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## TENDER SPECIFICATION

TENDER NO. BHEL/ NR /SCT/ LALITPUR/ MATRL.HANDLING/833

**FOR**

“RECEIPT OF MATERIALS, UNLOADING, VERIFYING, SHIFTING, STACKING, PRESERVATION AND HANDING OVER OF COMPONENTS OF BOILER & AUXILIARIES, STEAM TURBINE & AUXILIARIES, TURBO-GENERATOR & AUXILIARIES, CONTROLS AND INSTRUMENTATION EQUIPMENTS, HP & LP PIPING, REFRACTORY & INSULATION, AND PROVIDING SERVICES FOR MATERIALS MANAGEMENT AT 3X660 MW SUPER CRITICAL TPP OF LALITPUR POWER GEN. CO. LTD., LALITPUR ,U.P”

### **PART I – TECHNICAL BID**



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



ISO 9001, ISO 14001 OHSAS  
18001 and SA 8000 certified  
company  
SubContract and Purchase  
Deptt.

**Bharat Heavy Electricals Limited**

(A Govt. Of India Undertaking)

**Power Sector – Northern Region,**

**Plot No. 25 , Sector - 16A ,**

**Distt. Gautam Budh Nagar, NOIDA – 201 301(INDIA)**

**Phone: 0091-0120-2416273 /6540**

**Fax 091-0120-2416528/ 2515467**

**Email: [swapan](mailto:swapan@bhel.com)@bhel.com**

**TENDER NO. BHEL/ NR /SCT/ LALITPUR/ MATRL.HANDLING/833**

**IMPORTANT NOTE**

PURCHASER OF THIS TENDER DOCUMENT IS ADVISED TO CHECK AND ENSURE COMPLETION OF ALL PAGES OF TENDER DOCUMENT AND REPORT ANY DISCREPANCY TIMELY FOR CORRECTIVE ACTION, IF ANY, TO THE ISSUING AUTHORITY BEFORE THE BIDS ARE SUBMITTED. ORIGINAL COPY OF TENDER DOCUMENT COMPLETE IN ALL RESPECTS MUST BE SUBMITTED BACK AS PART OF THE BID WITHOUT WHICH THE SAME IS LIABLE TO BE REJECTED BY BHEL.

THIS TENDER SPECIFICATION ISSUED TO:

M/S-----  
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Rev 00  
6th July  
2010

# NOTICE INVITING TENDER

(Document No. PS: MSX: NIT)

Bharat Heavy Electricals Limited



**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	BHEL/ NR /SCT/ LALITPUR/ MATRL.HANDLING/833	
ii	Broad Scope of job	RECEIPT OF MATERIALS, UNLOADING, VERIFYING, SHIFTING, STACKING, PRESERVATION AND HANDING OVER OF COMPONENTS OF BOILER & AUXILIARIES, STEAM TURBINE & AUXILIARIES, TURBO-GENERATOR & AUXILIARIES, CONTROLS AND INSTRUMENTATION EQUIPMENTS, HP & LP PIPING, REFRACTORY & INSULATION, AND PROVIDING SERVICES FOR MATERIALS MANAGEMENT AT 3X660 MW SUPER CRITICAL TPP OF LALITPUR POWER GEN. CO. LTD., LALITPUR ,U.P	
iii	<b>DETAILS OF TENDER DOCUMENT</b>		
a	Volume-IA	<i>Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc</i>	Applicable
b	Volume-IB	<i>Special Conditions of Contract (SCC)</i>	Applicable
c	Volume-IC	<i>General Conditions of Contract (GCC)</i>	Applicable
d	Volume-ID	<i>Forms and Procedures</i>	
e	Volume-II	<i>Price Schedule (Absolute value).</i>	Applicable
iv	Issue of Tender Documents	<b>1. Sale from BHEL PSNR,NOIDA office at :</b> <b>Start : 20/10/2011, Time: From 0900 to 1200 Hrs</b> <b>Close: 10/11/2011, Time : 1200 Hrs</b> <b>2. From BHEL website (<a href="http://www.bhel.com">www.bhel.com</a>)</b> Tender documents can however be downloaded from website till due date of submission	Applicable
v	DUE DATE & TIME OF OFFER SUBMISSION	<b>Date: 10/11/2011, Time: 1500 Hrs.</b> <b>Place : Noida (UP)</b>	Applicable
vi	OPENING OF TENDER	<b>1/2 hour after the latest due date and time of Offer submission</b> 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/-	Applicable
viii	COST OF TENDER	Rs 2000/-.	Applicable/Not Applicable

ix	<b>LAST DATE FOR SEEKING CLARIFICATION</b>	<i>Date 05/11/2011. Along with soft version also, addressing to undersigned &amp; to others as per contact address given below</i>	<i>Applicable</i>
x	<b>SCHEDULE OF Pre Bid Discussion (PBD)</b>	<b>Date : __/__/____, Time : Place :</b>	<i>Applicable/Not Applicable</i>
xi	<b>INTEGRITY PACT &amp; DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)</b>		<i>Applicable/Not Applicable</i>
xii	<b>Latest updates</b>	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage ( <a href="http://www.bhel.com">www.bhel.com</a> -->Tender Notifications →View Corrigendums) <b>and not in the newspapers</b> . Bidders to keep themselves updated with all such information	

- 2.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly signed & stamped on each page, as part of offer. **Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form in the techno-commercial offer other than the Price Bid, and shall not be entertained.**
- 3.0 Unless specifically stated otherwise, bidder shall remit cost of tender and courier charges if applicable, in the form of Demand Draft drawn in favour of Bharat Heavy Electricals Ltd, payable at Power Sector Regional HQ at Noida issuing the Tender, along with techno-commercial offer. Bidder may also choose to deposit the Tender document cost by cash at the Cash Office as stated above against sl no iv of 1, on any working day; and in such case copy of Cash receipt is to be enclosed with the Techno Commercial offer. Sale of tender Documents shall not take place on National Holidays, holidays declared by Central or State Governments and BHEL PS HQ at Noida, Sundays and second/ last Saturdays
- 4.0 Unless specifically stated otherwise, bidder shall deposit EMD through Demand Draft/Pay Order in favour of Bharat Heavy Electricals Ltd, payable at Noida. For other details and for 'One Time EMD' please refer General Conditions of Contract.
- 5.0 **Procedure for Submission of Tenders:** The Tenderers must submit their Tenders to Officer inviting Tender, as detailed below:
- PART-I consisting of 'PART-I A (Techno Commercial Bid)' & 'PART-I B (EMD/COST of TENDER)' in two separate sealed and superscribed envelopes (ENVELOPE-I & ENVELOPE-II)
  - PART-II (Price Bid) – in sealed and superscribed envelope (ENVELOPE-III)
- 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
	<b>Part-I A</b>	
	<b>ENVELOPE – I superscribed as :</b> PART-I (TECHNO COMMERCIAL BID) TENDER NO : NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION:	

	<b>CONTAINING THE FOLLOWING:-</b>	
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.  <b>Note:</b> 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 annexure, 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.	

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

<b>PART-II</b>	
	<b>PRICE BID</b> consisting of the following shall be enclosed
	<b>ENVELOPE-III</b> superscribed as: PART-II (PRICE BID) TENDER NO : NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION:  <b>CONTAINING THE FOLLOWING</b>
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)

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

**SPECIAL NOTE:** All documents/ annexure 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 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.

8.0 BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).

#### 9.0 **Assessment of Capacity of Bidders:**

**Bidders capacity for executing the job under tender shall be assessed 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

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' =  $(X_1 + X_2 + \dots + X_n)$  divided by n
- b) PS WR's Rating 'Rwr' =  $(X_1 + X_2 + \dots + X_n)$  divided by n
- c) PS SR's Rating 'Rsr' =  $(X_1 + X_2 + \dots + X_n)$  divided by n
- d) PS NR's Rating 'Rnr' =  $(X_1 + X_2 + \dots + X_n)$  divided by n
- e) **Over all Power Sector Region Rating 'R<sub>BHEL</sub>' = (Rer+ Rwr+ Rsr+ Rnr) divided by 4**

(where "X<sub>1</sub>, X<sub>2</sub>, X<sub>3</sub>,...X<sub>n</sub>" 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<sub>BHEL</sub>):**

- a) If R<sub>BHEL</sub> is 80% and above, "B" will be equal to '6'
- b) If R<sub>BHEL</sub> is > 70% < 80%, "B" will be equal to '5'
- c) If R<sub>BHEL</sub> is > 60% < 70%, "B" will be equal to '4'
- d) If R<sub>BHEL</sub> 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 irrespective of rating of Plant
- 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 Auxiliaries) or Synchronisation (for all other jobs including Civil) shall be considered.

