

TENDER SPECIFICATION

BHEL: PSSR: SCT: 1469

FOR

Receipt, Unloading & Material Handling from Trucks / Trailers / Transport carriers / wagons etc., transportation to site / site stores & storage yard, verification, stacking, documentation / updating MM package in computer systems for various stages of works & preservation of materials / components of Boiler, TG and their auxiliaries for units 1 & 2 of 2 X 800 MW

at
Yeramarus TPS site, Raichur Dist.,
Karnataka state.

VOLUME –I BOOK – I

TECHNOCOMMERCIAL BID (Book I & II)

Book-I consists of

**Notice Inviting Tender,
Volume-IA : Technical Conditions of Contract**

Book-II consists of

**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 – Southern Region

690, Anna Salai, Nandanam, Chennai – 600 035.

BHARAT HEAVY ELECTRICALS LIMITED
(A Government of India Undertaking)
Power Sector, Southern Region
690, Anna Salai, Nandanam, Chennai – 35

Tender Specification No. BHEL: PSSR: SCT: 1469

for

Receipt, Unloading & Material Handling from Trucks / Trailers / Transport carriers / wagons etc., transportation to site / site stores & storage yard, verification, stacking, documentation / updating MM package in computer systems for various stages of works & preservation of materials / components of Boiler, TG and their auxiliaries for units 1 & 2 of 2 X 800 MW at Yeramarus TPS site, Raichur Dist., Karnataka state.

One set of Tender documents consisting of

- 1) TECHNOCOMMERCIAL BID - 2 copies
- 2) PRICE BID - 2 copies

Book Sl no

Issued to
M/s

Refer NIT for Last date of submission
Please note this tender document is not transferable

For and on behalf of
BHARAT HEAVY ELECTRICALS LIMITED

ADDL GENERAL MANAGER / CONTRACTS

Place: Chennai -35
Date:

Rev 00
6th July
2010

NOTICE INVITING TENDER

Bharat Heavy Electricals Limited



NOTICE INVITING TENDER

Ref: BHEL PSSR SCT 1469

Date: Aug 08, 2011

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. Salient Features of NIT

Sl. No	ISSUE	DESCRIPTION
i	TENDER NUMBER	BHEL PSSR SCT 1469
ii	Broad Scope of job	Receipt, Unloading & Material Handling from Trucks / Trailers / Transport carriers / wagons etc., transportation to site / site stores & storage yard, verification, stacking, documentation / updating MM package in computer systems for various stages of works & preservation of materials / components of Boiler, TG and their auxiliaries for units 1 & 2 of 2 X 800 MW at Yeramarus TPS site, Raichur Dist., Karnataka state.
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>
b	Volume-IB	<i>Special Conditions of Contract (SCC)</i>
c	Volume-IC	<i>General Conditions of Contract (GCC)</i>
d	Volume-ID	<i>Forms and Procedures</i>
e	Volume-II	<i>Price Schedule (Absolute value).</i>

NOTICE INVITING TENDER

iv	Issue of Tender Documents	1. Sale from BHEL PSSR Regional office at :Chennai Start : Aug 30, 2011 Closes: Sep 14, 2011, Time :15.00 Hrs 2. From BHEL website (www.bhel.com) Tender documents can however be downloaded from website till due date of submission	Applicable
v	DUE DATE & TIME OF OFFER SUBMISSION	Date :Sep 15, 2011, Time :15.00Hrs Place : BHEL PSSR :Chennai Tenders can be submitted through representative / in person at SCT Dept, BHEL PSSR, Chennai.	Applicable
vi	OPENING OF TENDER	Date : Sep 15, 2011, Time :15.30Hrs Notes: (1) In case the due date of opening of tender becomes a non-working day, tenders shall be opened on next working day at the same time. (2) Bidder may depute representative to witness the opening of tender	Applicable
vii	EMD AMOUNT	Rs 2,00,000/- (Rupees Two Lakhs Only)	Applicable
viii	COST OF TENDER	Rs 2,000/-.	Applicable
ix	LAST DATE FOR SEEKING CLARIFICATION	At least 7 days before the due date of offer submission or two days before the scheduled date of pre-bid meeting whichever is earlier 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: Sep 08, 2011 Time 10.00AM at BHEL:PSSR:Chennai-35	Applicable.
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	Bidders shall enter into an Integrity Pact (IP) with BHEL as per format given at Volume 1D Formats of this tender. The bidders are required to return this Integrity Pact (IP) along with Techno Commercial Bid duly signed and stamped by the authorized signatory who signs the bid. It may be noted that only those bidders who have entered into such an IP with BHEL would be competent to participate against this tender .i.e. entering into this pact is a preliminary qualifications for the bidders. The	Not Applicable

NOTICE INVITING TENDER

		Independent External Monitor against this NIT shall be Shri ...	
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. The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly signed & stamped on each page, as part of offer. **Rates / Price including discounts / rebates, if any, mentioned anywhere / in any form in the techno-commercial offer other than the Price Bid, shall not be entertained.**
3. 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 Chennai 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 Chennai, Sundays and second / last Saturdays
4. Unless specifically stated otherwise, bidder shall deposit EMD through Demand Draft/Pay Order in favour of Bharat Heavy Electricals Ltd, payable at Chennai. For other details and for 'One Time EMD' please refer General Conditions of Contract.
5. **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 each document shall be retained by the bidder for their reference.

NOTICE INVITING TENDER

6. 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	
	<u>ENVELOPE – I superscribed as :</u> PART-I (TECHNO COMMERCIAL BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING:-	
i.	Covering letter/Offer forwarding letter of Tenderer.	
ii.	Duly filled-in 'No Deviation Certificate' as per prescribed format to be placed after document under sl no (i) above. <u>Note:</u> 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. b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding. i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender.	
iii.	Supporting documents / annexure / schedules / drawing etc as required in line with Pre-Qualification criteria. 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.	
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)	

NOTICE INVITING TENDER

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	
	<u>ENVELOPE – II superscribed as:</u> PART-I (EMD/COST of TENDER) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING:-	
i.	1. Earnest Money Deposit (EMD) in the form as indicated in this Tender <u>OR</u> Documentary evidence for 'One Time EMD' with BHEL PSSR Chennai 2. Cost of Tender (Demand Draft or copy of Cash Receipt as the case may be)	

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

NOTICE INVITING TENDER

OUTER COVER		
	ENVELOPE-IV (MAIN ENVELOPE / OUTER ENVELOPE) superscribed as: TECHNO-COMMERCIAL BID, PRICE BID & EMD TENDER NO: NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING:	
i	○ 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. No Deviation with respect to tender clauses and no additional clauses/ suggestions/ in Techno-commercial bid/ Price bid shall normally be considered by BHEL. Bidders are requested to positively comply with the same.
8. 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. **Assessment of Capacity of Bidders:**

Bidders capacity for executing the job under tender shall be assessed as per the following:

- I. **Assigning Weightages (A) for Similar Jobs Under-Execution:** Weightages shall be worked out and assigned based on the average number of Similar Works under execution including works yet to be commenced by the agency, in the following manner:

i). **Number of Similar Jobs**

- | | |
|--------------------------------------|--|
| a) No. of jobs in BHEL, PSER | : Say 'J' |
| b) No. of jobs in BHEL, PSSR | : Say 'K' |
| c) No. of jobs in BHEL, PSWR | : Say 'L' |
| d) No. of jobs in BHEL, PSNR | : Say 'M' |
| e) No. of jobs with other customers* | : Say 'N' (*: Other than BHEL PSER, PSSR, PSWR & PSNR) |
| f) Average No. of Jobs is 'P' | = (J+K+L+M+N) divided by 5 |

NOTICE INVITING TENDER

ii) Weightage “A” assigned to bidders based on Average Number of jobs “P”:

- a) If ‘P’ = 0-1, “A” will be equal to ‘3’
- b) If ‘P’ = 2-3, “A” will be equal to ‘2’
- c) If ‘P’ = 4-5, “A” will be equal to ‘1’
- d) If ‘P’ is Above 5, “A” will be equal to ‘0’

II. **Weightage “B” for Quarterly Performance Reports of Vendors**: This shall be based on the averages of the net weighted score obtained by the bidder for the jobs under execution (excluding works not commenced) for the quarter previous to the last quarter reckoned from the date of latest due date of submission, in all four Regions i.e BHEL PSER, PSSR, PSWR & PSNR, in the following manner.

i). **Ratings by Power Sector Region**:

- a) PS ER’s Rating ‘Rer’ = $(X_1 + X_2 + \dots + X_n)$
- b) PS WR’s Rating ‘Rwr’ = $(X_1 + X_2 + \dots + X_n)$
- c) PS SR’s Rating ‘Rsr’ = $(X_1 + X_2 + \dots + X_n)$
- d) PS NR’s Rating ‘Rnr’ = $(X_1 + X_2 + \dots + X_n)$

Over all Power Sector Region Rating ‘R_{BHEL}’ = (Rer+ Rwr+ Rsr+ Rnr)
divided by (Ner+ Nwr+ Nsr+ Nnr)

(where “X₁, X₂, X₃,...X_n” is the net weighted score obtained by the bidder as per the “Evaluation of Contractor Performance (Quarterly)” against the various contracts ‘N’ under execution in the respective Region).

ii) **Weightage “B” assigned to bidders based on Overall Power Sector Rating (R_{BHEL})**:

