

TENDER SPECIFICATION

BHE/PW/PUR/MANUT-STATOR/1559

PROVIDING SERVICES ON TURN KEY BASIS FOR LIFTING & SHIFTING AND PLACEMENT OF GENERATOR STATOR (4 Nos.) ON ITS FOUNDATION BY MEANS OF STRAND JACK METHOD

AT

4X270 MW MANUGURU TPS TSGENCO

AT

MANUGURU, DISTT. - KHAMMAM, TELANGANA

TECHNICAL BID - VOLUME- I

CONSISTING OF:

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



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

CONTENTS			
Volume No	Description	No. of pages	Hosted in website bhel.com as files titled
NIL	Tender Specification Issue Details		(Part of <u>Vol-I-1559</u>)
NIL	Notice Inviting Tender		(Part of <u>Vol-I-1559</u>)
I-A	Technical Conditions of Contract		(Vol-IA-1559)
I-B	Special Conditions of Contract		Vol-IBCD-1559
I-C	General Conditions of Contract		(Part of Vol-IBCD-1559)
I-D	Forms & Procedures		(Part of Vol-IBCD-1559)
II	Price Bid Specification		Vol-II-1559

LIST OF DRAWINGS ATTACHED

1. T .G Hall equipment layout plan at operating (15.5 M) floor
2. T .G Hall equipment layout plan at Ground (0.0 M) floor
3. Generator outline with Brushless excitation system
4. Plant layout Drawing

**As file titled
Drawing-1559**

TENDER SPECIFICATION

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PROVIDING SERVICES ON TURN KEY BASIS FOR LIFTING & SHIFTING AND PLACEMENT OF GENERATOR STATOR (4 Nos.) ON ITS FOUNDATION BY MEANS OF STRAND JACK METHOD

AT

4X270 MW MANUGURU TPS TSGENCO

AT

MANUGURU, DISTT. - KHAMMAM, TELANGANA

EARNEST MONEY DEPOSIT: Refer Notice Inviting Tender

LAST DATE FOR TENDER SUBMISSION. Refer Notice Inviting Tender

THESE TENDER SPECIFICATION DOCUMENTS CONTAINING VOLUME-I AND VOLUME- II ARE ISSUED TO:

M/s.

.....

PLEASE NOTE:
THESE TENDER SPECS DOCUMENTS ARE NOT TRANSFERABLE.

For Bharat Heavy Electricals Limited

AGM (Purchase)

Place: Nagpur

Date:

1559

NOTICE INVITING TENDER

Bharat Heavy Electricals Limited



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/MANUT-STATOR/1559	
ii	Broad Scope of job	PROVIDING SERVICES ON TURN-KEY BASIS FOR LIFTING & SHIFTING AND PLACEMENT OF GENERATOR STATOR (4 Nos.) ON ITS FOUNDATION BY MEANS OF STRAND JACK METHOD AT 4x270MW TSGENCO MANUGURU PROJECT DIST KHAMMAM – TELANGANA	
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).& Drawings</i>	<i>Applicable</i>
iv	Issue of Tender Documents	1. <u>Sale from BHEL PS Regional office at :</u> Start : 19/11/2015 , Closes: 09/12/2015 time : 16.00 Hrs 2. From BHEL website (www.bhel.com) Tender documents will be available for downloading from website till due date of	<i>Applicable/ Not applicable</i>

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		submission	
v	DUE DATE & TIME OF OFFER SUBMISSION	<p>Date : 10/12/2015, Time 15.00 Hrs Place : <u>BHEL PS Regional office at :Nagpur</u></p> <p>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:</p> <ul style="list-style-type: none"> • Shubhangi T / Engineer (Purchase) • Pratih Gee Varghese/Sr Engineer(Purchase) • Shivkesh Meena / Engineer (Purchase) 	Applicable
vi	OPENING OF TENDER	<p>1 hours after the latest due date and time of Offer submission</p> <p>Notes: (1) In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day. (2) Bidder may depute representative to witness the opening of tender</p>	Applicable
vii	EMD AMOUNT	Rs 2 Lakhs (Rupees Two Lakhs Only)	Applicable
viii	COST OF TENDER	Rs 2000/-.	Applicable
ix	LAST DATE FOR SEEKING CLARIFICATION	5 days before the due date of offer submission. Along with soft version also, addressing to undersigned & to others as per contact address given below	Applicable
x	SCHEDULE OF Pre Bid Discussion (PBD)	Date :	Not applicable.
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)		Not Applicable
xii	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com -->Tender Notifications →View Corrigendums) and not in the newspapers . Bidders to keep themselves updated with all such information	

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.

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Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form in the techno-commercial offer other than the Price Bid, shall not be entertained.

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

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

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	no, FAX no, etc.	
iv.	All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc pertinent to this NIT.	
v.	Integrity Pact Agreement (Duly signed by the authorized signatory)	If applicable
vi.	Duly filled-in annexures, formats etc as required under this Tender Specification/NIT	
vii.	Notice inviting Tender (NIT)	
viii.	Volume – I A : Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc	
ix.	Volume – I B : Special Conditions of Contract (SCC)	
x.	Volume – I C : General Conditions of Contract (GCC)	
xi.	Volume – I D : Forms & Procedures	
xii.	Volume – II (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item	
xiii.	Any other details preferred by bidder with proper indexing.	