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 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.

- 11.0 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 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 (xi) of 1 above.**
- 16.0 The Bidder has to satisfy the Pre Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of 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.
- 17.0 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) or specified otherwise in SCC of tender.
- 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 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.

'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. .

- 24.0 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

For BHARAT HEAVY ELECTRICALS LTD

Sr.DGM/SCT

**Enclosure**

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

**ANNEXURE - 1****PRE QUALIFYING CRITERIA**

JOB			
TENDER NO.			
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	<b>Submission of Integrity Pact duly signed (if applicable)</b>	Not Applicable	
B	<b>Assessment of Capacity of Bidder to execute the work as per sl no. 9 of NIT (if applicable)</b>	Applicable	
C	<p><b>Technical</b></p> <p>Bidder who wish to participate should have executed, during last seven years, as on the date of opening of Technical Bid, works of similar nature covered in this tender in Power plant/industrial unit as per the following:</p> <p>(i) <b>One single work of similar nature valuing each of Rs. 624 lacs or above.</b></p> <p style="text-align: center;"><b>“OR”</b></p> <p>(ii) <b>Two works of similar nature valuing each of Rs. 390 lac or above.</b></p> <p style="text-align: center;"><b>“OR”</b></p> <p>(iii) <b>Three works of similar nature valuing each of Rs. 312 lac or above.</b></p> <p style="text-align: center;"><b>“OR”</b></p> <p>(iv) <b>Should have executed works of similar nature covered in this tender,during last seven years as on the date of opening of Technical Bid,of 490 Mw Unit or of higher rating against BHEL direct order.Such executed work should cover material handling work of entire scope of one unit or above..</b></p>		
D 1	<p><b>Financial</b></p> <p><b><u>TURNOVER</u></b></p> <p><b>Tenderers should have an average annual turnover minimum of Rs 234 Lac (Rs. Two Hundred and Thirty Four Lac only) based on the audited accounts of last three Financial Years (2007-08, 2008-2009, 2009-2010). Bidders shall submit audited annual accounts (balance sheets and profit &amp; loss account) in support of this.</b></p>		
E	<b>Approval of Customer (if applicable)</b>	Not Applicable	

F	Consortium criteria (if applicable)	Not Applicable	
<p><b><u>Explanatory Notes for QR 'C'</u></b></p> <ol style="list-style-type: none"><li>1. For QR C(i), C(ii) &amp; C(iii) above 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.</li><li>2. For QR C(iv) above the word' Executed' means the unit should have been synchronized.</li><li>3. If the Qualifying work is executed in the last seven years period, as specified above, even if it has been started earlier, the same will also be considered meeting the qualifying requirements.</li></ol>			

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

1	Name and Address of the Tenderer		
2	Details about type of the Firm/Company		
3	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 ( <input type="checkbox"/> ) whichever applicable:- ONE TIME EMD / ONLY FOR THIS TENDER	
5	Validity of Offer	TO BE VALID FOR SIX MONTHS FROM DUE DATE	
		APPLICABILITY	BIDDER REPLY
6	Whether the format for compliance with <b>PRE QUALIFICATION CRITERIA</b> (ANNEXURE-I) is understood and filled with proper supporting documents referenced in the specified format	Applicable	YES / NO
7	Audited profit and Loss Account for the last three years	Applicable/Not Applicable	YES/NO
8	Copy of PAN Card	Applicable/Not Applicable	YES/NO
9	Whether all pages of the Tender documents including annexure, appendices etc are read understood and signed	Applicable/Not Applicable	YES/NO
10	Integrity Pact	Applicable/Not Applicable	YES/NO
11	Declaration by Authorized Signatory	Applicable/Not Applicable	YES/NO
12	No Deviation Certificate	Applicable/Not Applicable	YES/NO
13	Declaration confirming knowledge about Site Conditions	Applicable/Not Applicable	YES/NO
14	Declaration for relation in BHEL	Applicable/Not Applicable	YES/NO
15	Non Disclosure Certificate	Applicable/Not Applicable	YES/NO
16	Bank Account Details for E-Payment	Applicable/Not Applicable	YES/NO
17	Capacity Evaluation of Bidder for current Tender	Applicable/Not Applicable	YES/NO
18	Tie Ups/Consortium Agreement are submitted as per format	Applicable/Not Applicable	YES/NO
19	Power of Attorney for Submission of Tender/Signing Contract Agreement	Applicable/Not Applicable	YES/NO
20	Analysis of Unit rates	Applicable/Not Applicable	YES/NO

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

DATE:

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



ISO 9001, ISO 14001  
OHSAS 18001 and SA  
8000 certified  
company  
Sub-Contract and  
Purchase Deptt.

**Bharat Heavy Electricals Limited**  
(A Govt. Of India Undertaking)  
Power Sector – Northern Region,  
Plot No. 25 , Sector - 16A ,  
Distt. Gautam Budh Nagar, NOIDA – 201 301 (INDIA)  
Phone: 0091-0120-2416273 /6540  
Fax 091-0120-2416528  
Email: swapan@bhel.com

#### NOTICE INVITING TENDER

LAST DATE OF SALE: 10/11/2011: 1200 hrs (IST)  
LAST DATE OF SUBMISSION: 10/11/2011: 1500 hrs (IST)

#### NIT NO. / NAME OF WORK

**TENDER NO. BHEL/ NR /SCT/ LALITPUR/ MATRL.HANDLING/833**

Sealed tenders are invited from the contractors fulfilling qualifying requirements as given in tender document for the Work of “ **RECEIPT OF MATERIALS, UNLOADING, VERIFYING, SHIFTING, STACKING, PRESERVATION AND HANDING OVER OF COMPONENTS OF BOILER & AUXILIARIES, STEAM TURBINE & AUXILIARIES, GENERATOR & AUXILIARIES, CONTROLS AND INSTRUMENTATION EQUIPMENTS, HP & LP PIPING, REFRACTORY & INSULATION, AND PROVIDING SERVICES FOR MATERIALS MANAGEMENT AT 3X660 MW SUPER CRITICAL TPP OF LALITPUR POWER GEN. CO. LTD., LALITPUR, U.P.**”

#### NOTES:

1. The complete tender documents can be downloaded from BHEL Web Site, [www.bhel.com](http://www.bhel.com).
2. All corrigenda, addenda, amendments and clarifications to this Tender will be hosted in this web page and not in the newspaper.

Sr. DGM/SCP

FOR OFFICIAL USE ONLY  
NOT FOR PUBLICATION

TENDERER'S COPY  
ORIGINAL COPY

## TECHNICAL CONDITIONS OF CONTRACT

TENDER NO. BHEL/ NR /SCT/ LALITPUR/ MATRL.HANDLING/833

FOR

THE WORK OF RECEIPT OF MATERIALS, UNLOADING, VERIFYING, SHIFTING, STACKING, PRESERVATION AND HANDING OVER OF COMPONENTS OF BOILER & AUXILIARIES, STEAM TURBINE & AUXILIARIES, TURBO-GENERATOR & AUXILIARIES, CONTROLS AND INSTRUMENTATION EQUIPMENTS, HP & LP PIPING, REFRACTORY & INSULATION, AND PROVIDING SERVICES FOR MATERIALS MANAGEMENT AT 3X660 MW SUPER CRITICAL TPP OF LALITPUR POWER GEN. CO. LTD., LALITPUR, U.P.