- a) If R_{BHEL} is 80% and above, “B” will be equal to ‘6’
- b) If R_{BHEL} is > 70% < 80%, “B” will be equal to ‘5’
- c) If R_{BHEL} is > 60% < 70%, “B” will be equal to ‘4’
- d) If R_{BHEL} is < 60%, “B” will be equal to ‘0’

III. **Evaluation of Bidders capacity to execute the job under tender**:

shall be based on the sum of scores obtained in ‘A’ and ‘B’, as below:

- a) 6 or above : Considered ‘Qualified’ for the job under tender
- b) Less than 6: Considered ‘NOT Qualified’ for the job under tender

IV. **Explanatory note**:

- a) Similar work means Boiler or Turbine or Civil or Electrical or CI, etc as detailed in the scope irrespective of rating of Plant

NOTICE INVITING TENDER

- b) Quarter shall be as per the quarter defined in the “Evaluation of Contractor performance (Quarterly)”. For contracts where annexed Quarterly Evaluation performance was not part of the contract, ‘Quarterly Performance Reports’ previous to the last quarter reckoned from the date of latest due date of submission, given by the respective project site against the contract will be the basis for evaluation.
 - c) Vendors who are not executing any jobs presently in the Region and first timers to the Region, may be considered subject to satisfying all other tender conditions
 - d) ‘Under execution’ shall mean works in progress upto Boiler Steam Blowing (for Boiler and Auxilliaries) or Synchronisation (for all other jobs including Civil) shall be considered.
10. 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 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. No additional claim shall be entertained by BHEL in future, on account of non-acquaintance of above.
11. 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. BHEL may decide holding 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. 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. Unless specifically mentioned otherwise, bidder’s quoted price shall deemed to be in compliance with tender including PBD.

NOTICE INVITING TENDER

15. 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 (xi) of 1 above.**
16. 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 pre-qualification evaluation/ techno-commercial bids, approval/ acceptance of customer (as applicable), etc. and date of opening of price bids shall be intimated to only such bidders.
17. 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. Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) or specified otherwise in SCC of tender.
19. 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. On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
21. 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. The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
23. In case Consortium Bidding is allowed as per Pre Qualifying Requirement, then Prime Bidder and Consortium Partner shall enter into Consortium Agreement. Validity period of Consortium Agreement shall be 6 months after which the same can be re validated.

NOTICE INVITING TENDER

'Stand alone' bidder cannot become a **'prime bidder' or a 'consortium bidder' in a consortium 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. .

24. 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. The bidder may have to produce original document for verification if so decided by BHEL.
26. **Order of Precedence**
In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:
 - a. Amendments/Clarifications/Corrigenda/Errata etc issued in respect of the tender documents by BHEL
 - b. Notice Inviting Tender (NIT)
 - c. Price Bid
 - d. Technical Conditions of Contract (TCC)—Volume-1A
 - e. Special Conditions of Contract (SCC) —Volume-1B
 - f. General Conditions of Contract (GCC) —Volume-1C
 - g. Forms and Procedures —Volume-1D

For BHARAT HEAVY ELECTRICALS LTD

AGM / SCT

Enclosure

01. Annexure-1: Pre Qualifying criteria.
02. Annexure-2: Check List.
- 03 Other Tender documents as per this NIT.

NOTICE INVITING TENDER

ANNEXURE - 1

PRE QUALIFYING CRITERIA

JOB	Receipt, Unloading & Material Handling from Trucks / Trailers / Transport carriers / wagons etc., transportation to site / site stores & storage yard, verification, stacking, documentation / updating MM package in computer systems for various stages of works & preservation of materials / components of Boiler, TG and their auxiliaries for units 1 & 2 of 2 X 800 MW at Yeramarus TPS site, Raichur Dist., Karnataka state.
Tender NO	BHEL PSSR SCT 1469

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*
A	Submission of Integrity Pact duly signed (if applicable)	Not applicable	
B	Assessment of Capacity of Bidder to execute the work as per sl no 9 of NIT (if applicable)	Applicable	
C	Technical The Bidders should have executed material handling contract (receipt, unloading, stacking, verification, preservation) of 30% of the estimated weight of materials to be handled in this tender (30% of this tender is Approx 42300 MT) in a single work order, in any industry. And Handling, unloading and stacking of at least one ODC consignment of 100 MT in the same or different work order. (Or) The bidder should have executed erection, testing and commissioning of Boiler of one unit of minimum capacity 190 MW. Note: "Executed" means Boiler should have been lighted up (Or)		

NOTICE INVITING TENDER

	The bidder should have executed erection, testing and commissioning of Steam Turbine Generator of one unit of minimum capacity 190 MW Note: "Executed" means STG should have been synchronized		
D 1	<u>FINANCIALS</u> TURNOVER Bidders must have achieved an average annual financial turnover (audited) of Rs 66 lakhs or more over last three financial years i.e., 2007-08, 2008-09 & 2009-10		
D2	NETWORTH Net worth of the bidder based on the latest audited accounts as furnished for 'D1' above should be positive.		
D3	PROFIT Bidders must have earned profit in any one of the three financial years in the last three years defined in 'D1' above		
E	Approval of Customer (if applicable) 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.	Not Applicable	
F	Consortium criteria (if applicable)	Not applicable	
G	Notwithstanding the above, BHEL reserves the right to reject any or all the Tenders for reasons whatsoever beyond its control and the decision of BHEL is final.	Applicable	
	Explanatory Notes for QR 'A' 1. The word 'executed' means the bidder should have achieved the criteria specified in the QR even if the total contract has not been completed or closed 2. Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as given above along with all annexures.		

BIDDER SHALL SUBMIT ABOVE PRE-QUALIFICATION CRITERIA FORMAT, DULY FILLED-IN, SPECIFYING RESPECTIVE ANNEXURE NUMBER AGAINST EACH CRITERIA AND FURNISH RELEVANT DOCUMENT (copies of Work order / LOI / LOA and work completion certificate) IN THE RESPECTIVE ANNEXURES IN THEIR OFFER.

* Non availability of data in this column, regarding the qualifying experience claimed by bidder and other details sought will be at the risk of the bidder. Such offer, without filling up this column will be liable for rejection.

NOTICE INVITING TENDER

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	
3a	Details of Contact person for this Tender: Name : Mr / Ms Designation: Telephone No: Mobile No: Fax No: E-mail ID:	
3b	Details of alternate Contact person for this Tender: Name : Mr / Ms Designation: Telephone No: Mobile No: Fax No: E-mail ID:	
4	EMD DETAILS	DD No: Date : Bank : Amount: Please tick (√) whichever applicable:- ONE TIME EMD / ONLY FOR THIS TENDER
5	Validity of offer	To be valid for six months from due date
		APPLICABILITY
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 / Not applicable
7	Audited profit and Loss Account for the last three years submitted	Applicable / Not applicable
8	Copy of PAN Card submitted	Applicable / Not applicable

NOTICE INVITING TENDER

9	Whether all pages of the Tender documents including annexures, appendices etc are read understood and signed. Note: Clause 1.4.2 is specially added to this tender.	Applicable / Not applicable	YES/NO
10	Integrity Pact	Applicable / Not applicable	YES/NO
11	Declaration by Authorised Signatory	Applicable / Not applicable	YES/NO
12	No Deviation Certificate	Applicable / Not applicable	YES/NO
13	Declaration confirming knowledge about Site Conditions	Applicable / Not applicable	YES/NO
14	Declaration for relation in BHEL	Applicable / Not applicable	YES/NO
15	Non Disclosure Certificate	Applicable / Not applicable	YES/NO
16	Bank Account Details for E-Payment	Applicable / Not applicable	YES/NO
16	Capacity Evaluation of Bidder for current Tender	Applicable / Not applicable	YES/NO
17	Tie Ups / Consortium Agreement are submitted as per format	Applicable / Not applicable	YES/NO
18	Power of Attorney for Submission of Tender / Signing Contract Agreement	Applicable / Not applicable	YES/NO
19	Analysis of Unit rates	Applicable / Not applicable	YES/NO
20	Unquoted price bid submitted or not	Applicable / Not applicable	YES/NO

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

DATE:

AUTHORISED SIGNATORY
(With Name, Designation and Company seal)

Rev 00
6th July
2010

VOLUME – IA

Part I & II

TECHNICAL CONDITIONS OF CONTRACT (TCC)

BHARAT HEAVY ELECTRICALS LIMITED



CONTENTS

[illegible]

TECHNICAL CONDITIONS OF CONTRACT (TCC)

VOLUME - IA PART – I CHAPTER – I PROJECT INFORMATION

1.0	Owner	:	Raichur Power Corporation Ltd 22/23, Sudarshan Complex, II nd floor, Sheshadri Road, Bangalore–560 009 Karnataka, India
2.0	Consultant	:	M/s Evonik Energy Services (I) Pvt. Ltd., A-29, Sector 16 Noida-201301(UP), India
3.0	Project Title	:	2 X 800 MW Yermarus Thermal Power Station
4.0	Location	:	Yermarus, Raichur Dist Karnataka State, INDIA It is situated at about 8 Kms from Raichur on the Raichur-Hyderabad State Highway-13 and 12 kms away from Bank of river Krishna and about 5 kms from Raichur Thermal Power Station
5.0	Nearest Railway	:	Chicksugur Railway Station which is about 2 kms from site.
6.0	Nearest Airport	:	Hyderabad around 200 kms
7.0	Nearest Port	:	Chennai around at about 470 kms from site.
8.0	Latitude and Longitude	:	Latitude – 16° 16' 55.9"N Longitude – 77° 20' 38.6"E
9.0	Elevation above mean sea level	:	350-375 meters
10.0	Climatic Conditions		
	(a) Ambient Temperature		
	i. maximum temperature	:	45° C
	ii. minimum temperature	:	6° C
	iii. Design Temperature for all Electrical / Mechanical Equipment	:	50° C Ambient
	(b) Relative Humidity		
	i. Maximum during monsoon	:	85%
	ii. Minimum	:	20%