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

	OUTER COVER	
	ENVELOPE-IV (MAIN ENVELOPE / OUTER ENVELOPE) superscribed as:	

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	TECHNO-COMMERCIAL BID, PRICE BID & EMD TENDER NO: NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING:	
i	<ul style="list-style-type: none">○ Envelopes I○ Envelopes II○ Envelopes III	

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

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

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- 16.0 The Bidder has to satisfy the Pre Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre Qualification Criteria specified in this NIT as per Annexure-I (as applicable), past performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under HOLD.
- 17.0 In case BHEL decides on a 'Public Opening', the date & time of opening of the sealed PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one authorised representative to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful/Disqualified bidders under intimation to the respective bidders.
- 18.0 Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 19.0 BHEL reserves the right to decide the successful bidder on the basis of Reverse Auction process. In such case all qualified bidders will be intimated regarding procedure/ modality for Reverse Auction process prior to Reverse Auction and price will be decided as per the rules for Reverse Auction. .
- However, if reverse auction process is unsuccessful as defined in the RA rules/procedures, or for whatsoever reason, then the sealed 'PRICE BIDS' will be opened for deciding the successful bidder. BHEL's decision in this regard will be final and binding on bidder.
- 20.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 21.0 In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.
- 22.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 23.0 VOID
- 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

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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: Important Information.
3. Annexure-3: Check List
4. Other Tender documents as per this NIT.

ANNEXURE - 1

PRE QUALIFYING CRITERIA

JOB	PROVIDING SERVICES ON TURN-KEY BASIS FOR LIFTING & SHIFTING AND PLACEMENT OF GENERATOR STATOR (4 Nos.) ON ITS FOUNDATION BY MEANS OF STRAND JACK METHOD AT 4x270MW TSGENCO MANUGURU PROJECT DIST KHAMMAM – TELANGANA
TENDER NO	BHE/PW/PUR/ MANUT-STATOR/1559

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	NOT APPLCABLE	
B	<u>Technical</u> Bidder must have executed, 'Lifting & Placement' / 'erection' of any single consignment/equipment, weighing 100MT or higher by means of Strand Jack Method in a Power Plant or in any Industry in last seven years as on latest date of bid submission.	APPLICABLE	
C 1	<u>Financial</u> <u>TURNOVER</u> Bidders must have achieved an average annual financial turnover (Audited) of Rs. 45 Lakhs or more over last three Financial Years (FY) i.e. 2012-13, 2013-2014, & 2014-15	APPLICABLE	
C.2	<u>NETWORTH (In case of Companies)</u> Net worth of the Bidder based on the latest Audited Accounts as furnished for 'C-1' above should be positive	APPLICABLE	
C.3	<u>PROFIT</u> Bidder must have earned cash profit in any one of the three Financial Years as applicable in the last three years defined in 'C1' above based on latest Audited Accounts.	APPLICABLE	
D	Assessment of Capacity of bidders to execute the work as per SI No 9 of NIT (if applicable)	NOT APPLICABLE	BY BHEL
E	<u>Approval of Customer</u>	NOT APPLICABLE	By BHEL

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	Note: Names of bidders who stand qualified after compliance of criteria A to D shall be forwarded to customer for their approval. Price bid of only those bidders shall be opened who are approved by customer.		
F	Price Bid Opening Note: Price bidss of only those bidders shall be opened who stand qualified after compliance of criteria A to E		By BHEL
F	Consortium criteria (if applicable)	NOT APPLICABLE	
<p>Explanatory Notes for QR</p> <ol style="list-style-type: none"> Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated against C-1 above along with all annexures In case audited Financial statements have not been submitted for all the three years as indicated against C-1 above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years i.e total divided by three. If financial statements are not required to be audited statutorily, then instead of audited financial statements, financial statements are required to be certified by Chartered Accountant. C-2:-NETWORTH : Shall be calculated based on the latest Audited Accounts as furnished for C-1 above. Net worth = Paid up share capital + Reserves. (Net worth is required to be evaluated in case of companies) C-3:- PROFIT : shall be NET profit (PAT + Non cash expenditure viz depreciation) earned during any one of the three financial years as in C-1 above 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 '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. Bidders who are 100 % subsidiaries of any other company (including that registered outside India) and do not meet any of the above PQR, such bidders may be qualified based on the credentials of their holding company, provided such holding company meets the same PQR 			

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.

BIDDER SHALL CLEARLY INDICATE IN THE TABLE BELOW, HOW THEY ARE SATISFYING TECHNICAL PQR. EXPLANATION AND THE DOCUMENTS REFERRED IN THE TABLE BELOW SHALL ONLY BE CONSIDERD BY BHEL FOR TECHNICAL PQR EVALUATION:

Bidder's Response to BHEL TECHNICAL PQR (WHICHEVER IS APPLICABLE)

PQR No	Pre-Qualifying Requirement	Credentials based on which bidder is claiming PQR	Reference of the documents	Page No
B.1	Bidder must have executed, 'Lifting & Placement' / 'erection' of any single consignment/equipment, weighing 100MT or higher by means of Strand Jack Method in a Power Plant or in any Industry in last seven years as on latest date of bid submission.			