### PART – I OF TCC



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

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## Chapter - I: Project Information

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Name of the Owner	:	<b>BAJAJ HINDUSTAN LTD.</b>
Address		3X660MW SUPER CRITICAL TPP at Mirchwara and Buraugaon near Utari river, Lalitpur, U.P.
New Installation	:	3 x 660 MW
Nearest Railway station		Lalitpur railway station (37 kms from site) on Jhansi – Bhopal line
Nearest Road		Approach to site from NH which about 23 km from Bansi on NH-26 connects Jhansi and Sagar
Nearest City	:	LALITPUR (15 KM)
Nearest Airport	:	GWALIOR AIRPORT (186 km)
Highest Temperature	:	45.1 C <sup>0</sup>
Lowest Temperature	:	1.9 C <sup>0</sup>
Relative Humidity	:	87% maximum 22% minimum
Seismic Zone	:	III

## Chapter -II: SCOPE OF WORKS

### TECHNICAL CONDITIONS OF CONTRACT

#### 2.0 SCOPE OF WORK

- 2.1 BHEL has been awarded the work of Design, Engineering, Supply, Erection, Testing & Commissioning of 3X660 MW Super critical Thermal Power plant at Lalitpur, U.P.by **Lalitpur Power Generation Company Ltd.(LPGCL)** of M/s Bajaj Hindustan Ltd.
- 2.2 THE SCOPE OF WORK OF THIS TENDER SPECIFICATION OF MATERIAL HANDLING AND MATERIALS MANAGEMENT SERVICES FOR 3X660 MW SUPER CRITICAL LALITPUR TPP, AT DIST – LALITPUR (U P)SHALL BE BROADLY AS UNDER:
- a. UNLOADING OF ALL TYPES OF HEAVY CONSIGNMENTS AND/OR OD CONSIGNMENTS (e.g. Stator, HP, IP,LP Turbine) DIRECTLY FROM TRAILORS/WAGONS BY SUITABLE CRANE OR BY JACK AND SLEEPER METHOD (ALL TO BE ARRANGED BY THE CONTRACTOR), INCLUDING LEVELLING OF THE UNLOADING AREA AND ATTENDANT WORK.
  - b. RECEIPT OF MATERIALS DISPATCHED BY ROAD TRANSPORT ON DOOR DELIVERY BASIS AT THE BHEL STORES AND UNLOADING THEREOF.
  - c. COLLECTION OF MATERIALS DISPATCHED BY ROAD TRANSPORT/ RAIL ON GODOWN DELIVERY BASIS FROM TRANSPORTERS'/RAILWAY GODOWNS, LOADING AT TRANSPORTERS/ RAILWAY GODOWN, LOCAL TRANSPORT UP TO BHEL STORES/ STORAGE YARD AND UNLOADING THEREOF.
  - d. PRELIMINARY VERIFICATION OF MATERIALS AT THE TIME OF UNLOADING FROM ROAD TRANSPORT VEHICLE OR WHILE RECEIVING CONSIGNMENTS FROM RAILWAY/ TRASPORTERS' GODOWN - AS THE CASE MAY BE, REPORTING IMMEDIATELY THE DISCREPANCIES LIKE DAMAGES AND SHORTAGES NOTICED.
  - e. DETAILED VERIFICATION OF MATERIALS WITH REFERENCE TO PACKING LIST AND LOADING ADVICE SLIP AFTER UNPACKING OF BOXES & CRATES; REPACKING, WHERE CALLED FOR, AFTER DETAILED VERIFICATION; PREPARATION OF RECEIPT INSPECTION REPORTS.
  - f. STACKING AND STORING AT BHEL OPEN STORAGE YARD/ COVERED STORES/ CLOSED & SEMICLOSED SHEDS, SUBMISSION OF STACKING/STORING RECORDS.
  - g. PRESERVATION OF THE MATERIALS IN ACCORDANCE WITH BHEL'S PRESERVATION MANUAL AND/OR AS PER BHEL'S INSTRUCTIONS.
  - h. GENERAL CLEANING, GRASS CUTTING AND UPKEEP OF STORAGE YARD, COVERED AND SEMICLOSED STORES SHEDS WITHIN THE QUOTED RATES FOR UNLOADING, VERIFICATION AND STACKING.
  - i. PROVIDING MATERIALS MANAGEMENT SERVICES AS SPECIFIED IN CLAUSE NO.2.38

- j. REHANDLING AND RESTACKING OF MATERIALS AS AND WHEN CALLED FOR BY BHEL. THIS ALSO INCLUDES EXCESS/REDUNDANT/ SCRAP MATERIALS RETURNED TO STORES BY BHEL'S CONSTRUCTION & ERECTION CONTRACTORS.
- k. HANDLING AND LOADING OF OUTGOING MATERIALS THOSE ARE TO BE SENT TO OTHER DESTINATIONS.

**SCOPE OF WORK IS FURTHER DETAILED IN VARIOUS CLAUSES HEREAFTER.**

**2.3 MAJOR PACKAGES TO BE HANDLED ARE AS UNDER:**

1. BOILER, FANS, MILLS, FEEDERS, DUCTS & DAMPERS, ESP ALONG WITH THEIR AUXILIARIES AND TRIM PIPING.
2. TURBINE, TURBO-GENERATOR, CONDENSER,VARIOUS PUMPS WITH DRIVE MOTORS AND THEIR AUXILIARIES INCLUDING HEATERS, HEAT EXCHANGERS AND DE-AERATOR.
3. STRUCTURAL STEEL
4. BOILER & AUX CONTROLS & INSTRUMENTATION AND ACCESSORIES AND CABLES, TRAYS
5. STG & AUX CONTROLS AND INSTRUMENTATION AND ACCESSORIES
6. STATION C&I PACKAGE WITH ASSOCIATED ELECTRICALS AND CABLES.
7. POWER CYCLE AND TG CYCLE PIPING, TANKS, VESSELS ETC.
8. THERMAL INSULATION PACKAGE
9. OTHER BHEL SUPPLIED (MANUFACTURED/BOUGHT OUT ITEMS) PACKAGES
10. CONSTRUCTION EQUIPMENTS OF BHEL INCLUDING HIGH CAPACITY CRANES SENT IN DISMANTLED CONDITION AND OTHER ITEMS RECEIVED FROM OTHER SITES/LOCATIONS.

- 2.4      Approx. weight to be handled **as indicated in Annexure-I** is of the order of **1,96, 152 MT**. Most of these material required for erection shall be arrive at site well in time for which the contractor shall be required to carry out proper handling, verification, storage and issue as per the scope mentioned in this NIT.

However depending on site requirements, some of delayed items may need to be delivered directly at site, which may got be done by BHEL through its respective erection agency. In such cases where material is received, unloaded and verified by erection agency, the contractor (Material Handling Contractor) will not be eligible for any payment for such works. Besides above, BHEL entirely at its discretion (including cases where the contractor is not able to mobilize adequately), may arrange unloading / handling of items like Generator, LP Rotors, Feed storage tank, boiler panels, headers, wind box etc and any other materials through its other contractors. The contractor (Material Handling Contractor) in such cases will not be eligible for any payment.

**Annexure-I attached with this TCC gives** the general idea about the weights and dimensions of some major components / equipments to be handled by the

contractor. The weights and dimensions shown are approximate and are liable to vary. No increase in quoted / accepted rates /prices shall be allowed due to change in weights and dimensions of the equipment / materials

**Quantities mentioned in the rate schedules are approximate only and liable for variation due to change of scope of work / variation in schedule of quantities, changes in design etc. The contractor has to handle whatever actual materials are dispatched for the project irrespective of any variations and payments shall be released for the actual gross tonnage handled. The quantities indicated against each item may vary to any extent and no compensation will be payable in variation of Individual quantity.**

Tenderers are required to take above into account while quoting the unit rates quoted as per Rate Schedule so as to take care of such variation during execution stage.

2.5 The contractor is to use his own equipment like suitable cranes / trucks / tractor trailers and other material handling equipment including all necessary small / major T&Ps required for the above work for 3 x 660 MW LPGCL at Lalitpur, Uttar Pradesh.