TECHNICAL CONDITIONS OF CONTRACT (TCC)

	iii.	Average	:	65%
(c)		Rainfall		
	i.	Annual average rain	:	720 mm
	ii.	Max. For one day	:	115 mm
	iii.	Max. intensity	:	38 mm/hr
	iv	Period	:	June to September
(d)		Wind Speed		
	i.	Prevailing wind direction	:	West, South-East, North-West, South-West
	ii.	Maximum mean wind speed	:	15.9 Kms / hr (4.42 m/s)
	iii.	Average	:	9.61 Km/hr (2.67 m/s)
11.0		Wind Load		
		Calculations for wind effect shall be in accordance with IS:875- (Part-3) latest revision taking into account the following :		
	(a)	Basic wind speed of 39 m/sec as given in Fig.1 of the code.		
	(b)	Factor K1 shall be taken as 1.06		
	(c)	Terrain category shall be 2 and corresponding values shall be taken for K2		
	(d)	Factor K3 shall be taken as 1.0		
12.0		Wind Loading for Stack		
	(a)	For wind pressure as per clause 11.0 above		
	(b)	For RC stacks as per IS: 4998		
13.0		Seismic data (as per IS: 1893 latest issue)		
	(a)	Zone	:	Zone III (as per IS: 1893- latest)
	(b)	Importance factor (I)	:	1.75

VOLUME -IA PART – I CHAPTER – II SCOPE OF WORKS

The scope of work includes Receipt, Unloading & Material Handling from Trucks / Trailers / Transport carriers / wagons etc., transportation to site / site stores & storage yard, reshifting of materials, verification, stacking, Tracking location of materials along with associated documentation in the computerized MM package with BHEL and manual registers & preservation of materials / components of Boiler, TG and their auxiliaries for units 1 & 2 of 2X 800 MW at Yeramarus TPS site, Raichur Dist., Karnataka state

1.2.0 IMPORTANT CONDITIONS OF THE CONTRACT

- 1.2.1 It would be the responsibility of the contractor to keep in contact with the BHEL authorities at site to find out the arrival of the consignments. The lorry way bill / truck way bill for the consignments would be handed over to the contractor immediately on receipt.
- 1.2.2 The contractor shall examine the packages, consignments etc., on arrival and bring to the notice of Transport authorities and BHEL authorities regarding loss / damages, if any observed in the consignments proposed to be taken delivery of, before, taking delivery, particularly of consignment in “smalls” the weight of the packages and any discrepancies shall be reported immediately to BHEL / Transport authorities. In case it becomes necessary to take open delivery from the authorities, contractor should make all arrangements for taking open deliveries. All expenses connected there with shall be to the account of the contractor. Any loss that occurs to BHEL on account this will be recovered from his progress bills.
- 1.2.3 Contractor shall examine all the shipment and notify BHEL Engineer immediately for the purpose of engineer’s information. The contractor shall submit a report every week detailing in this regard.
- 1.2.4 In case of apparent damages / shortage to consignment / packing noticed by the contractor such cases shall be brought to the notice of BHEL and cleared only with BHEL’s knowledge / approval.
- 1.2.5 Any discrepancy / shortage / damage found in the consignment after taking delivery from the carriers after giving clear receipt would be the responsibility of the contractor and the amount liable to be lost by BHEL on such amount is recoverable from the contractor.
- 1.2.6 The contractor is required to find out from concerned authorities, regarding arrival of consignment prior to the receipt of consignment note, if any, and take delivery of the same on “Indemnity Bond”. Indemnity Bonds would be executed by BHEL, when intimation regarding arrival of consignment is furnished by the contractor.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

- 1.2.7 Detailed verification of materials with reference to packing list / Loading advise slip / etc., after unpacking of boxes & crates; repacking where called for, after detailed verification; preparation of receipt inspection reports etc shall be carried out within the quoted rate **within 30 days of the unloading. If the verification is not carried out within 30 days for reasons attributable to the contractor, then BHEL is having right to carryout the verification at the risk and cost of the contractor.**
- 1.2.8 Consignment coming on Sundays and Holidays are also required to be handled by the contractor on the same day. Since the offices and godowns will probably remain closed on these days, it will be the responsibility of the contractor to contact the Site Engineer / his authorised representative at BHEL at their residence and obtain instructions.
- 1.2.9 Since the consignment are expected to arrive during any time of the day or night contractor shall have his workmen round-the-clock at site as well as other places as required to unload the materials. Contractor's quoted rate shall include all such contingencies.
- 1.2.10 Unloading of materials / components at the storage yard, using contractor's own Lorries, Trailers and other equipment with valid road permits for their operation, unloading and stacking handling at storage yard for verification shall be the responsibility of the contractor under this contract.
- 1.2.11 Unloading of all materials including ODC consignments either by the contractor's crane or by rigging method, at the location decided by BHEL engineer shall be carried out by the contractor within the quoted rate. All T&Ps including hydraulic jacks and wooden sleepers required for rigging method of unloading shall be arranged by the contractor. **Generator stator is excluded from the scope of the tender.**
- 1.2.12 Unloading from Transport equipments, transportation, unloading at storage area / work site of heavy sophisticated equipment like heavy motors, modules, Drums, heavy bearings, fans, Transformers, Electricals Panels, components of Turbine & Generator, etc., shall be done in the presence of and as per the direction of BHEL representative including stacking and restacking if necessary.
- 1.2.13 All the materials shall be stored at minimum of 6" height above the ground level by the use of concrete or wooden sleepers or wooden logs. No material shall be allowed to remain on ground at any time. Materials shall not be stacked in low lying areas, where it is likely to get flooded during rain.

FOR STACKING THE MATERIALS ABOVE THE GROUND LEVEL, WOODEN / CONCRETE SLEEPERS, WOODEN LOGS, CONCRETE BLOCKS AND TARPAULINS ETC, WHEREVER DEEMED NECESSARY, WILL BE ARRANGED BY BHEL FREE OF COST AS DECIDED BY BHEL ENGINEER.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

However the wooden sleepers for unloading of materials shall be provided by the contractor.

- 1.2.14 Stacking of the materials shall be done as per the instructions and to the satisfaction of BHEL Engineers. The materials shall be stacked that it should facilitate easy handling during erection and **also enable traceability and “ready to lift” position in the stacked area for mechanical / electrical / other contractors** . In case any negligence or improper stacking is noticed, it shall be the responsibility of the contractor to re-stack at his cost. Failure to do so may force BHEL to get the job done through other agencies and recover the same from the contractor.
- 1.2.15 Under the scope of this contract, it shall be the responsibility of the contractor to provide facilities to open the package in the presence of BHEL Engineers verifying the same, repacking wherever and whenever necessary properly stacking them as may be directed by BHEL so as to facilitate proper handling and verification.
- 1.2.16 The contractor shall execute the work in the most substantial and workmen like manner. The stores shall be handled with care and diligence. Any loss to BHEL due to contractor's lapse shall have to be made good by the contractor.
- 1.2.17 General cleaning, grass cutting and upkeep of storage yard, stores area shall be carried out within the quoted rates for unloading, verification, identification and storage.
- 1.2.18 Transportation of certain materials from Godown of Transport carriers, unloading, verification of components which includes unpacking of cases / crates, repacking after verification, preservation, stacking of all the components at stores / storage space, shifting of materials from one location to another location within plant boundary and wherever required keeping the materials / components by raising height.
- 1.2.19 From the area / delivery points of all materials / components pertaining to generating units, auxiliaries, piping, miscellaneous plants and equipments, panels, cables and other electrical equipments, oil drums, tools, plants or any other items and equipments meant for erection, commissioning, and office equipment / furniture and miscellaneous items, contractor to use his own cranes, tractor / trailers, trucks, lorries, slings, jacks, lifting tackles and any other equipments for this job. Handling of equipments for verification of components including opening of cases / crates / boxes and repacking / stacking after verification shall also be the responsibility of the contractor. Compliance with statutory obligations as well as any other requirements/provisions with respect to contractor's manpower, equipment including insurance, medical facilities, minimum wages, safety requirements, accommodations etc., to be the responsibility of the contractor.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

- 1.2.20 Handling and loading of out going materials those are to be sent to other destinations shall be carried out by the contractor. **There shall not be any separate payment to the contractor for Handling and loading of outgoing materials.**
- 1.2.21 Incase of delay in unloading / fail to unload the equipment immediately, BHEL reserve the right to unload the equipments / components through other agencies at the risk and cost of the contractor.
- 1.2.22 The owner / employer or his authorized agents may inspect stores, storage yard, etc during the currency of the contract awarded to him. The contractor shall make necessary arrangements for such inspection and carry out the rectification pointed out by the owner/employer without any extra cost to the owner / employer. No cost whatsoever such duplication of inspection of work be entertained.
- 1.2.23 The contractor will arrange for gate passes and any other permits required for carrying out his work from the respective agencies at his own cost. He will also comply with regulations of the customer within the project area, any of the State Government and other Government agencies.
- 1.2.24 Materials shall be stacked neatly, preserved and stored in the contractor's shed / work area in an orderly manner. Sometimes it may become necessary for the contractor to handle certain unrequired components in order to take out / stack the required materials. The contractor has to take this contingency also into account. No extra payment is payable for such contingencies.
- 1.2.25 If required over and above the cranes deployed by the contractor as per the deployment plan, BHEL at its discretion, will provide on sharable basis, one 75 T or above capacity crane with operator, fuel and consumables, for such brief periods. If contractor is required to arrange this additional crane, then the charges at the pro rata rate indicated for the subject crane , mutually agreed shall be borne by BHEL.
- Note: BHEL's crane shall be issued to the contractor at the stores or any other location within the plant premises. Contractor has to march the crane to the place of unloading. After completion of the job contractor shall park the crane at a location decided by BHEL engineer. Contractor has to submit the required documents as per BHEL's procedure for receiving and returning back the crane.
- 1.2.26 Contractor with his own T& Ps and manpower shall receive, verify and transport all the materials received at Transporters godowns within a radius of 10 km in and around Raichur town from Project site and the materials received at railway stations within a radius of 4 km from Project site*(Nearest Railway station-Yermarus railway station at a distance of 3.5 kms from project site) to the BHEL stores within the quoted rate.