NOTE:

BIDDERS MUST CLEARLY INDICATE IN THE TABLE ABOVE, HOW THEY ARE SATISFYING TECHNICAL PQR ALONG WITH THE REFERENCE OF THE SUPPORTING DOCUMENTS AND THE PAGE NUMBER IN WHICH THE REFERRED DOCUMENTS ARE ANNEXED IN THE BID DOCUMENT. BHEL WILL NOT CONSIDER ANY OTHER DOCUMENT OTHER THAN THOSE SPECIFIED BY THE BIDDERS IN THE TABLE ABOVE FOR EVALUATION OF TECHNICAL PQR. BIDDER MAY ATTACH SEPERATE SHEET IF NECESSARY

IMPORTANT INFORMATION

Sealed Tenders shall be submitted at following address to AGM /Purchase BHEL PSWR NAGPUR:

BHEL PSWR, SRIMOHINI COMPLEX , 345 KINGSWAY, NAGPUR 440001, INDIA

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

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

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

Engineer Purchase, Email id: svm@bhhelpswr.co.in , Ph: +91 – 712 – 3048715

Engineer Purchase, Email id: shubh@bhhelpswr.co.in , Ph: +91 – 712 – 3048715

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

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

6. Please take note of following Revised Tender Clauses:

- i. Notice Inviting Tender: SI No-9
- ii. General conditions of Contract: Clause 2.12, 2.14, 2.17, Clause No 1.15.13 (New), Clause No 2.8.3, 2.8.4 and 2.8.5
- iii. Special Conditions of Contract: Clause No 4.2.1.7

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

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

8. PRICE VARIATION CLAUSE (PVC) & OVER RUN COMPENSATION (ORC)

PVC and ORC as per Clause 2.17 and 2.12 of GCC is NOT APPLICABLE

9. Acceptance of Bank Guarantee (BG)

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

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

“Bank Guarantee issued by:

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

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

.....
Standard Chartered Bank
State Bank of Travancore
State Bank of Hyderabad
Syndicate Bank

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

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

10. 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:

- 10.1. 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).
- 10.2. BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids. In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit „online sealed bid“ in the Reverse Auction. Non-submission of „online sealed bid“ by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
- 10.3. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
- 10.4. 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

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- ‘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.
- 10.5. 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.
 - 10.6. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
 - 10.7. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
 - 10.8. 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.
 - 10.9. 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.
 - 10.10. Reverse auction will be conducted on scheduled date & time.
 - 10.11. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
 - 10.12. 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.
 - 10.13. 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.
 - 10.14. 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.
 - 10.15. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per

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extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.

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

10.17. 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.

11. Schedule dates of work mentioned in the 2.1.1 table is tentative and there is possibility of change in date of start of work.

12. Lump sum price FOR ENTIRE WORKS UNDER THE TENDER is to be quoted for handling ONE Generator Stator in the Price bid.

13. Quoted rates will be inclusive of mobilization & demobilization charges.

14. Phase Gap Between Units: Approx. 1.5-2 month between each unit.

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

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

15.2. Clause 2.12: Over Run Compensation

15.3. Clause 2.13 Interest Bearing Recoverable Advances

15.4. Clause 2.14: Quantity Variation

15.5. Clause 2.17: Price Variation Clause

15.6. Clause 2.22: Retention Amount

15.7. Clause 2.24: performance Guarantee for Workmanship

**BHEL PSWR
Notice Inviting Tender**

Tender Specification No : BHE/PW/PUR/MANUT-STATOR/1559

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ANNEXURE - 3

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	Details of Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Fax No:	
4	EMD DETAILS	DD No: Date : Bank : Amount: Please tick (✓) whichever applicable:- ONE TIME EMD / ONLY FOR THIS TENDER	
		APPLICABILITY	BIDDER REPLY
5	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
6	Whether Audited profit and Loss Account for the last three years submitted	Applicable	YES/NO
7	Whether Copy of PAN Card submitted	Applicable	YES/NO
8	Whether all pages of the Tender documents including annexures, appendices etc are read understood and signed	Applicable	YES/NO
9	Whether duly filed & Signed Integrity Pact (Annexure III of NIT) submitted	Not Applicable	YES/NO
10	Declaration by Authorised Signatory	Applicable	YES/NO
11	Whether No Deviation Certificate submitted	Applicable	YES/NO
12	Whether Declaration confirming knowledge about Site Conditions submitted	Applicable	YES/NO
13	Whether Declaration for relation in BHEL submitted	Applicable	YES/NO
14	Whether Non Disclosure Certificate submitted	Applicable	YES/NO
15	Whether Bank Account Details for E-Payment submitted	Applicable	YES/NO
16	Capacity Evaluation of Bidder for current Tender	Not Applicable	
17	Tie Ups/Consortium Agreement are submitted as per format	Not Applicable	Not Applicable
18	Whether Power of Attorney for Submission of Tender/Signing Contract Agreement submitted	Applicable	YES/NO
19	Whether Analysis of Unit rates submitted	Applicable	YES/NO
20	Whether detail of lifting plan, Field quality plan & foundation drawings submitted	Applicable	YES/NO

NOTE : STRIKE OFF 'YES' OR 'NO', AS APPLICABLE

DATE :

AUTHORISED SIGNATORY

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

TECHNICAL CONDITIONS OF CONTRACT (TCC)

BHARAT HEAVY ELECTRICALS LIMITED



TECHNICAL CONDITIONS OF CONTRACT (TCC) CONTENTS

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

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - I : Project Information

PROJECT INFORMATION

1.0	Project Information
1.1	BACKGROUND TELANGANA STATE GENERATION COMPANY (TSGENCO) is setting up a coal based 4x270 MW Thermal Power Project at Bhadradri, Manuguru, Dist. - Khammam, Telangana. Site is located at a distance of 100 KM from Khammam Railway station. Location: 10 Kms from Manuguru Town Nearest Railway Station: Manuguru (20 Kms) Nearest Airport/ seaport: Vijayawada (220 Kms from site) Access By Road/Major Cities: 38 KM from Bhadrachalam, 345 KM from Hyderabad Source of Coal: Singareni Coal Mines/Imported Coal Source of Water: Godavari River Meteorological Data: Dry Bulb Temperature (Max/Min): 44.8°C/13°C Humidity (Max/Min): 82%/31% Average Rainfall: 1250 mm annually Wind Speed: Basic wind speed of 44 m/sec as per IS - 875(Part-3) Seismic Zone: Zone III