**2.6 The contractor under this contract shall also provide free of cost services of following manpower exclusively for use by BHEL;**

- Qualified computer operators / Stenographer (minimum 'O' level qualified) capable of operating the material management software package / other packages available at site or for office work for total 135 man months,
- Skilled workers for working in store, colony and in maintenance of office for a total 270 man months and
- Unskilled workers for working in store, colony & office for a total 360 man months.

Persons so deployed shall have to work in extended hours whenever required. Workmen provided as per the above provisions shall be fully trained and experienced in the nature of work for which they are deployed.

**In case contractor fails to provide above-mentioned engineers as desired by BHEL, the latter shall have the right to hire such services from other agencies at the risk and cost of the contractor. In case these services are not utilized for any reason whatsoever, fully or partly, recovery at the rate of the prevailing minimum wages at LALITPUR for the categories given plus 10% will be made from the final bill of the contractor**

2.7 It will be responsibility of the contractor to keep in touch with M/s LPGCL and BHEL at site to find out the arrival of consignments, and release of truck/trailers after unloading.

2.8 Unloading of heavy or OD consignments (i.e. Stator, HP,IP,LP turbine) directly from trailers by suitable crane or by jack and sleeper method (all to be arranged by the contractor), 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 sleeper/jack method of unloading shall be arranged by the contractor.

- 2.9 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**
- 2.10 BHEL will provide free of cost all necessary preservatives, paints, thinners, rust preventives, grease, lubricants and end caps to contractor for preservation of components. All tools & tackles and other consumables required for preservation of components including supervision shall however be provided by contractor at his own cost. Preservation of components includes applying preservatives, paints, rust preventives, greasing of threaded portions, fixing of end caps in position for pressure parts, repainting of work order / DU numbers, component codes etc. After preservation wherever necessary, components will be stacked properly as per original stacking for which no additional payment shall be made.
- 2.11 After the stacking/verification, the materials may need to be restacked / shifted within the storage area as per the instructions of the Engineer. The material after verification need to be shifted and restacked to different location with the help of trailer, crane as per the instruction of BHEL Engineer. **There shall not be any separate payment to the contractor for restacking/re-shifting of the materials.**
- 2.12 It shall be the responsibility of the contractor to keep in touch with Engineer at site and find out arrival of road consignments. The Contractor shall collect all the parcel way bills / lorry waybills from BHEL site office either personally or through an authorized representative. The contractor or his authorized representative shall, for the purpose, visit the said office every day and collect available GR, RR, LWB, and PWB etc. While collecting the GR, RR, LWB, PWB, contractor or his authorized representative will sign the register maintained for the purpose indicating date and time of collection. The contractor shall keep in touch with carriers and arrange to effect delivery of consignments immediately on their receipts. Delay may cause deterioration of goods apart from attracting demurrage charges. Contractor shall also maintain a register indicating date of RR, LWB, PWB, date of collection of the materials from road transport agencies / lorries and date of stacking them at storage yard of BHEL.
- 2.13 It is possible that in certain cases, dispatch documents may not be received in time but BHEL may receive Photostat copies of the same. It is, therefore, the responsibility of the contractor to collect these Photostat copies while obtaining indemnity bond from BHEL authorities at site.
- 2.14 Payment of all demurrage / wharfages that are due to contractor's fault, would be the responsibility of contractor and to his account. If BHEL has to make payment of demurrage / wharfages along with freight, the amount so paid as demurrage / wharfages, for the reasons stated above, shall be paid by the contractor forthwith or would be recovered from bills of the contractor

- 2.15 In any case contractor will pursue with concerned Carrier authorities at all level (local/HQ etc.) for waiver / reduction to the minimum of such demurrage charges. Whenever such demurrages become payables due to reasons not attributable to contractor, contractor will immediately bring it to the notice of BHEL with specific request to bear such charges. The decision of the Engineer in such case will be final and binding on the contractor.
- 2.16 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 accounts is recoverable from the contractor.
- In case of apparent damages / shortages in consignments /packing noticed by the contractor, such cases shall be brought to the notice of BHEL and cleared only with their consent/approval.
- 2.17 It would be the responsibility of the contractor to examine the packages, consignments, etc. on arrival and bring to the notice of carriers and BHEL Authorities regarding loss / damages, if any, observed in the consignments proposed to be taken delivery. Before taking delivery, particularly of consignments in 'smalls', the weight of the package shall be checked with the invoiced weight / contents of the packages and any discrepancy shall be reported immediately to BHEL/ carriers. In all the cases of loss / damages the contractor will take open delivery from the carriers. They shall forward such Open Delivery Certificates (ODC) to the Engineer within 7 days of retiring such consignments. All expenses connected therewith shall be to the account of contractor. BHEL reserves right to claim losses, if any, accrued to BHEL in the event of contractor's non-compliance to above.
- 2.18 BHEL reserves the right to recover from the contractor any loss which arises out of undue delay / discrepancy / shortage / damage or any other cause during transit and stacking (between the Road / carriers godowns / weigh bridges and BHEL storage yards / store sheds / project site), when the custody of the equipment is with the contractor.
- 2.19 Unloading from trailer at storage area / work site stacking and re-stacking of heavy sophisticated equipment like water wall panels, heavy motors, heavy bearings, generators, rotors, C&I panels, turbine components, pumps, panels etc. shall be done in the presence of or as per the directions of BHEL representative.
- Certain items may be dispatched with tie rods/ strips welded with frame carrying items and with trailer. These tie rods / strips are required to cut by using Gas flame or by other method as directed by Engineer for unloading of materials.
- 2.20 Since, the trucks / trailers are expected to arrive during any time of the day / night, the contractor shall have his workmen round the clock at site as well as other places as required to unload the materials.

Consignments coming on Sundays and Holidays are also required to be handled by the contractor promptly. It will be the responsibility of the contractor to contact the site Engineer / his authorized representative of BHEL at their residence, if required, and obtain instructions to make suitable arrangements. The detention charges, if any, in the event of delay in unloading from the carrier, will be to contractor's account.

- 2.21 It shall be the responsibility of the contractor, to provide all necessary facilities and tools to open the packages, in the presence of the Engineer, verifying their contents, re-packing wherever and whenever necessary, properly stacking them as may be directed by the Engineer. These works should be so done so as to facilitate proper handling, periodical verification of materials, receipt position, stock taking etc.  
The contractor shall have experienced persons at site who can maintain the records of dispatch / receipt/ stacking / verification / shortage / damage / missing items etc.
- 2.22 **All materials shall be stored at least 6” above ground level by use of concrete sleepers. No material shall be left to remain on ground at any time.** Materials shall not be stacked in low-lying areas, where they are likely to get flooded during rains. Concrete sleepers/ blocks and tarpaulins for this purpose wherever deemed necessary will be arranged by BHEL free of cost as decided by BHEL ENGINEER. However these items shall be stacked / stored properly at a location(s) specified by BHEL when not in use. The contractor is expected to use these most judiciously. In case it is observed that the contractor is not utilizing these optimally, he could be asked to re-stack the same at his cost.
- 2.23 It is possible that certain heavy items / consignments will require fabrication of a suitable shed over it. These sheds will be covered with suitable sheets or tarpaulin. The contractor will be required to fabricate such sheds. All materials required for this will be provided by BHEL. However all expenses towards manpower, T&P, consumables etc will be borne by the contractor. After the completion of the work the contractor will dismantle the same and return these materials back to the stores. The contractor will be paid @ Rs. 9500/- per MT for such works.
- NO ADDITIONAL PAYMENT SHALL BE MADE IN CASE THE STRUCTURE IS FABRICATED OF SCAFFOLDING PIPES, CLAMPS & GI SHEETS. IN SUCH CASES THE MATERIAL SHALL BE ISSUED BY BHEL FREE OF CHARGE TO THE CONTRACTOR. HE SHALL ENSURE THAT THE SAME ARE RETURNED TO THE STORE AFTER THE EQUIPMENT HAS BEEN ISSUED.**
- 2.24 The material / equipment requiring indoor storage will be handled and stacked inside the storage shed (provided by BHEL) by the contractor using own material handling equipments.
- 2.25 **For checking / verification of the components / packages with packing slips GR/ LWB etc., sufficient experienced persons and other facilities**

shall be provided by the contractor as and when required by the Engineer.