1.2.27 RESHIFTING OF MATERIALS / COMPONENTS :

- 1.2.27.1 Reshifting of the materials / components within the plant boundary shall be carried out by the contractor as per the instruction of BHEL engineer without any delay. **There shall not be any separate payment to the contractor for reshifting of materials. However, If the materials / components are to be shifted from outside the plant boundary to a location inside the plant boundary, then the mutually agreed charges towards high speed Diesel only shall be paid to the contractor.** No other charges shall be payable to contractor on account of reshifting.
- 1.2.27.2 In case it is necessary to shift and re-stack the materials kept at work area / site to enable other agencies to carry out their work, same shall be done by the contractor and shall be considered as Reshifting of materials / components.
- 1.2.28 All pipe and tube ends shall be covered with BHEL's plastic caps or will be closed with BHEL's wooden plugs as the case may be.

Note:

FOR FURTHER DETAILED SCOPE OF WORKS REFER RELEVANT CHAPTERS IN THIS BOOK

TECHNICAL CONDITIONS OF CONTRACT (TCC)

VOLUME IA PART – I CHAPTER – III FACILITIES IN THE SCOPE OF CONTRACTOR / BHEL (SCOPE MATRIX)

Sl.No	Description	Scope to be taken care by		Remarks
		BHEL	Bidder	
1.3.1	PART I			
1.3.1.1	ESTABLISHMENT			
1.3.1.1.1	FOR CONSTRUCTION PURPOSE:			
1.3.1.1.1.1	Open space for office	Yes		
1.3.1.1.1.2	Open space for storage	Yes		
1.3.1.1.1.3	Construction of bidder's office, canteen and storage building including supply of materials and other services		Yes	
1.3.1.1.1.4	Bidder's all office equipments, office / store / canteen consumables		Yes	
1.3.1.1.1.5	Canteen facilities for the bidder's staff, supervisors and engineers etc		Yes	
1.3.1.1.1.6	Fire fighting equipments like buckets, extinguishers etc		Yes	
1.3.1.1.1.7	Fencing of storage area, office, canteen etc of the bidder		Yes	
1.3.1.1.2	FOR LIVING PURPOSES OF THE BIDDER			
1.3.1.1.2.1	Open space		Yes	
1.3.1.1.2.2	Living accommodation		Yes	
1.3.1.2	ELECTRICITY			
1.3.1.2.1	Electricity For construction purposes (to be specified whether chargeable or free)			
1.3.1.2.1.1	Single point source	Yes		
1.3.1.2.1.2	Further distribution for the work to be done which include supply of materials and execution		Yes	
1.3.1.2.2	Electricity for the office, stores, canteen etc of the bidder which include:		Yes	
1.3.1.2.2.1	Distribution from single point including supply of materials and service		Yes	
1.3.1.2.2.2	Supply, installation and connection of material of energy meter including operation and maintenance		Yes	
1.3.1.2.2.3	Duties and deposits including statutory clearances for the above		Yes	
1.3.1.2.2.4	Living facilities for office use including charges		Yes	

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Sl.No	Description	Scope to be taken care by		Remarks
		BHEL	Bidder	
1.3.1	PART I			
1.3.1.2.2.5	Demobilization of the facilities after completion of works		Yes	
1.3.1.2.3	Electricity for living accommodation of the bidder's staff, engineers, supervisors etc on the above lines.(in case BHEL provides this facility, the scope should be given without ambiguity)		Yes	
1.3.1.3	WATER SUPPLY			
1.3.1.3.1	For construction purposes:			
1.3.1.3.1.1	Making the water available at single point	Yes		
1.3.1.3.1.2	Further distribution as per the requirement of work including supply of materials and execution		Yes	
1.3.1.3.2	Water supply for bidder's office, stores, canteen etc			
1.3.1.3.2.1	Making the water available at single point		Yes	
1.3.1.3.2.2	Further distribution as per the requirement of work including supply of materials and execution		Yes	
1.3.1.4	LIGHTING			
1.3.1.4.1	For construction work (supply of all the necessary materials) At office storage area At the preassembly area At the construction site /area		Yes	
1.3.1.4.2	For construction work (Execution of the lighting work / arrangements) At office storage area At the preassembly area At the construction site /area		Yes	
1.3.1.5	COMMUNICATION FACILITIES for site operations of the bidder	-		
1.3.1.5.1	Telephone, Fax, internet, intranet, email etc		Yes	
1.3.1.6	COMPRESSED AIR SUPPLY			
1.3.1.6.1	Supply of Compressor and all other equipments required for compressor & compressed air system including pipes, valves, storage systems etc	-	YES	
1.3.1.6.2	Installation of above system and operation & maintenance of the same	-	YES	
1.3.1.6.3	Supply of the all the consumables for the above system during the contract period		YES	

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Sl.No	Description	Scope to be taken care by		Remarks
		BHEL	Bidder	
1.3.2	PART II			
1.3.2.1	ERECTION FACILITIES			
1.3.2.1.0	Engineering works for construction			Not applicable
1.3.2.1.1	Providing the erection drawings for all the equipments covered under this scope	Yes		
1.3.2.1.2	Drawings for construction methods		Yes	
1.3.2.1.3	As-built drawings – wherever deviations observed and executed and also based on the decisions taken at site- example – routing of small bore pipes	Yes	Yes	
1.3.2.1.4	Shipping lists etc for reference and planning the activities	Yes	Yes	In consultation with BHEL
1.3.2.1.5	Preparation of site erection schedules and other input requirements		Yes	Not applicable
1.3.2.1.6	Review of performance and revision of site erection schedules in order to achieve the end dates and other commitments		Yes	
1.3.2.1.7	Weekly erection schedules based on SI No 1.3.2.1.5		Yes	
1.3.2.1.8	Daily erection / work plan based on SI No 1.3.2.1.7		Yes	
1.3.2.1.9	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	
1.3.2.1.10	Preparation of preassembly bay		Yes	
1.3.2.1.11	Laying of racks for gantry crane if provided by BHEL or brought by the contractor/bidder himself			Not applicable

1.3.3 OPEN SPACE:

- 1.3.3.1 Minimum Open space will be provided at free of charges to the contractor for construction of temporary office shed, contractor's stores shed(s).
- 1.3.3.2 BHEL shall not provide to the contractor any residential accommodation to any of his staff and the contractor has to make his own arrangements. Contractor has to make his own arrangements for labour colony.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

1.3.3.3 Contractor has to furnish along with their offer, the details of requirements of area of space for his office, stores, storage shed.

1.3.3.4 Location and area requirement for office/storage sheds/ fabrication yard shall be discussed and mutually agreed to.

1.3.4 **ELECTRICITY:**

1.3.4.1 The construction power will be provided at a single point for construction purpose only and the further distribution is to be arranged by the bidder at his cost. Construction power shall be provided from the nearest Substation / tapping point.

1.3.4.2 Any duty, deposit involved in getting the Electricity shall be borne by the bidder. As regards to contractor's office shed also, all such expenditure shall be borne by the contractor.

1.3.4.3 Provision of distribution of electrical power from the given single central common point to the required places with proper distribution boards, approved cables and cable laying including supply of all materials like cables, switch boards, pipes etc., observing the safety rules laid down by electrical authority of the State / BHEL / their customer with appropriate statutory requirements shall be the responsibility of the tenderer / contractor.

1.3.4.4 BHEL is not responsible for any loss or damage to the contractor's equipment as a result of variations in voltage / frequency or interruptions in power supply.

1.3.4.5 If required, necessary "Capacitor Banks" to improve the Power factor as stipulated by customer shall be provided by the contractor at his cost as per customer requirement. Penalty if any levied by customer on this account will be recovered from contractor's bills.

1.3.4 **CONSTRUCTION WATER**

1.3.4.1 Water shall be provided by BHEL at one point. However bidder shall arrange for further distribution at their cost.

1.3.4.2 No separate payment shall be made for any contingency arrangement made by contractor, due to delay / failure of water supply.