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. BHEL will not admit any claims whatsoever on account of Contractor's non-familiarization of local conditions.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-II Scope of Work

2.0 SCOPE OF WORK

The intent of this specification is to provide on turn-key basis complete design, development of scheme, works & services of fabrication at shop and site as may be required, erection/ installation/ rigging of all temporary structures along with all lifting & shifting equipments (e.g. hydraulic & telescopic lifting & shifting system, strand jacks, power packs with centralised control system, modular structural towers , lifting beams, high capacity wire rope slings, steel plates rolled section for on-site fabrication etc. as may be necessary) and all manpower requirement i.e. technical and supervisory, skilled, semiskilled, & unskilled manpower for handling, lifting, shifting, lowering and placement of Generator on its specified foundations included but not limited to following:

- a. Design of the Jacking System
- b. Supply of Jacking System and its accessories
- c. All necessary consumables, excluding fuel and or LT Power for the equipments.
- d. Fuel for the Power Packs
- e. Provision of all necessary supervision for lifting, operating & dismantling the bidder's equipments.
- f. Site accommodation & transportation for Bidders and his crew
- g. Communication system for the jacking operations.
- h. Manufacturers test certificates for each coil of strand
- i. Procedure & Write Up for lifting of Generator from start to Finish.
- j. Adequate third party insurance cover
- k. Workmen's compensation for bidder and his workmen.
- l. Insurance for Bidder's equipments.

2.1.1 Details of Equipment to be lifted:-

SI No.	Description	Approx. Weight	Elevation of Stator floor	Likely Lifting Schedule at site
1	Gen Stator Unit# 1	232 MT	15.5 MTR	Jun'16
2	Gen Stator Unit# 2	232 MT	15.5 MTR	Aug'16
3	Gen Stator Unit# 3	232 MT	15.5 MTR	Oct'16
4	Gen Stator Unit# 4	232 MT	15.5 MTR	Dec'16

Above schedule is tentative. Price quoted by agency shall be valid till Apr'17. In case the contract is extended beyond Apr'17, the accepted rate shall be enhanced by 5% for every extension of 12 months.

2.1.2 Civil works

(a) The civil foundations for installation of lifting and shifting arrangements of Strand & Jack system shall be provided by BHEL. Foundation details for tower footings along with load details of Strand jack system on foundations & co-ordinates of the lifting and shifting arrangement will be provided by the contractor. The location of foundation for Strand Jack shall be provided by the bidder. Design of the foundation will be done by BHEL. Inserts for Strand Jack arrangement

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-II Scope of Work

on TG Deck will be provided by BHEL. Supply of foundation bolts shall be in the scope of Contractor. Grouting of foundation bolts shall be carried out by BHEL.

(b) All other requirement of foundation and other civil works are to be arranged by the contractor on his own within the quoted rates.

(c) GA and Layout drawings of various equipments of the Power Plant are provided as part of tender document for information of bidders.

(d) Contractor shall furnish the detail of lifting plan, Field quality plan & foundation drawings along with their bid document

2.2.1. LIFTING, SHIFTING & PLACEMENT OF GENERATOR STATOR ON ITS FOUNDATION:

(a) The Generator stator has to be lifted directly from the transport carrier or from the trailer or from ~~steels~~ /supports & placed on specified foundation. In case packer/ distance piece are required to be provided between the Generator and the foundation, these will be made available by BHEL to the contractor.

Generator stator lifting will be done from A-Row.

(b) Alignment, Leveling, Bolting & grouting of the stators on their foundations is not included in Contractor scope. However while placing the Generator on its foundation, this has to be suitably maneuvered to ensure placement in rough alignment with axes and elevation in line with tender conditions.

(c) The Generator is to be lifted by using trunions/ lifting facility provided specifically for the purpose of lifting /handling on the equipments. No other mode of tying/jacking over the body of Generator is possible/ allowed for lifting/ shifting/lowering purposes.

(d) In any case dragging of Generator will not be allowed.

(e) In case if generator arrives before arrival / readiness of Strand jack system by contractor, **BHEL will unload the generator at the specified position parallel to A- Row.** Contractor shall depute their representative at site at the time of unloading to finalize the suitable position of unloading.

(f) Contractor shall provide swivel arrangement for rotation of Generator where ever rotation is required.

2.2.2 Providing temporary structures, access platforms, ladders etc. as required including necessary steels, others materials, consumables, fabrication and erection there of and dismantling after completion of work is part of contractor's scope.

2.2.3 Contractor shall arrange for adequate stock of spares for the entire system so as to ensure continuation of work with least disruption in case of any failures/ faults encountered

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-II Scope of Work

during operation. Such disruptions/ hold ups should not pose any danger to the safety of equipments being handled. However for erection purpose, power source will be provided by BHEL. Contractor shall ensure fail safe operations in the event of failure of Customer supplied power.

