedule

6.0 TIME SCHEDULE AND MOBILIZATION:

6.1 TIME SCHEDULE & MOBILIZATION

6.1.1 INITIAL MOBILIZATION AND TENTATIVE SCHEDULE

CONTRACTOR SHALL REACH SITE, MAKE HIS SITE ESTABLISHMENT AND BE READY TO COMMENCE THE WORK **WITHIN TWO WEEKS** FROM THE DATE OF FAX LETTER OF INTENT (LOI) OR AS PER DIRECTIONS OF CONSTRUCTION MANAGER OF BHEL.

THE CONTRACTOR HAS TO SUBSEQUENTLY AUGMENT HIS RESOURCES IN SUCH A MANNER THAT THE ENTIRE WORK IS COMPLETED TO ACHIEVE THE FOLLOWING TENTATIVE SCHEDULE:

S.No	ACTIVITY	UNIT-8	UNIT-9
1	BOILER LIGHT UP	30/03/2014	Sept-14
2	TURBINE BOX UP	23/11/2013	Dec-14
3	SYNCHRONISATION	Aug-14	Feb-15
4	COAL FIRING	Sept-14	Mar-15
5	TRIAL OPERATION COMPLETION	Dec-14	May-15
6	PG TEST	Feb-15	July-15

6.1.1 Contract Period

The Contract period shall be 12 (Twelve) months from the start of work. Erection, Testing, Calibration and Commissioning of permanent equipments required for completion of system shall be completed within the time schedule given above.

BHEL, owing to its commitment to their customer, may ask contractor to compress the total completion schedule by upto 15%. This will result in advancement of various milestones. Contractor shall plan his activities and mobilise additional resources accordingly to the satisfaction of BHEL engineer within the quoted rates.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – VI : Time Schedule

6.1.2 Void

6.2

The contractor should reach site and establish his site office and mobilise to commence the work as per directions of BHEL engineer. The date of starting the work at site shall be fixed in consultation with BHEL's engineer and the same will be recorded in measurement book while entering the first RA bill.

6.3

Subject to availability of materials and other inputs, it is the responsibility of the contractor to carry out work to achieve the monthly progress and keep up the schedules.

6.4

Contractor shall draw the monthly erection programme along with BHEL engineer indicating the work to be achieved and event to be completed as per clause 11.1. Once the programme is drawn, he shall adhere to the same. Contractor shall plan and erect the materials as it is received at site. The monthly planned percentage shall take into consideration the material available at site before the start of the month and also any material received during the month. Contractor shall mobilise his resources required to achieve the monthly programmes.

6.6 DEFINITION OF WORK COMPLETION

The contractor's scope of work under these specifications will be deemed to have been completed in all respect, only when all the activities are completed satisfactorily and so certified by BHEL site in charge. The decision of BHEL in this regard shall be final and binding on the contract.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – VII : TERMS OF PAYMENT

The progressive payment for erection, testing and commissioning on accepted price of contract value for C&I Package rates will be released as per the break up given hereinafter:

<u>TERMS OF PAYMENT FOR C&I CABLING</u>		
Sl. No.	Activity/Work Description	% of unit rate
A Main E&C Equipments/Items		
I PRO RATA PAYMENTS (85%)		
1.0	Cable laying (Control and Signal Cables)	
1.1	Laying of cables	45%
1.2	Glanding, Termination and tagging of cables	15%
1.3	Dressing and clamping of cables	10%
1.4	Shielding of cables	5%
1.5	Testing and charging of cables	10%
Total =		85%
II STAGE/MILESTONE PAYMENTS (15%)		
	% of unit rate	
1	Boiler Light Up	1%
2	ABO	1%
3	Steam Blowing	0%
4	Safety Valve Floating (Electromatic Relief valves)	1%
5	Oil Flushing (TG)	0%
6	Barring Gear (TG)	0%
7	Rolling and Synchronisation	2%
8	Coal Firing	0%
9	Full Load	2%
10	Trial Operation of Unit	3%
11	Painting	0%
12	Area cleaning, temporary structures cutting/removal and return of scrap	1%
13	Punch List points/pending points liquidation	1%
14	Submission of 'As Built Drawings'	1%
15	Material Reconciliation	1%
16	Completion of Contractual Obligation	1%
Total for Milestone/Stage payments (15%)		15%
Total		

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – VIII : Taxes and other Duties

TAXES, DUTIES, LEVIES

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

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 12.36 %) on the admitted bill value.

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

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

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

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

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.

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.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – VIII : Taxes and other Duties

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)~~

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

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.

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter-IX : Special Inclusions

9.0 SPECIAL INCLUSIONS:

Consumables/items to be provided by BHEL free of charge

01 Metallic Cable glands

02 Steel for fabrication

03 Lugs beyond 4 sqmm size

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-X : Special Exclusions

10.0 Exclusions

The following are specific exclusions from this work.

1. Attachment welding of thermocouple pads for boiler tube metal temperature measurement and fixing of thermo wells in the pipelines.
2. Erection of flow nozzles.
3. Erection of valves, actuators along with valves, damper actuators along with dampers, burner tilt power cylinder, seal air dampers and scanner air emergency dampers and control valves. *(However, SADC power cylinder installation will be in the scope of the contractor)*
4. Erection of electro hydraulic actuators.

Note:

The aforesaid exclusions should not be construed as exhaustive. They are meant for general guideline. BHEL reserves the right to include or exclude any item which is required for completing the job as per rates indicated in rate schedule. Contractor should carry out all such jobs as per the instructions of BHEL engineer.

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Annexure-I : Technical details & BOQ

Sl. No.	Description	UOM
I2.0.2	Screened Copper Cable 4P x 0.5 sqmm armoured / unarmoured	Meter
I2.0.3	Screened Copper Cable 8P x 0.5 sqmm armoured / unarmoured	Meter