Note : All the T&Ps required for this scope of work are to be arranged by the contractor within the quoted rates based on the work requirement.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

VOLUME - IA PART - I CHAPTER – IV T&PS and MMEs TO BE DEPLOYED BY CONTRACTOR

- 1.4.1 All the tools & plants required for this scope of work are to be arranged by the contractor within the quoted rates.
- 1.4.2 **The deployment plan & period of cranes as mentioned in clause 1.4.4 below are essential to the contract. The successful bidder shall submit five number of BGs (as per the enclosed format) each for a value of Rs.Five lakhs only valid for twenty four months from the date of commencement of Work.**
- 1.4.3 Non availability of the following cranes as per the clause 1.4.7 below and in line with clause 1.4.7.1 will lead to encashment of above BGs in the month following the month of default. The decision of BHEL in this regard shall be final and binding on the contractor.
- 1.4.4 Deployment plan for the List of minimum major Tools & Plants to be deployed by the contractor:

Deployment plan & period

Sl no	Crane	Qty in Nos	Deployment period		
			From	To	Total period
01	12T mobile crane	01	1 st month (expected work start in Sep'2011)	39 th month	39 months
02	40T mobile crane	01	1 st month	39 th month	39 months
03	75 T mobile crane	01	1 st month	25 th month	25 months
04	20T trailer	01	1 st month	39 th month	39 months
05	40T trailer	01	3 rd month	32 nd month	30 months

- 1.4.5 Void
- 1.4.6 Crane log sheet for each of the crane on daily basis are to be certified by the BHEL engineer. Contractor shall submit the monthly Running Account Bills along with duly certified log sheets.
- 1.4.7 Contractor shall ensure that all the cranes and trailers mentioned in the deployment plan shall be in good working condition throughout the period mentioned in the deployment plan. In case of non-compliance if any as listed in clause 1.4.7.1 below, the charges as mentioned in clause 1.4.7.2 below shall be deducted in the running bills of the respective months for any or all of the non-compliance if any, as mentioned below.
- (Explanation: If there is non-compliance as listed below in any one particular crane in any one month then the charges shall be deducted in the running bill of that month for that crane).

TECHNICAL CONDITIONS OF CONTRACT (TCC)

1.4.7.1 List of non-compliance:

- a) Non availability / not working condition of the particular crane cumulatively for more than ten working days in the calendar month during the period mentioned in the deployment plan.
- b) Non availability / not working condition of the particular crane for more than five consecutive working days in the month during the period mentioned in the deployment plan.

1.4.7.2 The deduction shall be as given below:

Deduction for the month = 1.5 times of the amount of Charges per month calculated as per the note of the table -II in the price bid (Volume- II) as mentioned against each item (crane / trailer).

(Explanation: This deduction will be equal to 1.5 times of the charges arrived at as per clause 1.4.12 below.)

1.4.8 In addition to the deduction mentioned in clause 1.4.7 above, if work gets delayed due to non-availability of any T & P, BHEL reserves the right to get the work done at the risk and cost of contractor.

1.4.9 Any or part or all of the T & Ps of the contractor identified for the tendered package shall not be engaged for any works other than that of the works intended in this tender.

1.4.10 In case BHEL decides to engage the cranes for any of its job then the contractor is bound to operate the cranes with his own operator as per the direction of BHEL engineer. However, the mutually agreed charges towards high speed Diesel only shall be paid to the contractor. No other charges shall be payable to contractor on account of this.

1.4.11 During the extended period of contract, if any, contractor shall arrange all T & Ps excluding the cranes and trailers. Arranging cranes and trailers shall be governed suitably by clause 1.4.12 below.

1.4.12 Deployment of cranes and trailers mentioned in the deployment plan, if required for more period of deployment, over and above the indicated period, shall be deployed by the contractor against specific request from BHEL. The charges towards deployment of the particular T & P for each month shall be paid as mentioned below as applicable for that item.

The amount of Charges per month calculated as per the note of the table-II in the price bid (Volume- II) as mentioned against each item (crane / trailer).

VOLUME IA PART – I CHAPTER - V T&Ps AND MMEs TO BE DEPLOYED BY BHEL ON SHARING BASIS

- 1.5.1 The Tools & Plants to be made available by BHEL to contractor free of hire charges on sharable basis is Nil. However cranes on sharable basis shall be arranged as applicable in clause 1.2.25 of Technical conditions of contract (volume-IA Book –I).

VOLUME - IA PART – I CHAPTER-VI TIME SCHEDULE

1.6.1 TIME SCHEDULE

1.6.1.1 The materials / equipments / components are likely to be received in stages for a period of **39(thirty nine) months**.

1.6.1.2 The work shall be commenced on the mutually agreed date between the bidder and BHEL engineer and shall be deemed as completed in all respect only when the unit is in operation. The decision of BHEL in this regard shall be final and binding of the contractor. The scope of work under this contract is deemed to be completed only when so certified by the site Engineer.

1.6.2 MOBILISATION

Contractor shall mobilize necessary resources as per fax letter of Intent or as per directive of Construction manager. Contractor shall also follow the clause 1.4.4 of Technical Conditions of Contract (Volume-IA Book- I). In case of discrepancy the decision of BHEL engineer is final.

1.6.3 COMMENCEMENT OF CONTRACT PERIOD

The date of commencement of contract period shall be the mutually agreed date between the bidder and BHEL engineer to start the work. In case of discrepancy the decision of BHEL engineer is final.

1.6.4 CONTRACT PERIOD

The contract period for completion of entire work under scope shall be **39(thirty nine) months** from the “COMMENCEMENT OF CONTRACT PERIOD” as specified earlier.

1.6.5 GUARANTEE PERIOD

The guarantee period of twelve months starts from the date of achieving full load of latest unit of all the UNITS under the scope of this tender.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

VOLUME - IA PART – I CHAPTER-VII TERMS OF PAYMENT

1.7.1 Payment for the month as given in (c) below shall be paid on monthly basis on meeting the conditions (a) & (b) below.

(a) If the all the cranes were available in working condition in line with clause no 1.4.4 of Technical conditions of contract (volume-IA Book –I).

(b) If unloading of all the received materials in that billing month is completed.

(c) Monthly pro-rata payment for deployment of T & Ps = The amount of Charges per month calculated as per the note of the table-II in the price bid (Volume- II) as mentioned against each item (crane / trailer) shall be the amount payable towards deployment of major T & Ps for each month.

Explanation: Monthly pro-rata payment for deployment of T & Ps as mentioned in the table below:

Month	Pro-rata payment
From 1 st to 2 nd	0.8165% (0.1363+0.5442+0.136) of Lumpsum charges towards deployment as calculated from the note of the table-II in the price bid (Volume- II)
From 33 rd to 39 th	
From 3 rd to 27 th	2.0411% (0.1363+0.5442+1.0883+0.136+0.1363) of Lumpsum charges towards deployment as calculated from the note of the table-II in the price bid (Volume- II)
From 28 th to 32 nd	0.9528% (0.1363+0.5442+0.136+0.1363) of Lumpsum charges towards deployment as calculated from the note of the table-II in the price bid (Volume- II)

1.7.2 If the clause 1.7.1(a) above is not fully satisfied, then the payment shall be deducted as governed by the clause no 1.4.7 of Technical conditions of contract (volume-IA Book –I). **The deducted amount on this account shall not be paid back on any situation.**

1.7.3 No other payment shall be paid for the other / additional T & Ps deployed for carrying out the work as the scope of this tender.

1.7.4 The rate per ton for the material handled shall be arrived at as given below:

Rate per MT of materials = $\frac{35 \% \text{ of the agreed total price by the bidder}}{\text{Total tonnage (1,41,000 MT for this tender)}}$

TECHNICAL CONDITIONS OF CONTRACT (TCC)

1.7.5 The 'Rate per MT of materials' calculated as per clause 1.7.4 above shall be paid on completion of the activities mentioned in the following table on pro-rata basis.

SL No	Description of Activity	% of payment
1.7.5.1	COMPLETION OF THE FOLLOWING ACTIVITIES OF THE UNLOADED MATERIALS RECEIVED THROUGH TRUCKS / TRAILERS:	
1.7.5.1.a	Shifting to open/ covered stores	5%
1.7.5.1.b	Updation of receipt details, in store material registers / BHEL MM package system	20%
1.7.5.1.c	Stacking and verification	30%
1.7.5.1.d	Updation of verification details in material stock registers, submission of reports as per specified formats for shortage/open delivery, lodging of police report, documents for insurance claims etc, and preparation of material receipt certificates in prescribed formats where ever applicable	20%
1.7.5.1.e	Identification of material in ready to lift position for issue to BHEL / erection agency, and updation of issue details in stores records	22%
1.7.5.1.f	Completion of contractual obligations	3%
	Total	100%
1.7.5.2	UNLOADING FROM RAILWAY WAGONS AND COLLECTION FROM TRANSPORTER GODOWN	
1.7.5.2.a	Unloading from railway wagons / collection from railway station premises or collection from transporter godowns, re-loading, transportation to site and unloading	30%
1.7.5.2.b	Updation of receipt details, in store material registers / BHEL MM package system	15%
1.7.5.2.b	Stacking and verification	15%
1.7.5.2.d	Updation of verification details in material stock registers, submission of reports as per specified formats for shortage / open delivery, lodging of police report, documents for insurance claims etc, and preparation of material receipt certificates in prescribed formats where ever applicable	25%
1.7.5.2.e	Identification of material in ready to lift position for issue to bhel / erection agency, and updation of issue details in stores records	12%
1.7.5.2.f	Completion of contractual obligations	3%
	Total	100%
1.7.5.3	% FROM EVERY RA BILL TO BE PAID ONLY AFTER SATISFACTORY COMPLETION OTHERWISE FORFEITED	