2.2.4 Before deployment on the job, contractor has to furnish the load test certificates, including overload test certificates as applicable, of all the lifting equipment, wire rope (strand), and material test certificate for the steel being used in the system. Contractor should also submit certificate towards Design adequacy and other safety clearances as applicable.

2.2.5 After completion of work, contractor shall dismantle the total installation (excluding foundations made for this purpose as specified in foregoing para) and clear the premises of all debris scrap etc and take back all the equipments.

2.2.6 Contractor shall arrange to lift the Generator within the reasonable time period after placement of vehicle at the lifting point & release the vehicle so as to avoid undue detention. Charges towards any such undue detention attributable to contractor shall be on his account.

2.2.7 Contractor shall be solely responsible for watch and ward of his equipment, including while in storage as the case may be.

2.2.8 Contractor shall abide by the safety / security rules and regulations as per the requirement of TSGENCO / BHEL. Contractor shall obtain information about all safety / security norms of TSGENCO well in advance. BHEL will not admit any claims whatsoever on account of Contractor's non-familiarization of site safety / security regulations.

2.2.9 As a normal practice, customer will issue Gate Passes. BHEL will only facilitate and entire co-ordination shall be by Contractor.

2.2.8 Way bills / Entry Permits for movement of Strand Jack Equipment are to be arranged by contractor.

2.3 DRAWINGS AND DOCUMENTS

The technical details and drawing of the Generator stator given in this tender specification are only for guidance and are indicative of the requirement. The contractor shall take note of all the aspects of technical details furnished while arranging the required equipments/ materials/services as the case may be.

2.3.1

The detailed drawings, specifications available with BHEL engineers will also form part of this tender specification. Revision of drawings/documents may take place due to various considerations as is normal in such large project. Work will have to be carried out as per revised drawings/ documents. These documents will be made available to the contractor during execution of work at site.

2.3.2

One set of necessary drawings/documents to carry out the erection work will be furnished to the contractor by BHEL.

2.3.3

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-II Scope of Work

If any error or ambiguity is discovered in the specification/information contained in the documents/drawings and tender, the contractor shall forthwith bring the same to the notice of BHEL before submission of offer.

2.3.4

In case an ambiguity is detected after award of work, the same must be brought to the notice of BHEL before commencement of the work/activity. BHEL's interpretation in such cases will be final and binding on the contractor.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-II Scope of Work

GENERAL REQUIREMENTS – COMMON TO ALL WORK

3.01.

THE INTENT OF SPECIFICATION IS TO PROVIDE SERVICES ACCORDING TO THE MOST MODERN AND PROVEN TECHNIQUES AND CODES. THE OMISSION OF SPECIFIC REFERENCE TO ANY METHOD, EQUIPMENT OR MATERIAL NECESSARY FOR PROPER AND EFFICIENT EXECUTION OF THIS WORK SHALL NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY OF PROVIDING SUCH FACILITIES TO COMPLETE THE WORK WITHOUT ANY EXTRA COMPENSATION.

3.0.2

THE TERMINAL POINTS DECIDED BY BHEL SHOULD BE FINAL AND BINDING ON THE CONTRACTOR FOR DECIDING THE SCOPE OF WORK AND EFFECTING PAYMENT FOR THE WORK DONE.

3.0.3

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 COOPERATE WITH PERSONNEL OF BHEL, BHEL'S CUSTOMER, CUSTOMER'S CONSULTANTS AND OTHER CONTRACTORS, COORDINATING HIS WORK WITH OTHERS AND PROCEED IN A MANNER THAT SHALL NOT DELAY OR HINDER THE PROGRESS OF WORK OF THE PROJECT AS A WHOLE.

3.0.4

THE WORK COVERED UNDER THIS SPECIFICATION IS OF HIGHLY SOPHISTICATED NATURE, REQUIRING THE BEST QUALITY WORKMANSHIP, SUPERVISION, ENGINEERING AND CONSTRUCTION MANAGEMENT. THE CONTRACTOR SHOULD ENSURE PROPER PLANNING AND SUCCESSFUL & TIMELY COMPLETION OF THE WORK TO MEET THE OVERALL PROJECT SCHEDULE. THE CONTRACTOR MUST DEPLOY ADEQUATE QUANTITY OF TOOLS & PLANTS, MODERN / LATEST CONSTRUCTION AIDS ETC. HE MUST ALSO DEPLOY ADEQUATE TRAINED, QUALIFIED AND EXPERIENCED SUPERVISORY STAFF AND SKILLED PERSONNEL.

3.0.5

CONTRACTOR SHALL FABRICATE, ERECT ALL THE EQUIPMENTS AS PER THE SEQUENCE & METHODOLOGY PRESCRIBED BY BHEL DEPENDING UPON THE TECHNICAL REQUIREMENTS, AND AVAILABILITY OF MATERIALS AND FRONTS ETC. BHEL ENGINEER'S DECISION REGARDING CORRECTNESS OF THE WORK AND METHOD OF WORKING SHALL BE FINAL AND BINDING ON THE CONTRACTOR. NO CLAIMS FOR EXTRA PAYMENT FROM THE CONTRACTOR WILL BE ENTERTAINED ON THE GROUND OF DEVIATION FROM THE METHODS / SEQUENCE ADOPTED IN ERECTION OF SIMILAR SETS ELSEWHERE.

3.0.6

ALL NECESSARY CERTIFICATES AND LICENSES, PERMITS & CLEARANCES REQUIRED TO CARRY OUT THIS WORK FROM THE RESPECTIVE STATUTORY/ LOCAL AUTHORITIES ARE TO BE ARRANGED BY THE CONTRACTOR AT HIS COST IN TIME TO ENSURE SMOOTH PROGRESS OF WORK.