- 2.26 Stacking of the material shall be done as per the instructions and to the satisfaction of the Engineer. The materials shall be so stacked that the same should facilitate easy handling. In the event of any improper stacking BHEL may ask the contractor to re-stock the material properly or failing which BHEL may get the job done by any other agency at the risk and cost of the Contractor.
- 2.27 The contractor shall execute the work in the most substantial and workman like manner. The stores shall be handled with care and diligence. Any loss to BHEL due to contractor's lapse / negligence shall have to be made good by the contractor.
- 2.28 In case contractor is not able to unload, transport, stack the material at a pre-determined area, as per direction of the Engineer for any reason whatsoever (including non-availability of crane, tractor trailer and other T&P etc.), BHEL shall be at liberty to get the work done by engaging other agency / equipment / T&P etc. at the risk and cost of the contractor.
- 2.29 If the contractor or his workmen shall break, deface injure or destroy any part of a building, road, Serbs, fenced enclosures, water pipes, cables, drains, electric or telephone posts or wires, trees, stored components or any other property or to any part of erected equipment etc., the contractor shall make the same good at his cost or in default the Engineer may cause the same to be made good by other workmen/agency or by other means and deduct the expense (of which the BHEL Engineer's decision is final) from any sum that may be then or at any time thereafter become due to the contractor or from his security deposit or any other money due
- 2.30 **It shall be the responsibility of the contractor to keep the storage areas (closed / semi-closed / open) in neat and tidy conditions. Any vegetation like grass, bushes, Sarkandas etc. shall be cut periodically in open storage area & removed as per requirement & instructions of BHEL Engineer within the contractual value.** All surplus / unusable packing materials shall be removed and deposited at location(s) specified by BHEL within the project premises (including weighing of the same within the project premises if required).
- 2.31 Normally the consignments from BHEL's manufacturing units / their sub-suppliers are sent on freight paid basis. In case any consignment is received at any place on freight to pay basis, it will be the responsibility of the contractor to pay the freight and take delivery of such consignments. The amount of freight paid by the contractor at any point of time in such cases will be limited to Rs. 5,000/-. However, the freight paid by the Contractor will be reimbursed by BHEL within a week's time on production of relevant receipts. In case of freight amounts exceeds Rs. 5,000/- contractor may request BHEL well in time to issue cheque /draft for such amounts in favor of carriers towards freight charges.

Delay in issuance of cheque/ drafts as above shall not in any case be taken as a cause of delay in taking delivery of consignment resulting in demurrage leviable by carriers. Receipt of payment and proof of taking delivery of consignment shall be submitted to BHEL by the contractor.

- 2.32 Normally the consignments are expected to be received inside the Project area. But in case any consignment is booked to any other place in and around LALITPUR/JHANSI, it will be the responsibility of the contractor, if necessary and desired by BHEL, takes delivery as desired by BHEL Engineer. The reimbursement of freight paid, as envisaged in clause 2.31 will be made to the contractor.
- 2.33 In case some materials are required to be dispatched from **LALITPUR** to manufacturing units, other sites or any other place, the contractor may be asked by the Engineer to get the same packed, transport it to nearest Railway Station / Carrier's godowns and get the same booked. **There shall not be any separate payment to the contractor for Handling and loading of outgoing materials.**
- In case of material is required to be booked as freight paid, the freight for the consignment limited to **Rs.5,000/-** shall be paid by the contractor. However, it shall be reimbursed by BHEL on submission of receipt within a week's time. The funds for freight charges exceeding Rs. 5,000/- shall be arranged by BHEL. Packing material required shall be provided by BHEL free of cost.
- 2.34 In case some of consignments are to be dispatched on full truck /trailer load basis, where the carriers will place their fleet inside the plant for loading, the contractor may be asked to collect them from different locations of store sheds/yard and load by using his crane and labour.
- 2.35 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.
- 2.36 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.
- 2.37 For any exigencies during execution of the contract, the contractor shall have to depute his personnel for collection/delivery of any material meant for site from/to out station if desired and instructed by the Engineer. The contractor will however be reimbursed expenses incurred for such work for person deputed, as below:-

- Second class train fare with reservation / supplementary charges/bus fare subject to furnishing details regarding ticket numbers, journey details, amount of fare etc.
- Local conveyance charges (Actual bus / cycle rickshaw/ auto rickshaw fare for local journeys at out station) as permitted by the Engineer.
- Daily allowances @ Rs.200/- per day and @ Rs.500/- per day for lodging.
- Postal / telegraphic / telephones charges, if any, subject to production of proof of having incurred such expenditure.
- Freight and other charges, if any, paid on production of actual receipts.
- Payment for the above will be made by BHEL within a month from the date of submission of bill along with details / desired documents by the contractor subject to completion of work assigned to contractor personnel and to the entire satisfaction of the Engineer

2.38 Contractor shall prepare, maintain and update various MM records, associated with materials management operation of BHEL at project site. Two systems of record keeping/capturing information & data at various stages are in vogue viz.

- I. Manual ledgers & records.
- II. Computerized database application:

BHEL has developed a software application named site operations management system (SOMS) that Captures all the data in the entire chain of transactions starting with Master list of project materials, records of dispatch, receipt, Inspection, issue, return, consumption etc.

Some of these records are master shipping/packing list, LR/RR register, Daybook register, stock register, records of issues to & return of materials in respect of various erection subcontractors, insurance claim records, periodical status reports in various formats covering desired aspects and output information as per BHEL/Client's requirement.

Contractor will provide necessary hardware, software & stationary etc. and shall take utmost care to ensure that these properties and records are protected from any Damage or loss. BHEL will recover the cost of such property / expenses of restoration from the contractor with 30% overhead charges in case of any loss/damage attributable to negligence/failure on contractor's part.

Contractor shall engage skilled & qualified personnel for material management in the area of material receipt & its unloading, verification of materials, preservation of materials, record keeping of materials & for dealing with insurance claims. For some of the above important area of works minimum deployment of workers shall be as follows:

SL NO	ACTIVITY/DESCRIPTION	MINIMUM NO. OF PERSONS	REMARKS
1	MATERIAL RECEIPT/UNLOADING,	2	TO BE DEPLOYED FROM START OF CONTRACT PERIOD

## COLLECTION/ BOOKINGS

2	DETAILED VERIFICATION	1	TO BE DEPLOYED FROM START OF CONTRACT PERIOD
3	MATERIAL ISSUE (BOILER)	2	1ST NO FROM START OF CONTRACT PERIOD AND 2ND FROM 5 MONTH ONWARDS
4	MATERIAL ISSUE (TG, T&P, C&I)	2	FROM THE START OF TG ERECTION
5	PRESERVATION	1 + 3	GANG OF 3 LABOURS LEAD BY 1 QUALIFIED PERSON FROM 5 TH MONTH ONWARDS of CONTRACT PERIOD
6	RECORD KEEPING (BOILER STOCK)	2	FROM START OF CONTRACT PERIOD
7	RECORD KEEPING (TG,C&I)	1	FROM THE START OF TG ERECTION
8	RECORD KEEPING (T&P STOCK, MRC, STRUCTURAL STEEL, ASSISTANCE IN INSURANCE CLAIMS, PURCHASE ETC)	1	4TH MONTH FROM START OF CONTRACT PERIOD

**NOTE: THE NO. OF PERSONS INDICATED ABOVE IS TENTATIVE AND ACTUAL DEPLOYMENT MAY VARY BASED ON WORK LOAD AND SITE REQUIREMENT, NOR THE DEPLOYMENT ABSOLVES THE CONTRACTOR FROM HIS RESPONSIBILITY TOWARDS THE SATISFACTORY EXECUTION OF THE JOB.**

2.39 Contractor shall make necessary arrangements to ensure following :

2.39.1 Contractor has to maintain contact with local hospital having ambulance facility, scanning & other ultra modern medical facilities required during emergency

2.39.2 Contractor has to ensure pre employment medical check for all staff & workers.

2.39.3 Contractor has to ensure that adequate First Aid facilities with trained nurse are available at work site for emergency purpose. This emergency set-up should include, but not limited to, following

- Male nurse (in shifts)
- Oxygen set up
- Breathing apparatus
- Eye wash facility
- Stretcher

- Trauma blanket
- Medicines.