TECHNICAL CONDITIONS OF CONTRACT (TCC)

1.7.5.3.a	Removal of grass/weeds and other plant growth in the store area	1%
1.7.5.3.b	PRESERVATION planned for the month	1%
1.7.5.3.c	Safety + illumination	1%

1.7.1 The contractor shall submit his bills once in a month duly furnishing the following minimum information.

- a. The gross weight as per RR/LWB / PWB
- b. RR/PWB/LWB Number
- c. Wagon/Vehicle/truck number and number of bundles/boxes/piece in each vehicle / truck / Wagon
- d. Shortage / damage reports in BHEL's standard material / management form.
- e. Rate / per tonne
- f. Amount claimed.
- g. Recoveries such as hire charges etc.,
- h. RR Incase materials are received in railway wagons
- i. **Compliance report of the audit that shall be conducted every month by BHEL nominated committee. The audit shall be carried out for compliance with respect to the BHEL's procedure for material stacking, preservation etc.,**

1.7.2 Payment for the first running bill will be released only on production of the following. (SI no iv & vi at PSSR-HQ and balance at site)

- i. PF Regn. No.
- ii. Labour License No.
- iii. Workmen Insurance Policy No.
- iv. Un Qualified Acceptance for Detailed L.O.I.
- v. Initial 50% Security Deposit.
- vi. Rs 100 /- Stamp Paper for Preparation of Contract agreement.

NOTE:

1. Recovery of Retention amount as per Cl. 2.22 of GCC.
2. RA bill payments as per Chapter-X of SCC

TECHNICAL CONDITIONS OF CONTRACT (TCC)

VOLUME - IA PART – I CHAPTER VIII TAXES AND OTHER DUTIES

1.8.0 TAXES

Value Added Tax (VAT) for the works

1.8.1 Price quoted shall be inclusive of VAT except service tax.

- 1.8.2 Notwithstanding the fact that this is only an erection service contract not involving any transfer of materials whatsoever and not attracting VAT liability, being labour oriented job work, for the purpose of VAT the contractor has to maintain the complete data relating to the expenditure incurred towards wages etc. in respect of the staff/workers employed for this work as also details of purchase of materials like consumables, spares etc., inter alia indicating the name of the supplier, address and VAT Registration No. and VAT paid for the purchases, etc
- 1.8.3 The bidder shall get registered with State VAT authorities and the registration certificate shall be forwarded to BHEL immediately after commencement of work. In case the bidder had already registered under respective State VAT, they must quote their registration Number and forward copy of Registration Certificate while submitting this tender.
- 1.8.4 The monthly/quarterly VAT return, duly incorporating the erection income from BHEL as turnover, should be submitted to BHEL at regular intervals with all annexure and details of payment of VAT (WCT).
- 1.8.5 You have to obtain VAT Clearance Certificate from the on concerned authorities as per the provisions of local VAT act, on completion of the project and submit along with the final bill.
- 1.8.6 The bidder shall quote very competitive price after taking into consideration of above points.

1.8.2.0 Service Tax

- 1.8.2.1 Price quoted shall be exclusive of Service Tax. The service tax as statutorily leviable and payable by the bidder under the provisions of service tax Law / Act shall be paid by BHEL as per bidder claim through various running bills. The bidder shall furnish proof of service tax registration with Central Excise Department specifying the name of services covered under this contract. Registration Certificate should also bear the endorsement for the premises from where the billing shall be done by the bidder on BHEL for this project. The bidder shall obtain prior consent of BHEL before billing the service tax amount.

1.8.3.0 Other Taxes & Levies

- 1.8.3.1 Any other taxes and duties (except VAT & Service Tax) if any, as applicable, viz. Entry Tax, Octroi, Licenses, Deposits, Royalty, Stamp Duty, other charges / levies, etc. prevailing / applicable on the date of opening of technical bids and any variation thereof during the tenure of the contract are in the scope of bidder. In case BHEL is forced to pay any such taxes, BHEL shall have the right to recover the same from the bidder either from running bills or otherwise as deemed fit.

1.8.4.0 New Levies / Taxes

- 1.8.4.1 In case Government imposes any new levy / tax after award of the work during the tenure of the contract, BHEL shall reimburse the same at actual on submission of documentary proof of payment subject to the satisfaction of BHEL that such new levy / tax is applicable to this contract..

1.8.5.0 Statutory variations

- 1.8.5.1 Statutory variations are applicable only in the cases of Value Added Tax and Service Tax. The changes implemented by the Central / State Government in the VAT Act / Service Tax during the tenure of the contract viz. increase / decrease in the rate of taxes, applicability, etc. and its impact on upward revision / downward revision are to be suitably paid/ adjusted from the date of respective variation. The bidder shall give the benefit of downward revision in favour of BHEL. No other variations shall be allowed during the tenure of the contract.

1.8.6.0 Direct Tax

- 1.8.6.1 BHEL shall not be liable towards Income Tax of whatever nature including variations thereof arising out of this contract as well as tax liability of the bidder and their personnel. Deduction of tax at source at the prevailing rates shall be effected by BHEL before release of payment as a statutory obligation, unless exemption certificate is produced by the bidder. TDS certificate will be issued by BHEL as per the provisions of Income Tax Act.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

VOLUME - IA PART – I CHAPTER - IX WEIGHT SCHEDULE

Sl. No	UNIT	DESCRIPTION OF SUPPLIES	APPROX.WT FOR BOTH UNITS in MT
1	Trichy	SG package	66000
2	BAP Ranipet	ESP, SG & Aux.	17950
3	Piping Centre	PCP, SG Piping, LP piping etc..	16000
4	Haridwar	ST &STG, Aux	7500
5	Hyderabad	Mills, Pumps, TD BFP, FST Heaters etc.,	5000
6	Bhopal	Transformers, SWGRs ,Motors, RE joints, Flash tanks etc.,	3000
7	Jhansi/Rudrapur	Transformer, Bus ducts etc.,	2500
8	EDN Bangalore	Panel, Cables etc.,	2000
9	CBU Bangalore	Ceramic Insulators, Mill lining	700
10	ISG,Bangalore	DG Set	100
11	PEM / New Delhi	BOI , Pumps, Valves, Cables etc.,	7500
12	Trichy-Valves	Valves	750
13	SR & Others	T&Ps Consumables, Furniture Etc.,	2000
14	CIVIL-PSSR Supply	a)Reinforcement steel : Dia 8 mm to 40mm b)structural steel: (Plates 6mm to 63mm and ISMB / Channel-Max 600mm)	10000
Total Weight for Two Units in MT			141000

NOTE:

1. The product list and the manufacturing units indicated above are indicative for estimation purpose only. The weight mentioned above is approximate and liable to vary as per design consideration of the manufacturing unit.
2. The payment will be made at the quoted / accepted rates for the tonnage actually handled.
3. Besides the products indicated above there is likelihood in addition of any products integral to Boiler, TG and its auxiliaries. Tenderers quoted rate shall be applicable for such products also.
4. For the purpose of payment, the gross weight indicated in RR/LWB/PWB will be taken into account for calculating the tonnage handled. However in case of full truck / Lorry load, Gross weight indicated in shipping / dispatch documents will

TECHNICAL CONDITIONS OF CONTRACT (TCC)

be taken into account for this purpose. Where gross weight is not available in these documents, gross weight as assessed by BHEL Engineers will be taken into account and which is final for the purpose of payment. For Handling of Insulation materials the payment will be made only for the actual Tonnage handled with respect to the shipping / Dispatch documents as per the Quoted / Accepted rate.

5. Total weight given above is inclusive of the ODC consignments. The list of some of the ODC consignments to be handled by the contractor is mentioned in the following table. The list is only illustrative and not exhaustive.

LIST OF SOME OF THE ODC CONSIGNMENTS			
Sl.No	Component Discription		Each Wt in MT
1	IP Turbine		196
2	H.P. Turbine		140
3	Generator Rotor		94
4	LP Rotor -I		81
5	LP Rotor-II		81
6	LP Casing Lower Part-I		60
7	LP Casing Lower Part-II		60
8	IP-Comb.reheat steam valve		50
9	IP-Comb.reheat steam valve		50
10	Generator Transformer		215
11	Station Transformer		100
12	ID Fan Motor		31
13	Eco Header		32
14	Ceiling Griders :		
	i)	6 pieces	L= 13600 W= 1000 - 1300 H = 4000 - 4500 34 to 50
	ii)	12 pieces	L= 9360-9560 W= 1000 - 1300 H = 3950 - 4470 20 to 32
15	RE Joint outlet		23
16	RE Joint inlet		24
17	HP flash tank		21
18	40 MVA Unit Transformer		61
19	16 MVA UAT		39.5