3.0.7

THE WORK SHALL CONFORM TO DIMENSIONS AND TOLERANCES SPECIFIED IN THE VARIOUS DRAWINGS / DOCUMENTS THAT WILL BE PROVIDED DURING VARIOUS STAGES OF ERECTION. IF ANY PORTION OF WORK IS FOUND TO BE DEFECTIVE IN WORKMANSHIP, NOT CONFORMING TO DRAWINGS OR OTHER STIPULATIONS DUE TO CONTRACTOR'S FAULT, THE CONTRACTOR SHALL

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-II Scope of Work

DISMANTLE AND RE-DO THE WORK DULY REPLACING THE DEFECTIVE MATERIALS AT HIS COST, FAILING WHICH THE WORK WILL BE GOT DONE BY BHEL AND RECOVERIES WILL BE EFFECTED FROM THE CONTRACTOR'S BILLS TOWARDS EXPENDITURE INCURRED INCLUDING COST OF MATERIALS AND DEPARTMENTAL OVERHEADS OF BHEL.

3.0.8

THE CONTRACTOR SHALL PERFORM ANY SERVICES, TESTS ETC, WHICH MAY NOT BE SPECIFIED BUT NEVERTHELESS, REQUIRED FOR THE COMPLETION OF WORK WITHIN QUOTED RATES.

3.0.9

THE CONTRACTOR SHALL EXECUTE THE WORK IN THE MOST SUBSTANTIAL AND WORKMANLIKE MANNER. THE STORES SHALL BE HANDLED WITH CARE AND DILIGENCE.

3.0.10

BHEL RESERVES RIGHT TO RECOVER FROM THE CONTRACTOR ANY LOSS WHICH ARISES OUT OF UNDUE DELAY / DISCREPANCY / SHORTAGE / DAMAGE OR ANY OTHER CAUSES DUE TO CONTRACTOR'S LAPSE DURING ANY STAGE OF WORK. ANY LOSS TO BHEL DUE TO CONTRACTOR'S LAPSE SHALL HAVE TO BE MADE GOOD BY THE CONTRACTOR.

3.0.11

ALL TRANSPORT EQUIPMENT, HANDLING EQUIPMENT, TOOLS, TACKLES, FIXTURES, EQUIPMENT, MANPOWER, SUPERVISORS/ENGINEERS, CONSUMABLES ETC, EXCEPT OTHERWISE SPECIFIED AS BHEL SCOPE ON FREE ISSUE, 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 CLAUSES. THE CONTRACTOR'S QUOTED RATES SHOULD BE INCLUSIVE OF ALL SUCH CONTINGENCIES.

3.0.12

ALL WORKS SUCH AS CLEANING, LEVELING, ALIGNING, FILING, CHIPPING, DRILLING, REAMING, SCRAPPING, LAPPING, FITTING UP ETC AS MAY BE APPLICABLE IN SUCH ERECTION WORKS AND WHICH ARE TREATED INCIDENTAL TO THE ERECTION WORKS AND NECESSARY TO COMPLETE THE WORK SATISFACTORILY, SHALL BE CARRIED OUT BY THE CONTRACTOR AS PART OF THE WORK WITHIN THE QUOTED RATES.

3.0.13

THE CONTRACTOR SHALL MAKE ALL FIXTURES, TEMPORARY SUPPORTS, STEEL STRUCTURES REQUIRED FOR JIGS & FIXTURES, ANCHORS FOR LOAD AND GUIDE PULLEYS REQUIRED FOR THE WORK. CONTRACTOR SHALL ARRANGE NECESSARY STEEL FOR SUCH USAGE.

3.0.14

THE CONTRACTOR SHALL TAKE DELIVERY OF THE MATERIALS FROM THE BHEL STORES/ STORAGE AREA AFTER GETTING THE APPROVAL OF BHEL ENGINEER ON STANDARD INDENT FORMS OF BHEL. COMPLETE AND DETAILED ACCOUNT OF THE MATERIALS AND EQUIPMENTS AFTER USAGE SHALL BE SUBMITTED TO THE BHEL AND RECONCILED PERIODICALLY.

3.0.15. IN CASE IT IS NECESSARY TO SHIFT AND RE-STACK THE MATERIALS KEPT AT WORK AREAS/ SITE TO ENABLE OTHER AGENCIES TO CARRY OUT THEIR WORK OR FOR ANY OTHER REASON, SAME SHALL BE DONE BY CONTRACTOR MOST EXPEDITIOUSLY. NO CLAIM FOR EXTRA PAYMENT FOR SUCH WORK WILL BE ENTERTAINED.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-II Scope of Work

3.0.16 PLANT MATERIALS SHOULD NOT BE USED FOR ANY TEMPORARY SUPPORTS / SCAFFOLDING/ PREPARING PRE-ASSEMBLY BED ETC.

3.0.17 VENDOR SHALL FURNISH FIELD QUALITY PLAN DETAILING OUT THE SPECIFIC QUALITY CONTROL PROCEDURE COVERING PEDESTAL/FOUNDATIONS WITH DRAWING, MATERIAL HANDLING EQUIPMENTS AND COMPLETE PROCESS INVOLVING PLACEMENT OF STATOR. THE WORK SHALL BE CARRIED OUT STRICTLY IN ACCORDANCE TO THE "FIELD QUALITY PLAN" APPROVED BY BHEL/CLIENT. CONTRACTOR, JOINTLY WITH BHEL, SHALL PREPARE ALL NECESSARY RECORDS OF MEASUREMENTS/READINGS/ PROTOCOLS ETC.