In addition to above, BHEL (through its other contractor) has arranged ambulance at work site for emergency purpose, which can be utilized by the contractor in case of emergency. The charges for the same will be decided mutually at site. In case, under unavoidable circumstances, if the ambulance is not available / being used elsewhere , the contractor will have to arrange for the same as under clause 2.38.1.

**2.40 The contractor shall comply with following towards Social Accountability;**

- a) The contractor shall not employ any employee less than 15 years of age in pursuant to ILO convention. If any child labour were found to have been engaged, the Contractor shall be levied with expenses of bearing his education expenditure which will include stipend to substantiate appropriate education or employ any other member of family enabling to bear the child education expenditure.
- b) The contractor shall not engage Forced/ Bonded Labour and shall abide by abolition of Bonded Labour System (Abolition) Act, 1976.
- c) The contractor shall maintain Health & safety requirement as stipulated in the Contract and Contract Labour (Regulation & Abolition) Act, 1970.
- d) The Contractor shall abide by UN convention w.r.t. Human Rights and shall be liable for Discrimination/ Corporal punishment for failure in meeting with relevant requirements.
- e) The Contractor shall abide the requirement of Contract Labour (Regulation & Abolition) Act, 1970 for working hours.
- f) The Contractor shall abide by the Statutory requirement of Minimum Wages Act 1948, payment of Wages Act 1936.
- g) The Contractor shall arrange potable drinking water to its employees & workers.

**2.41 In order to meet the environmental concerns it is expected that the contractor shall plant, protect and maintain at least 500 trees or equivalent in the vicinity of the project as per the available space and as per the advice of Engineers.**

2.42 Contractor shall ensure daily housekeeping and keep proper cleanliness of work place and do the disposal of wastes to certified area.

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

### 3.0 FACILITIES IN THE SCOPE OF BHEL/CONTRACTOR

S.No.	Description	Scope /to be taken care by		Remarks
		BHEL	Contractor	
<b>1.1.0</b>	<b>ESTABLISHMENT</b>			
<b>1.1.1</b>	<b>FOR CONSTRUCTION PURPOSE</b>			
<b>A.</b>	Open space for office	<b>YES</b>		Limited space ( free of charge) As and where made available by customer M/s LPGCL
<b>B.</b>	Open space for storage	<b>YES</b>		Limited space(free of charge) As and where made available by customer M/s LPGCL
<b>1.1.2</b>	<b>FOR LABOUR COLONY</b>			
<b>A</b>	Open space		<b>YES</b>	Contractor have to make their own arrangement
<b>1.2.0</b>	<b>ELECTRICITY</b>			
<b>1.2.1.</b>	Electricity for construction purposes (chargeable/free)			
<b>1.2.1.1</b>	Single point source	<b>YES</b>		CHARGEABLE BASIS
<b>1.2.1.2</b>	Further distribution for the work to be done		<b>YES</b>	

	which include supply of materials & execution			
<b>1.2.2</b>	Electricity for the office, stores, canteen etc of the bidder which include:			
<b>1.2.2.1</b>	Distribution from single point including supply of materials & service		<b>YES</b>	
<b>1.2.2.2</b>	Supply, Installation & connection of material of energy meter including operation & maintenance		<b>YES</b>	
<b>1.2.2.3</b>	Duties & deposits including statutory clearances for above		<b>YES</b>	
<b>1.2.2.4</b>	Demobilization of the facilities after completion of works		<b>YES</b>	
<b>1.2.2.5</b>	Electricity for living accommodation of the bidder's Staff, engineers, supervisors etc. on the above lines		<b>YES</b>	<b>Chargeable</b> As per prevailing rates Contractor shall install calibrated energy meter for metering electricity consumption.
<b>1.3.0</b>	<b>WATER SUPPLY</b>			
<b>1.3.1</b>	<b>FOR CONSTRUCTION</b>			
<b>1.3.1.1</b>	Making the water available at single point		<b>YES</b>	Contractor have to make bore wells it self. wherever approved by M/s LPGCL
<b>1.3.1.2</b>	Further distribution as per the requirement of work including supply of materials & execution		<b>YES</b>	
	<b>FOR LABOUR COLONY</b>			
	Making the water available at single point		<b>YES</b>	Contractor have to arrange on his own.

	Further distribution as per the requirement of work including supply of materials & execution		YES	
<b>1.4.0</b>	<b>LIGHTING</b>			
<b>1.4.1</b>	For Material Handling work (supply of all materials) 1. At office storage area 2. At Yard or any other places where material is unloaded/stored		<b>YES</b>	
<b>1.4.2</b>	For material handling work (execution of lighting work/arrangements) 1. At office storage area 2. At Yard or any other places where material is unloaded/stored		<b>YES</b>	
	Providing the necessary consumables like bulbs , tubelights Switches, etc. for maintaining the lighting system		<b>YES</b>	
<b>1.5.0</b>	<b>Communications facilities for site operations of the bidder</b>			
	Telephone, fax , internet ,intranet, email etc.		<b>YES</b>	

- 3.1** BHEL will not be responsible for any loss or damage to the contractor's equipment as a result of variation in voltage or frequency or interruptions in power supply.
- 3.2** The Contractor shall be responsible for providing all necessary facilities like residential accommodation, transport, electricity, water, medical facilities etc. at his own cost as required under various labour laws and statutory rules and regulations framed there under to the personnel employed by him.
- 3.3** Provision of distribution lines of both electrical power and water from the central points to the required place with proper distribution boards observing the safety rules laid down by the electrical authorities of the state shall be done by the contractor, supplying all the materials like cables, distribution board, switch boards, TPN, CBS, ELCBS/ MCCBS/ Copper / Brass clamps, copper conductor, change over switches pipes etc. at his own cost. If any failure is caused in supply of the power and water, it is the responsibility of the contractor to make

alternate arrangements at his cost. The contractor shall adjust his working shifts / hours accordingly and deploy additional manpower if necessary so as to achieve the targets. **The energy meter to be installed by the contractor & shall be tested and certified by State Electricity Board or any other agency approved by the LPGCL at his cost.**

- 3.4** The contractor while drawing construction power supply from Distribution Board should strictly adhere to following points.
- a) All electrical installations should be as per Indian Electricity rules.
  - b) All distribution Boards installed by the contractor should be constructed with fireproof materials viz. Steel frames, Bakelite sheets etc.
  - c) Connection for single phase should be taken from phase and neutral. Nowhere the connection should be taken with earth as neutral.
  - d) All electrical connections should be made through connectors, nuts and bolts, switches, plug and sockets. Loose connections or hooking up of wires shall not be permitted.
  - e) Contractor have to make their own earthing arrangement for their equipment / DB earthing.
  - f) All electrical equipment / tools and plants should be properly earthed. DBs to be earthed diagonally opposite at two points.
  - g) Contractor should use "MCCB" and "ELCB" either on incoming or outgoing connections to the DBs.
  - h) Contractor should ensure that all the CBs / TPNs/ Fuses/ MCCB / ELCB cables etc. should be of adequate rating/ capacity.
  - i) For permission of supply connections contractor has to submit a test report of their installations with a single line diagram of connected/ proposed loads.
- 3.5** ELCB will be tested once in a week or as directed by BHEL by actually simulating the earth leakage for all installations and the same shall be recorded in the logbook to be maintained by the contractor.
- 3.6** In case of power cuts / load shedding no compensation for idle labour or extension of time for completion of work will be given to contractor.
- 3.7** On completion of work or as and when required by BHEL, all the temporary buildings, structures, pipe lines, cables etc. shall be dismantled and levelled and debris shall be removed, as per instructions of BHEL, by the contractor at his cost. In the event of his failure to do so, the Engineer will get it done and expanses incurred shall be recovered from the contractor along with prevailing overheads. The decision of BHEL Engineer in this regard shall be final.
- 3.8 Contractor should install PCs ALONG WITH MODEM to connect with our server (LAN) AT SITE.**