GENERAL

- 1.10.1 **In addition to the clause 2.8 of General Conditions of Contract (Volume-1C of Book-II) the contractor shall comply with the following.**
- 1.10.1.1 The Contractor should Register their Establishment under BOCW Act 1996 read with rules 1998 by submitting Form I (Application for Registration of Establishment) and Form IV (Notice Of Commencement /Completion of Building other Construction Work) to the respective Labour Authorities i.e.,
- a) Assistant Labour Commissioner (Central) in respect of the project premises which is under the purview of Central Govt. – NTPC,NTPL etc
 - b) Inspector Of Factories in respect of the project premises which is under the purview of State Govt.
- 1.10.1.2 The Contractor should comply with the provisions of BOCW Welfare Cess Act 1996 in respect of the work awarded to them by BHEL
- 1.10.1.3 The contractor should ensure compliance regarding Registration of Building Workers as Beneficiaries, Hours of work, welfare measures and other conditions of service with particular reference to Safety and Health measures like Safety Officers, safety committee, issue of Personal protective equipments, canteen, rest room, drinking water, Toilets, ambulance, first aid centre etc
- 1.10.1.4 The contractor irrespective of their nature of work and manpower (Civil, Mechanical, Electrical works etc) should register their establishment under BOCW Act 1996 and comply with BOCW Welfare Cess Act 1996.
- 1.10.2 The materials unloading from the transport carrier / wagon truck shall be shifted to project stores / storage yard and properly stacked immediately. The unloading point shall be kept free for accommodating next consignment. If the same is not followed, any demurrage charged / and or other losses are incurred the same will have to be borne by the contractor.
- 1.10.3 Any breakdown of crane, trucks, trailers and any other handling / lifting equipments, T & P etc., used by the contractor must be set right immediately. Contractor cannot attribute such breakdown for delay in unloading and transportation of materials, stacking etc. If the contractor fails to set right his handling equipments and T & P in time, as stated above, if found necessary, BHEL shall have the right to hire these equipments from other sources and give it to the contractor at the risk and cost of the contractor. However, it is not obligatory on BHEL and cannot be quoted by the contractor for any demurrage or any other charges incurred by the contractor on account of the same.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

- 1.10.4 Contractor has to make payment of freight charges against the LWB/PWB/RR upto a limit of **Rs. 2000/-** per consignments and claim reimbursement of the same from BHEL by producing necessary supporting documents. For freight charges beyond **Rs. 2000/-** (Rupees.Two thousand only). BHEL will arrange to pay the freight charges by cheque / DD to the carriers / Railways.
- 1.10.5 Weight indicated in shipping list will be final. For the purpose of progressive payment the weight, declared in the drawings / shipping list etc., will be taken into account.
- 1.10.6 Payment of all demurrages / wharfages that result due to contractor's fault would be the responsibility of the contractor and to his account. If BHEL have to make payment of demurrage / wharfage together with the freight the amounts so paid as demurrages / wharfages for the reasons stated above shall be paid by the contractor forthwith or would be recovered from the bills of the contractor, with BHEL overheads as applicable.
- 1.10.7 BHEL reserves the right to recover from the contractor any loss which arises out of undue delay/discrepancy shortage/damage or any other causes during transit or during unloading or during stacking, or any time in the custody of the contractor.
- 1.10.8 The materials / components at stores shall be handled with care and diligence. Any loss or damage to BHEL due to contractor's lapses, will have to be made good by the contractor. Otherwise BHEL will arrange for repair / replacement and recover the expenses incurred from the contractor's bills.
- 1.10.9 All the necessary certificates and licenses required to carry out this scope of work are to be arranged by the contractor then and there at no extra cost. Contractors shall ensure that all their Staff / Employees are exposed to periodical training programme conducted by qualified agencies/ personnel on ISO 9001 – 2000 Standards.
- 1.10.10 For the purpose of planning, contractor shall furnish the estimated requirement of power (month wise) for execution of work in terms of maximum KW demand.
- 1.10.11 On Completion of work, all the temporary buildings, structures, pipe lines, cable etc. shall be dismantled and leveled and debris shall be removed as per instruction of BHEL by the contractor at his cost. In the event of his failure to do so, the expenditure towards clearance of the same will be recovered from the contractor. The decision of BHEL Engineer in this regard is final.
- 1.10.12 The contractor is strictly prohibited from using BHEL's regular components like angles, channels, beams, plates, pipe/tubes, and handrails etc for any temporary works. Contractor shall arrange himself all such materials. In case of such misuse of BHEL materials, a sum as determined by BHEL engineer will be

TECHNICAL CONDITIONS OF CONTRACT (TCC)

recovered from the contractor's bill. The decision of BHEL engineer is final and binding on the contractor.

- 1.10.13 If the contractor or his workmen or employees shall break, deface, injure or destroy any part of a building, road, kerbs, enclosures, water pipes, fence, cables, drains, electric or telephone posts or wires, trees the contractor shall make good the same at his own expense or in default the site Engineer may cause the same to be made good by other workmen or by other means and deduct the expenses (of which the site Engineer's decision is final) from any sums that may be then or at any time thereafter become due to the contractor or from his security Deposit or any other money due.
- 1.10.14 Agency should post qualified Safety Officer to take care of all safety measures which are bound by contract specifications (BHEL / customer / customer's consultant).

VOLUME - IA PART-I CHAPTER – XI

IMPORTANT CONDITIONS

- 1.11.1 In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be as mentioned in clause 26.0 of Notice inviting tender published in Book –I.
- 1.11.2 As per clause no 1.4.2 of Technical conditions of Contract (Volme-IA Book-I), the successful bidder shall submit five number of BGs (as per the enclosed format) each for a value of Rs.Five lakhs only valid for twenty four months from the date of commencement of Work. In case if the full amount as said in clause 1.4.7 could not be deducted in the respective running bill, BHEL reserves the right to encash the five no of BGs in succession for the balance portion of deduction. On taking action by BHEL for encashing the fifth BG, a notice to termination of contract shall be served and processed as per the contractual provisions.
- 1.11.3 If operated, the Over-run compensation mentioned in clause 2.12 of General Conditions of Contract (Volume-IC of Book II) shall be subject to the condition that the rates for this tender shall be as calculated in clause 1.7.4 of Technical conditions of Contract (volume –IA Book – I). It is further clarified that 65 % of the awarded contract value is not eligible for ORC during the extended period of contract since they are assigned to the the T& P deployed as per the deployment plan.
- 1.11.4 If operated, the quantity variation mentioned in clause 2.14 of General Conditions of Contract (Volume-IC of Book II) shall be subject to the condition that the value of awarded contract value in the said clause for this tender shall be only 35% of the awarded contract value. The variation in executed contract value shall be calculated with respect to 35% of the awarded contract value and not to 100% of awarded contract value.

Explanation: Generally the meaning of awarded contract value in clause 2.14 of General Conditions of Contract (Volume-IC of Book II) shall be the price mentioned in the 'Letter of Intent'. Let this price be say 'X'. For this tender the awarded contract value shall be only 35% of X instead of 100% of X for the purpose of quantity variation.

Compensation for quantity variation= $0.15 \times (\text{executed value as per rate schedule sl no 2 of Table B} - 0.35 \times \text{LOI value})$

- 1.11.5 The following changes are incorporated for this tender in price variation compensation clause mentioned in clause 2.17 of General Conditions of Contract (Volume-IC of Book II). Excepting the said changes all other conditions of this clause remains same.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

The value of component “K” in clause 2.17.3 shall be changed as mentioned in the following table.

Sl no	Category	Component ('K')
i)	Labour	35
ii)	High Speed Diesel	15

Note: There shall not be any difference while operating the Price Variation Clause during the extended period of contract.

VOLUME - IA PART-I CHAPTER – XII WORK PROGRESS

PROGRESS OF WORK

- 1.12.1 Refer forms F -14 to F-18 of volume I D of volume -I book-II. Plan and review will be done as per the formats.
- 1.12.2 During the course of material Handling if the progress is found unsatisfactory or the materials are not unloaded in time without any delay or in the opinion of BHEL, if it is found that the skilled workmen like Riggers, operators, technicians and Helpers employed are not sufficient, BHEL will induct required additional workmen to improve the progress and recover them from contractor's bill, all charges incurred on this account including all expenses together with BHEL overheads.
- 1.12.3 The contractor shall submit daily, weekly and monthly progress reports manpower reports material reports consumables report and other reports considered necessary by the Engineer. The periodicity of the reports will be decided by BHEL Engineer at site.
- 1.12.4 Tenderers have to furnish a list of Tools and Plants including cranes, Tractor / Trailers etc., which they propose to deploy for this work.
- 1.12.5 Void
- 1.12.6 The contractor shall submit a report of any damage, shortage, discrepancy etc., every week detailing in this regard.
- 1.12.7 The contractor shall submit daily, weekly and monthly progress reports, manpower reports, materials reports, consumables (gases / electrodes) report, cranes availability report and other reports as per Performa considered necessary by the Engineer as per the format enclosed with this tender document.
- 1.12.8 The monthly report ending on 24th of every month shall be submitted as a booklet and shall contain the following details :-
 - a. Progress photographs.
 - b. Site Organization chart of engineers & supervisors as on 24th of the month with further mobilization plan

TECHNICAL CONDITIONS OF CONTRACT (TCC)

- c. Category- wise man hours engaged during the previous month under the categories of riggers, khalasis, gas-cutters, electricians, crane operators and helpers.
- d. Consumables report giving consumption of all types of gases and electrodes during the previous month.
- e. Availability report of cranes
- f. Safety implementation report in the format

1.12.9 The manpower reports shall clearly indicate the manpower deployed, category wise specifying also the activities in which they are engaged.

1.12.10 The contractor must obtain the signature and permission of the security personnel of the customer for bringing any of their materials, T&Ps, etc., inside the site premises. Without the Entry Gate Pass these materials, T&Ps, etc., will not be allowed to be taken outside.