4.0.1 GENERAL RESPONSIBILITY OF THE CONTRACTOR

4.0.2 THE CONTRACTOR SHALL HAVE TOTAL RESPONSIBILITY FOR ALL EQUIPMENT AND MATERIALS IN HIS CUSTODY AT CONTRACTOR'S STORES, LOOSE, SEMI-FABRICATED, FABRICATED OR ERECTED BY HIM AT SITE. HE SHALL EFFECTIVELY PROTECT THE FINISHED WORKS FROM ACTION OF WEATHER AND FROM DAMAGES OR DEFAACEMENT AND SHALL ALSO COVER THE FINISHED PARTS IMMEDIATELY ON COMPLETION OF WORK AS PER BHEL ENGINEER'S INSTRUCTIONS.

4.0.3 PRESERVATION & PROTECTION OF COMPONENTS

AT ALL STAGES OF WORK, EQUIPMENTS/MATERIALS IN THE CUSTODY OF CONTRACTOR, INCLUDING THOSE ERECTED, WILL HAVE TO BE PRESERVED.

4.0.4 THE CONTRACTOR SHALL MAKE SUITABLE SECURITY ARRANGEMENTS INCLUDING EMPLOYMENT OF SECURITY PERSONNEL AND ENSURE PROTECTION OF ALL MATERIALS/ EQUIPMENT IN THEIR CUSTODY AND INSTALLED EQUIPMENTS FROM THEFT/FIRE/PILFERAGE AND ANY OTHER DAMAGES AND LOSSES.

4.0.5 CONTRACTOR SHALL COLLECT ALL SCRAP/ WASTAGE MATERIALS, DEPOSIT THE SAME AT ONE PLACE EARMARKED AT SITE OR SHIFT THE SAME TO A PLACE EARMARKED IN BHEL/ CLIENT'S STORES. IN CASE OF FAILURE OF CONTRACTOR IN COMPLIANCE OF THIS REQUIREMENT, BHEL WILL MAKE SUITABLE ARRANGEMENT AT CONTRACTOR'S RISK AND COST.

4.0.6 THE CONTRACTOR SHALL NOT UNDULY WASTE ANY MATERIALS ISSUED TO HIM. IN CASE IT IS OBSERVED AT ANY STAGE THAT THE WASTAGE/EXCESS UTILISATION OF MATERIALS IS NOT WITHIN THE PERMISSIBLE LIMITS, RECOVERY FOR THE EXCESS QUANTITY USED OR WASTED WILL BE EFFECTED WITH DEPARTMENTAL CHARGES FROM THE CONTRACTOR. DECISION OF BHEL ON THIS WILL BE FINAL AND BINDING ON THE CONTRACTOR.

4.0.7 FOR ANY CLASS OF WORK FOR WHICH NO SPECIFICATIONS HAVE BEEN LAID DOWN IN THESE SPECIFICATIONS, WORK SHALL BE EXECUTED AS PER THE INSTRUCTIONS OF BHEL.

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

Sl.No	Description	Scope / to be taken care by		Remarks
		BHEL	Bidder	
3.1	PART I ESTABLISHMENT			
3.1.1	FOR CONSTRUCTION PURPOSE:			
a	Open space for office (as per availability)	Yes		Location will be finalized after joint survey with owner
b	Open space for storage (as per availability)	Yes		Location will be finalized after joint survey with owner
c	Construction of bidder's office, canteen and storage building including supply of materials and other services		Yes	
d	Bidder's all office equipments, office / store / canteen consumables		Yes	
e	Canteen facilities for the bidder's staff, supervisors and engineers etc		Yes	
f	Fire fighting equipments like buckets, extinguishers etc		Yes	
g	Fencing of storage area, office, canteen etc of the bidder		NA	
3.1.2	FOR LIVING PURPOSES OF THE BIDDER			

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

SI.No	Description PART I	Scope / to be taken care by		Remarks
		BHEL	Bidder	
a	Open space for labour colony (as per availability)		Yes	Contractor has to make their own arrangements for labour accommodation (labour colony)
b	Labour Colony with internal roads, sanitation, complying with statutory requirements		Yes	
3.2.0	ELECTRICITY			
3.2.1	Electricity For construction purposes of Voltage 415/440 V			FREE
a	Single point source	Yes		At a distance of 500 M from site (Distance is only estimated, it may vary upto an extent depending on site condition)
b	Further distribution including all materials, Energy Meter, Protection devices and its service		Yes	
c	Duties and deposits including statutory clearances if applicable		Yes	
3.2.2	Electricity for the office, stores, canteen etc of the bidder			Free
a	Single point source	Yes		At a distance of 500 M from site (Distance is only estimated, it may vary upto an extent depending on site condition)

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

SI.No	Description PART I	Scope / to be taken care by		Remarks
		BHEL	Bidder	
b	Further distribution including all materials, Energy Meter, Protection devices and its service		Yes	
c	Duties and deposits including statutory clearances if applicable		Yes	
3.2.3	Electricity for living accommodation of the bidder's staff, engineers, supervisors etc		Yes	Contractor has to make their own arrangement.
a	Single point source		Yes	
b	Further distribution including all materials, Energy Meter, Protection devices and its service		Yes	
c	Duties and deposits including statutory clearances if applicable		Yes	
3.3.0	WATER SUPPLY			
3.3.1	For construction purposes:			FREE
a	Making the water available at single point	Yes		
b	Further distribution as per the requirement of work including supply of materials and execution		Yes	