## Chapter - IV: T&Ps to be deployed by Contractor

### 4.0 T&P DEPLOYED BY CONTRACTOR

S.No.	EQUIPMENT	Qty. in Nos.	Deployment Period		
			From	To	Total Period
1.	100 T Crane	01	2 <sup>nd</sup> month from Start of contract period*	37 months	35 months
2.	40 T Crane	01	From start of contract period*	40 months	40 months
3.	18/20 T Crane	01	From start of contract period*	45 months	45 months
4.	18/20 T Crane	01	5 <sup>th</sup> month from Start of contract period*	45 months	40 months
5.	12/14 T crane	01	From Start of contract period*	45 months	45 months
6.	12/14 T crane	01	5 <sup>th</sup> month from Start of contract period*	45 months	40 months
7.	20 T Trailer	01	Start of contract	40 months	40 months

			period*		
8.	60 T Trailer	APR**			
9.	10/20/50/100 Hydraulic Jacks	APR**			
10.	Wooden Sleepers	8000  Nos			

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

\*\* APR- As per requirement (Contractor shall have to deploy the T&P whenever required at site as decided by BHEL ENGINEER)

4.1 The above list specifies only major T&Ps (may not be complete) to be deployed by the contractor and is based on minimum requirement. All additional / other tools and plants including suitable capacity D shackles, slings, rails, sleepers, hydraulic / mechanical jacks etc which are required for satisfactory & timely completion of work shall also be deployed by the contractor within finally accepted rate / price.

4.2 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.

4.3 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 4.4 below**, the charges as mentioned in clause 4.5 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).

4.4 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.

4.5 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 Cl. No. 7.5 S. No.2**

4.6 In addition to the deduction mentioned in clause 4.4 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.

4.7 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.

4.8 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.

4.9 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 4.10 below.

4.10 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 which are calculated **as per the Cl. No. 7.5 S. No.2**

## Chapter - V: T&P DEPLOYED BY BHEL ON SHARING BASIS

### 5.0 T&P MMD DEPLOYED BY BHEL ON SHARING BASIS

<b>LIST OF T&amp;P BEING PROVIDED BY BHEL ON FREE OF HIRE CHARGES AND ON SHARING BASIS</b>			
<b>Sl. No.</b>	<b>Equipment</b>	<b>Capacity</b>	<b>Qty.</b>
1	<b>EOT Crane</b>	120/20 MT	2 No.
2	<b>CRAWLER CRANE</b>	135/250/600 MT	1 No

#### NOTES:

1. Cl.4.2.2.16 c.) of SCC shall read as day-to-day upkeep and running maintenance like filling topping up of lubricants, changing filters, etc including repair of self starter, batteries and dynamo of these cranes shall be the responsibility of the contractor. If on checking it is found that the same is not followed, BHEL will exercise its right to get the job/works done at the risk and cost of contractor. BHEL may also provided cranes through crane hiring agencies in which case the day-to-day upkeep and running maintenance shall be excluded from scope of contractor.
2. **Cl.4.2.2.16 d.) of SCC The operator for BHEL's cranes 100 MT & above capacity being provided by BHEL free of cost. Further, Helpers and fuel for operation of all BHEL cranes , shall be provided by contractor within the final accepted rates.**
3. The Cranes at Sl No 2 will be provided as per requirement & availability for special package handling only at the sole discretion of the BHEL Engineer
4. The contractor shall make necessary arrangement like lying of special sleepers beds, assembly & dismantling of heavy lift attachment, boom, jib etc. for movement and operation of crane.
5. Other T&P mention above contractor shall transport from BHEL stores, install , operate, carry out maintenance, dismantle after use and return to BHEL stores.

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## Chapter - VI: TIME SCHEDULE

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### 6.0 TIME SCHEDULE

- 6.1 The contractor is required to commence the work within 15 days from the date of issue of letter of intent (LOI) unless BHEL decides to fix any other later date. However, BHEL Engineer will certify the actual date of start of work after adequate mobilization of manpower, material handling equipment and other T&P by the contractor.
- 6.2 Major materials as covered within the scope of this tender are likely to be received in stages up to 45 months from the actual date of start of work. **The Contract period shall be considered as 45 (Forty Five) months** from the actual date of start of work
- 6.3 The scope of work under this contract is deemed to be completed, when so certified by the Engineer.

## Chapter - VII: TERMS OF PAYMENT

### 7.0 TERMS OF PAYMENT

- 7.1 The 'Engineer' will certify regarding the actual work executed in the measurement books and bills, which shall be accepted by the contractor in measurement book.
- 7.2 Contractor shall submit bills for the work completed under the specification, once in a month detailing work done during the month. The format for billing shall be approved by BHEL before raising invoices and payment shall be released within 30 days of receipt of Bill complete in all respect.
- 7.3 Shortage / damage reports on BHEL's standard materials management forms. No payment shall be released till the contractor submits these reports and are verified by the Engineer.
- 7.4 Subject to any deduction which BHEL may be authorized to make under the contract, the contractor on the certificate of the Engineer at site be entitled for payment as explained hereunder

### 7.5 PAYMENT FOR T&P DEPLOYMENT

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 all the cranes were available in working condition in line with clause no 4.0 of Chapter-IV.
  - (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 annexure-II of Price bid and value which comes for 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 below

#### 2. Monthly pro- rata payment for cranes/trailer

S.no	Crane / Trailer	The percentage of charges per month per item to be considered for the purpose of payment for the cranes and trailers deployed during the original & extended period of contract, if any.
01	100T Crane	0.78 % of Lumpsum charges mentioned in the Letter Of Intent.
02	40T Crane	0.39 % of Lumpsum charges mentioned in the Letter Of Intent.
03	18/20 T Crane-I	0.157 % of Lumpsum charges mentioned in the Letter Of Intent.
04	18/20 T Crane-II	0.157 % of Lumpsum charges mentioned in the Letter Of Intent.
05	12/14 T Crane-I	0.057% of Lumpsum charges mentioned in the Letter Of Intent.
06	12/14 T crane-II	0.057% of Lumpsum charges mentioned in the Letter Of Intent.
07	20T trailer	0.065% of Lumpsum charges mentioned in the Letter Of Intent.

**7.6 35% of Lumpsum rate will be paid per ton basis as below:**

$$\text{Rate per MT of materials} = \frac{35\% \text{ of the LUMPSUMP PRICE}}{\text{Total tonnage (1, 96,152 MT for this tender)}}$$

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

**UNLOADING FROM TRUCKS/TRAILERS**

SL NO	Description of Activity	% of Payment
1.	UNLOADING, SHIFTING TO OPEN/ COVERED STORES	5%
2.	UPDATION OF RECEIPT DETAILS, IN STORE MATERIAL REGISTERS/BHEL MM PACKAGE SYSTEM	20%
3.	STACKING AND VERIFICATION	30%
4.	UPDATION OF VERIFICATION DETAILS IN MATERIAL STOCK REGISTERS, SUBMISSION OF REPORTS AS PER SPECIFIED FORMATS FOR SHORTAGE/OPEN DELIVERY, LODGING OF POLICE REPORTS IF REQUIRED, DOCUMENTS FOR INSURANCE CLAIMS ETC, AND PREPARATION OF MATERIAL RECEIPT CERTIFICATES IN PRESCRIBED FORMATS WHERE EVER APPLICABLE	20%
5.	IDENTIFICATION OF MATERIAL IN READY TO LIFT POSITION FOR ISSUE TO BHEL/ERECTION AGENCY, AND UPDATION OF ISSUE DETAILS IN STORES RECORDS	22%
6.	COMPLETION OF CONTRACTUAL OBLIGATIONS	3%
	<b>Total</b>	<b>100%</b>

**7.7 % from every RA Bill to be paid only after satisfactory completion otherwise Forfeited:**

SL NO	Description of Activity	% of Payment
1.	REMOVAL OF GRASS/WEEDS AND OTHER PLANT GROWTH IN THE STORE AREA	1%
2.	Safety+Illumination	1%
3.	Preservation planned for month	1%

**Note:** 5% value of each Running bill shall be retained in line with clause No. 2.22 of GCC

## Chapter - VIII: TAXES, DUTIES, LEVIES

### 8.0 TAXES, DUTIES, LEVIES

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 Service Tax & Cess on Service Tax

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

Contractor shall obtain prior written consent of BHEL before billing the amount towards such taxes. The Service Tax Rules permit more than one option or methodology for discharging the liability of tax/levy/duty and BHEL will have the right to adopt the appropriate one considering the amount of tax liability on BHEL/Client as well as procedural simplicity with regard to assessment of the liability. The option chosen by BHEL shall be binding on the

Contractor for discharging the obligation of BHEL in respect of the tax liability to the Contractor. Contractor shall submit to BHEL documentary evidence of Service Tax registration certificate specifying name of services covered under this contract. For the purpose of claiming any Service Tax from BHEL, the following procedure shall be adopted :

Contractor shall submit serially numbered Service Tax and Cess Invoices, signed by him or a person authorized by him in respect of taxable service provided, and shall contain the following, namely:

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

All the four conditions shall be fulfilled in the invoice for payment of Service Tax by BHEL.