VOLUME - IA PART-I CHAPTER-XIII PRESERVATION

SCOPE OF WORK FOR PRESERVATION OF MATERIALS AT STORES, IF REQUIRED

- 1.13.1 Contractor shall carryout cleaning and preservation / touch up painting for the materials / equipments under this tender specification, wherever deficiency in painting / rusting is noticed. The primer paint shall be matching shop primer. The required manpower, consumables, T & Ps etc shall be provided by the contractor with in the quoted rate. Supply of primer / paint (synthetic enamel) will be in contractor's scope.
- 1.13.2 Components are received duly painted from manufacturing unit. Due to handling or deterioration due to life of paint or deterioration due to climatic / storage condition etc., paint may get peeled off or rubbed off. This needs preservation to avoid further rusting of components. Also, during this activity, the painting / repainting of W.O. No. and other relevant particulars that may need to be painted on the components is also covered with in the scope of work.
- 1.13.3 This may call for handling / rehandling of materials. All required T&Ps shall be arranged by the contractor at their cost BHEL will not provide any T & P, for this scope of Work.
- 1.13.4 For either touch up painting or full coat painting, the surface to be painted shall have to be thoroughly cleaned with emery paper, wire brush either manually or mechanically.
- 1.13.5 The contractor is expected to submit periodic reports on the preservation carried out for perusal by BHEL Engineer, in the formats as specified by BHEL Engineer.
- 1.13.6 The approximate quantity of materials for preservation painting including handing of materials at BHEL store is around **16000 metric tons**.
- 1.13.7 The contractor shall be responsible for any damages of materials / components due to mishandling in his custody. All precaution shall be taken to handle components safely.
- 1.13.8 BHEL's engineer decision shall be final regarding the process of surface preparation of the area to be painted, type and nature of painting to be done on the components and also for arranging the components sequentially to suit erection requirement.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

- 1.13.9 Contractor has to procure paints from the **BHEL / Customer approved agencies** only, and the paints should be as per the customer painting specification.
- 1.13.10 Before applying the subsequent coats, the thickness of each coat shall be measured and recorded with BHEL/ Customer.
- 1.13.11 Preservation of materials in accordance with the BHEL's preservation manual and / or as per BHEL's instruction shall be within the quoted rate.

VOLUME - IA PART-II CHAPTER-1
PROCEDURES

2.1.1 PROCEDURE TO BE ADOPTED BY THE CONTRACTOR IN CASE OF SHORT / DAMAGED NON DELIVERED CONSIGNMENTS DESPATCHED BY ROAD

2.1.1.1 PROCEDURE FOR NON DELIVERED CONSIGNMENTS

2.1.1.1.1 Apply for and obtain a certificate of Non-delivery from the Road carriers.

2.1.1.1.2 File a Notice of claim on the carriers sending the same to their registered office by Registered Post A.D. and forwarding a copy to their delivery office, immediately or within 6 months from the date of Lorry way Bill.

2.1.1.1.3 The following documents should be obtained and submitted to BHEL in charge at site.

- i. Original and Non-delivery certificates.
- ii. Copy of claim notice filed on the carriers.
- iii. Postal acknowledgement card or reply received for the claim notice.
- iv. If the package originally non-delivered is traced and offered for delivery at a later date, apply and obtain open delivery in respect of the same before clearance.

2.1.1.2 PROCEDURE FOR SHORT DELIVERY (Non delivery of a few packages in the consignment)

2.1.1.2.1 Obtain a certificate of Short Delivery from the Road Carriers.

2.1.1.2.2 File a notice of claim on the carriers sending the same to their Registered Office by Registered post with A.D. and forwarding a copy to their delivery office immediately or within 6 months from the date of Lorry Way Bill.

2.1.1.2.3 Documents to be submitted to BHEL Site Engineer

- i. Original short delivery certificate.
- ii. Copy of claim notice filed on the carriers.
- iii. Postal acknowledgement or reply received, for the claim notice.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

- iv. If the package originally short delivered is traced out and offered for delivery at a later date, apply for and obtain open delivery in respect of the same before clearance.

2.1.1.3 PROCEDURE FOR SHORT/DAMAGE IN PACKAGES DELIVERED FROM THE ROAD CARRIERS

2.1.1.3.1 Apply for and obtain open delivery from the road carriers.

2.1.1.3.2 If open delivery is refused.

- a. Arrange for survey at the carrier's godown by a licenced insurance surveyor after giving notice in writing.
- b. Take delivery under protest in writing against acknowledgement or by Registered Post with A.D.
- c. Make necessary endorsement regarding the loss/damage on the reverse of the consignee copy of the lorry way bill before surrendering it to the carriers.

2.1.1.3.3 File a notice of claim on the carriers sending the same to their registered office by Registered Post with A.D. and forwarding a copy to the delivery office immediately or within 6 months from the date of lorry way bill.

2.1.1.3.4 Documents to be submitted to BHEL site In charge.

- a. Claim Form
 - b. Insurance Policy / Certificate in Original (If specific document is issued)
 - c. Original open delivery certificate and report of Insurance survey if any conducted to the final destination.
 - d. Additional documents required in the event of refusal of open delivery by the carriers.
1. Copy of notice given to the carriers advising about the survey at their godown before clearance.
 2. Survey report of the licensed insurance surveyor with the bill/receipt for payment of survey fee and expenses.
 3. Copy of letter of protest extended to the carriers with the postal acknowledgement received thereto.
 4. Photocopy of the lorry way bill with the endorsement of the discrepancies made thereon.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

2.1.2 PROCEDURE TO BE ADOPTED BY THE CONTRACTOR IN CASE OF SHORT/ DAMAGED / NON- DELIVERED CONSIGNMENTS (RECEIVED BY RAIL)

2.1.2.1 As regards consignment dispatched by Rail, the following steps should be taken:

- i. Immediately after R/R is received, the consignee will handover the same to the representative of the Railway Authorities and arrange to effect delivery of the consignments immediately on their receipts. Delay may cause deterioration of goods apart from attracting demurrage charges.
- ii. If cases / packages arrive short or in a damaged condition, or show even the slightest sign of having been tampered with, open delivery should be insisted upon and a shortage/damage certificate extract from a "Open Delivery Book" of the Railways obtained. Should the railway refuse the grant open delivery, the good should at least be got check weighed against weight given in the R/R before taking delivery. If Railways refuse to check weight, delivery shall be taken giving a qualified receipt to the Railways and under written protest under intimation to BHEL. Authorities at site.
 - a. A protest shall also be lodged to the Railways on behalf of the consignee against an allowance or on assessment of damage, which is considered insufficient by the consignee.
- iii. In case of short delivery and non-delivery immediately notice losses shall be filed with the Railway authorities at places of dispatch and destination, as also at any intermediate Railway if it is different one, under intimation to BHEL. Authorities.
- iv. BHEL authorities shall be intimated if goods are not traced and delivery not taken within 10 days from the date of R/R, or if goods have been taken delivery of under "Open Delivery" as detailed in (2) shortage certificate duly obtained from the Railways to enable formal claims to be lodged under Section 78 of the Indian Railways Act 1980. If the goods are traced and offered for delivery at a later date. "Open Delivery" shall be insisted upon and shortage / damage certificate obtained as it is possible that the goods may have been damaged due to prolonged delay in delivery.
- v. All letters to the Railway authorities shall be addressed per "Registered Post Acknowledgement Due" and the Postal and/or other acknowledgement shall be preserved.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

VOLUME - IA PART-II CHAPTER-2 REVERSE AUCTION PROCEDURE

GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION

Against this NIT for the subject work, tender shall be processed through “REVERSE AUCTION PROCEDURE” i.e. ON LINE BIDDING on INTERNET.

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. 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.
3. BHEL will inform the vendor in writing in case reverse auction, the details of service provider to enable them to contact and get trained.
4. Business rules like event date, time, start price, bid decrement, extensions, etc. also will be communicated through service provider for compliance.
5. Vendors have to fax the compliance form in the prescribed (provided by service provider) before start of Reverse auction. Without this the vendor will not be eligible to participate in the event.
6. BHEL will provide the calculation sheet (e.g.: EXCEL sheet) which will help to arrive at “Total Cost to BHEL”.
7. Reverse auction will be conducted on schedule date & time.
8. At the end of reverse auction event, the lowest bidder value will be known on the network.
9. The lowest bidder has to fax the duly signed filled-in prescribed format as provided on case-to-case basis to BHEL through service provider within 24 hours of action without fail.
10. During Reverse Auction, the process of reverse auction is unsuccessful then BHEL at its discretion may decide to call the L1 bidder of reverse auction for further negotiation.
11. Sealed bid reverse auction: The opening bid (in the initial auction) of the bidders shall be same as that quoted in their final sealed price submitted to BHEL. The bidder shall confirm in writing to BHEL that their opening bid in both cases shall be same as that quoted in their final sealed price bids submitted to BHEL against this NIT along with Technical bid.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

12. BHEL reserves the right to cancel Reverse Auction (RA) without assigning any reasons and resort to considering the sealed bids submitted by vendor for processing and finalizing the tender.
13. Any variation between the on-line bid value and signed document will be considered as sabotaging the tender process and will invite disqualification of vender to conduct business with BHEL as per prevailing procedure.
14. 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 standard practice.
15. Bids given by the bidders during the reverse auction process will be taken as an offer to execute the work. Bids once made by the bidder, cannot be cancelled/withdrawn and bidders shall be bound to execute the work as mentioned above at the final bid price. BHEL shall take appropriate action as the lowest bidder do not execute the contract as per the rates quoted by him.