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

SI.No	Description	Scope / to be taken care by		Remarks
		BHEL	Bidder	
3.3.2	<u>Water supply for bidder's office, stores, canteen etc</u>			FREE
a	Making the water available at single point	Yes		
b	Further distribution as per the requirement of work including supply of materials and execution		Yes	
3.3.3	<u>Water supply for Living Purpose</u>			Contractor has to make their own arrangements
a	Making the water available at single point		Yes	
b	Further distribution as per the requirement of work including supply of materials and execution		Yes	
3.4.0	LIGHTING			
a	For construction work (supply of all the necessary materials) 1. At office/storage area 2. At the preassembly area 3. At the construction site /area		Yes	
b	For construction work (execution of the lighting work/ arrangements) 1. At office/storage area 2. At the preassembly area 3. At the construction site /area		Yes	

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

SI.No	Description PART I	Scope / to be taken care by		Remarks
		BHEL	Bidder	
c	Providing the necessary consumables like bulbs, switches, etc during the course of project work		Yes	
d	Lighting for the living purposes of the bidder at the colony / quarters		Yes	
3.5.0	COMMUNICATION FACILITIES FOR SITE OPERATIONS OF THE BIDDER			
a	Telephone, fax, internet, intranet, e-mail etc		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	For site personnel of the bidder		Yes	
b	For bidder's equipments and consumables (T&P, Consumables etc)		Yes	

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

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

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – IV: T&Ps and MMEs to be deployed by Contractor

4.1.1 The contractor shall provide all the necessary steel scaffolding, working platforms for working at elevations, temporary structures etc. required for this work.

4.1.2 In the event of contractor failing to arrange the required tools and plants and testing equipment and non-availability of the same owing to breakdown, or otherwise, BHEL will take appropriate action at contractor's risk and cost.

4.1.3 Consumables

The contractor shall provide all consumables required for carrying out the work covered under this scope of work.

4.1.4 All temporary wiring must comply with regulations and will be subjected to engineer's inspection and approval before connecting to supply point.

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

For Unloading/Loading/Assembly/Dismantling/Fabrication/Erection and Handling of the Equipment/T&Ps/Structures mobilized by the contractors as per this work requirement at job site, suitable cranes including EOT Crane in TG Hall along with Fuel and Operator will be provided by BHEL

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – VI: Time Schedule

6.1 TIME SCHEDULE & MOBILIZATION

6.1.1 INITIAL MOBILIZATION

BHEL will provide information in advance in order to plan for strand jack arrangement. BHEL shall give planned date for lifting of generator and **accordingly 30 days mobilization period shall** be given for complete readiness of lifting system. Thereafter **15 days' time span** shall be for completion of work at site including installation of generator and dismantling of lifting system.

Demobilization of Set up - After placement of Generator at its location contractor shall dismantle & shift the entire set up within 15 days to identified location as per instruction of BHEL engineer. In case if the contractor fails to remove their equipment within 15 days, then BHEL will remove the same at the risk and cost of contractor and deduct the charges with overhead, as applicable. In such case, BHEL will not be responsible for any damages to contractor's equipment.

6.1.2 DETENTION CHARGES/ PENALTY

For Delay in completion of work beyond 15 days' time span (allotted to complete the work), due to reasons not attributable to contractor, detention charges of Rs 30,000/- per day (Rupees Thirty Thousand Only) shall be payable to the contractor.

However, for delay in completion of work beyond 15 days' time span, due to reasons attributable to contractor, penalty of Rs 30,000/- per day (Rupees Thirty Thousand Only) shall be levied by BHEL on contractor.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VII: TERMS OF PAYMENT

7.0 TERMS OF PAYMENT

100% payment in each running bill will be released as per the following provisions with regard to Stages of Payment.

7.1 Payment of Running Account Bills

12.1.1 The agreed rates for Generator shall be paid progressively as per the break up given hereunder based on the progress of work. The contractor shall submit his running bills with the details of measurement required by BHEL Engineer as per the billing calendar decided by BHEL Engineer at site.

7.1.2 The payment for running bills will normally be released within 30 days of submission of running bill. Contractor shall make his own arrangement for making payment of impending labour wages and other dues in the meanwhile.

7.2 STAGES OF PAYMENT

7.2.1 PROGRESSIVE PAYMENT

SN	ACTIVITY	% Break up Payment
01	Mobilization of complete set up to site	10%
02	Installation and making ready the Lifting and Shifting system at specified location for lifting of Generator.	10%
03	Completion of Lifting/Placement of Generator on its Foundation	70%
04	Complete Demobilization/Dismantling of all Equipments & contractors set-up	10%
	TOTAL	100%

7.3 Mode of Payment and measurement of work completed

Refer General Conditions of Contract

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VIII: Taxes, Duties & Levies

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

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

8.1.1

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

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

8.1.2 Service Tax & Cess on Service Tax

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

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

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

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

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

8.1.3 VAT (Sales Tax /WCT)

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

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

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VIII: Taxes, Duties & Levies

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

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

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

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

8.2 — 'Enabling Works'

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

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

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

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

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

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VIII: Taxes, Duties & Levies

documentary evidence in support of the same **before opening of Price Bid**. Claim for any such impact after opening the Price Bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.

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

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

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

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

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