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

## 8.2 VAT (Sales Tax /WCT)

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

The Contractor shall register himself with the respective Sales Tax authorities of the state and submit proof of such registration to BHEL along with the first RA bill.

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

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

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

## 8.3 Modalities of Tax Incidence on BHEL

Wherever the relevant tax laws permit more than one option or methodology for discharging the liability of tax/levy/duty, BHEL will have the right to adopt the appropriate one considering the amount of tax liability on BHEL/Client as well as procedural simplicity with

regard to assessment of the liability. The option chosen by BHEL shall be binding on the Contractor for discharging the obligation of BHEL in respect of the tax liability to the contractor.

## 8.4 New Taxes/Levies

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

In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer, the Bidder/Contractor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of Price Bid. Claim for any such impact after opening the Price Bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.

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

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## Chapter - IX: Others

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**9.0 OTHERS**

**9.1 PERFORMANCE GUARANTEE:**

Irrespective of provisions in tender elsewhere, in view of nature of work, performance guarantee is not required under this contract.

## Chapter - X

### IMPORTANT CONDITIONS

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.

11.2 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 7.6 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 T & P deployed as per the deployment plan.

11.3 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 considered only as 35% of X instead of 100% of X.

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

11.4 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.

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.

## Chapter - XI: ANNEXURES

### **ANNEXURE – I**

#### **GENERAL IDEA OF WEIGHTS TO BE HANDLED**

The information given below is very tentative and not complete. Only a few of the typical components are listed below to give a general idea to the bidder. The weights and sizes indicated below are only approximate and are liable to vary.

<b>A.</b>	<b>Approximate total weight of material</b>	<b>1,96,152 MT</b>	
i	<b>Approximate Weight of Boiler, ESP &amp; aux.</b>	<b>134000 MT</b>	
ii	<b>Approximate Weight of Piping System</b>	<b>15500MT</b>	
iii	<b>Approximate Weight of Structural steel</b>	<b>18000 MT</b>	
iv	<b>Approximate Weight of TG &amp; aux.</b>	<b>14000 MT</b>	
v	<b>Approximate Weight of PEM supply</b>	<b>8252 MT</b>	
vi.	<b>Approximate Weight C&amp;I, Station C&amp;I</b>	<b>6400 MT</b>	
<b>B</b>	<b>General idea of some major components (Single Piece) to be handled under this package.</b>		
<b>S.No.</b>	<b>Description</b>	<b>Approx. Gross Wt./Piece (MT)</b>	<b>Approx. dimensions Packages (LxWxH)</b>
1	Ceiling girder	120	
2.	Main Column	56	
3.	Water Wall panel	25	
4.	Water Wall Header	30	
5.	S.H. Header	30	

6.	R.H. Header	41	
7.	Wind Box	75	
8.	Mill drive assembly	43	
9.	HP Turbine	140	
10.	IP Turbine	179	
11.	LP Turbine Rotor	115	
12.	Generator stator	324	
13.	Generator rotor	80	
14.	Front water box(Gen.)	34	
15.	Front water box(Tur.)	33	
16..	Rear water box(Gen.)	22	-
17.	Rear water box(Tur.)	22	

## NOTES:

1. 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. The list is only illustrative and not exhaustive

**ANNEXURE –II****GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION (RA)**

Against this enquiry for the subject item / system with detailed scope of supply as per our tender specification, BHEL-PSNR, NOIDA may resort to “REVERSE AUCTION PROCEDURE” i.e. ONLINE 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. In case BHEL decides to conduct reverse auction, BHEL’s service provider shall contact the vendor directly and impart them the training.
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. Total Price quoted shall be inclusive of all taxes except service tax in line with the NIT conditions for the subject work in Indian Rupees (INR), which is to be worked out as per the BOQ (Rate Schedule) given in tender enquiry and subsequent changes made, if any. EXCEL Sheet shall be provided, if applicable.
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 after completion of event on the same day preferably.
10. Any variation between the on-line bid value and signed document will be considered as sabotaging the tender process and may invite disqualification of vender to conduct business with BHEL as per prevailing procedure.
11. In case BHEL decides not to go for Reverse auction procedure for this tender enquiry, the price bids and price impacts, if any already submitted and available with BHEL shall be opened as per BHEL standard practice.

## ANNEXURE – III

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

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

## Chapter - XII: RATE SCHEDULE

Annexure-I

### RATE SCHEDULE

SI. No	DESCRIPTION OF WORK	Quantity	TOTAL VALUE in Rupees (In figures and words)
<b>1.0</b>	<b>MATERIALS HANDLING</b>		
<b>1.1</b>	Total lumpsum price for Material handling and Management work involving Receipt, Unloading & Material Handling from Trucks / Trailers / Transport carriers / 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, Electrical system, C & I System, Structural steel items, non-BHEL system, construction equipments, BHEL office furniture / T&P, miscellaneous items, etc., for unit 3X660 MW at LALITPUR STPP.	1,96,152 MT	/
	<b>GRAND TOTAL AMOUNT (In RS.)</b>		

**NOTES:**

- From total rate to be quoted, the 65 % of total Lump sum value should be assigned for deploying of cranes and trailers inclusive of crane operator, trailer driver, maintenance, all consumables and fuels & balance 35% for manpower, T&P other than cranes and trailer etc. as per annexure-III**

## PRICE BREAK UP DETAILS

## ANNEXURE-II

(Bidders shall not fill up anything in this page)

S.no	Description	Break up price in Rs.																																																																								
01	Lumpsum charges towards deploying of cranes and trailers inclusive of crane Operator, trailer driver, maintenance, all consumables and fuels for the following T & Ps and the period as mentioned below:	65% of total price to be quoted in the item no.1.1 shall be assigned as below:																																																																								
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02	Lumpsum charges towards other services like manpower, T& Ps other than cranes and trailer etc.	35 % of total price to be quoted in the item no.1.1 . Note: Only this value will be taken into account for the purpose of quantity variation, Over run compensation and Price variation clause																																																																								
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Note: **Monthly charges= Assigned value of particular crane**

**Total period of deployment of that crane**

S.no	Crane / Trailer	The percentage of charges per month per item to be considered for the purpose of payment for the cranes and trailers deployed during the original & extended period of contract, if any.
01	100T Crane	0.78 % of Lumpsum charges mentioned in the Letter Of Intent.
02	40T Crane	0.39 % of Lumpsum charges mentioned in the Letter Of Intent.
03	18/20 T Crane-I	0.157 % of Lumpsum charges mentioned in the Letter Of Intent.
04	18/20 T Crane-II	0.157 % of Lumpsum charges mentioned in the Letter Of Intent.
05	12/14 T Crane-I	0.057% of Lumpsum charges mentioned in the Letter Of Intent.
06	12/14 T crane-II	0.057% of Lumpsum charges mentioned in the Letter Of Intent.
07	20T trailer	0.065% of Lumpsum charges mentioned in the Letter Of Intent.

**Signature of the bidder**