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TENDER SPECIFICATION

TENDER NO. BHEL/NR/SCT/ PROJ INSP SERVICES /888

FOR

**RATE CONTRACT FOR “PROVIDING FIELD QUALITY ASSURANCE
ENGINEERS (FQAE) AT BHEL-PSNR SITES”**

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 and
OHSAS 18001 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 / 2416296
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Email: swapan@bhelnsnr.co.in/samriddhi@bhelnsnr.co.in

TENDER NO. BHEL/NR/SCT/ PROJ INSP SERVICES /888

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-----

Rev 01
1st Jun
2012

NOTICE INVITING TENDER

(Document No PS:MSX:NIT)

Bharat Heavy Electricals Limited



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

To

Dear Sir/Madam

Sub : NOTICE INVITING TENDER

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

1.0 Salient Features of NIT

SL NO	ISSUE	DESCRIPTION
i	TENDER NUMBER	BHEL/NR/SCT/ PROJ INSP SERVICES /888
ii	Broad Scope of job	Rate Contract for "Providing Field Quality Assurance Engineers (FQAE) at BHEL-PSNR Sites."
iii	DETAILS OF TENDER DOCUMENT	
a	Volume-IA	<i>Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc</i> Applicable
b	Volume-IB	<i>Special Conditions of Contract (SCC)</i> Not Applicable
c	Volume-IC	<i>General Conditions of Contract (GCC)</i> Applicable
d	Volume-ID	<i>Forms and Procedures</i> Applicable
e	Volume-II	<i>Price Schedule (Absolute value).</i> Applicable
iv	Issue of Tender Documents	<ol style="list-style-type: none"> 1. Sale from BHEL PS Regional office at : Start : 18/09/12 , Time :10.00 HRS. (IST) Closes: 25/09/12 , Time : 12.00 HRS (IST) 2. From BHEL website (www.bhel.com) Tender documents will be available for downloading from website till due date of submission Applicable
v	DUE DATE & TIME OF OFFER SUBMISSION	Date : 25/09/2012 , Time :15.00 HRS. (IST) Place : NOIDA(UP)--INDIA Applicable
vi	OPENING OF TENDER	Date : 25/09/2012 , Time :15.30 HRS. (IST) <i>(within 2 hours of the latest due date and time of offer submission).</i> Notes: (1) <i>In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day.</i> (2) <i>Bidder may depute representative to witness the opening of tender</i> Applicable
vii	EMD AMOUNT	<i>Rs. 2,00,000/-</i> Applicable

viii	COST OF TENDER	Rs 2000/-.	<i>Applicable/Not Applicable</i>
ix	LAST DATE FOR SEEKING CLARIFICATION	Date: 24/09/2012 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 :	<i>Applicable/Not applicable.</i>
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)		<i>Applicable/Not applicable.</i>
xii	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com -->Tender Notifications →View Corrigendums) and not in the newspapers . Bidders to keep themselves updated with all such information	

2.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly signed & stamped on each page, as part of offer. **Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form in the techno-commercial offer other than the Price Bid, shall not be entertained.**

3.0 Unless specifically stated otherwise, bidder shall remit cost of tender and courier charges if applicable, in the form of Demand Draft drawn in favour of Bharat Heavy Electricals Ltd, payable at Power Sector Regional HQ at 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)
- One set of tender documents shall be retained by the bidder for their reference.

6.0 The contents for ENVELOPES and the superscription for each sealed cover/Envelope are as given below. **(All pages to be signed and stamped)**

Sl no	Description	Remarks
	Part-I A	
	ENVELOPE – I superscribed as : 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. Note: 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)	Applicable
vi.	Duly filled-in annexures, formats etc as required under this Tender Specification/NIT	
vii.	Notice inviting Tender (NIT)	
viii.	Volume – I A : <u>Technical</u> Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc	
ix.	Volume – I B : Special Conditions of Contract (SCC)	
x.	Volume – I C : General Conditions of Contract (GCC)	
xi.	Volume – I D : Forms & Procedures	
xii.	Volume – II (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item	
xiii.	Any other details preferred by bidder with proper indexing.	

PART-I B		
	<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 OR 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)	
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PART-II		
	PRICE BID consisting of the following shall be enclosed	
	ENVELOPE-III 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)	

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	<ul style="list-style-type: none"> ○ Envelopes I ○ Envelopes II ○ Envelopes III 	

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

Offer can also be sent through e-mail at following mail address. In such a case both Part-I and Part-II of the offer should be sent and offer in two parts must reach before due date and time of submission. Part-II (Price Bid) should be sent as password protected. Password shall be communicated by the bidder to the undersigned on the date of price bid opening. Original copy of the offer should be dispatched prior to due date of submission of offer.

Mail ID - swapan@bhelnsnr.co.in

7.0 Deviation with respect to tender clauses and additional clauses/suggestions in Techno-commercial bid / Price bid shall NOT be considered by BHEL. Bidders are requested to positively comply with the same.

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

~~9.0 **Assessment of Capacity of Bidders:**
 Bidders capacity for executing the job under tender shall be assessed 'LOAD' wise and 'PERFORMANCE' wise as per the following:~~

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

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

i). ~~Total number of Packages~~

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

~~Where~~

- ~~• P is the sum of all unit wise identified packages under execution with BHEL Regions as of the cut off month defined above, including packages yet to be commenced.~~

ii) ~~Weightage "A" assigned to bidders based on Total number of Packages 'P':~~

~~a) If 'P' = 0-9, : "A" will be equal to '4'~~

~~b) If 'P' = 10-18, : "A" will be equal to '3'~~

~~c) If 'P' = 19-36, : "A" will be equal to '2'~~

~~d) If 'P' = 37-60, : "A" will be equal to '1'~~

~~e) If 'P' is above 60 : "A" will be equal to '0'~~

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

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

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

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

~~a) $P_1, P_2, P_3, P_4, P_5, \dots, P_N$ etc be the packages (**under execution/** executed during the 'Period of Assessment' in all Regions) **SIMILAR** to the packages covered under the tendered scope, excepting packages not commenced. Total number of similar packages for all Regions = P_T (ie $P_T = P_1 + P_2 + P_3 + P_4 + \dots + P_N$)~~

~~b) Number of Months ' T_1 ' for which 'Monthly Performance Evaluation' as per relevant formats, should have been done in the 'Period of Assessment' for the corresponding similar package P_1 . Similarly T_2 for package P_2 , T_3 for package P_3 , etc for the tendered scope. Now calculate cumulative total months ' T_T ' for total similar Packages ' P_T ' for all Regions (ie $T_T = T_1 + T_2 + T_3 + T_4 + \dots + T_N$)~~

~~c) Sum ' S_1 ' of 'Monthly Performance Evaluation' Scores ($S_{1,1}, S_{1,2}, S_{1,3}, S_{1,4}, S_{1,5}, \dots, S_{1,N}$) for similar package P_1 , for the 'period of assessment' ' T_1 ' (ie $S_1 = S_{1,1} + S_{1,2} + S_{1,3} + S_{1,4} + S_{1,5} + \dots + S_{1,N}$). Similarly S_2 for package P_2 for period T_2 , S_3 for package P_3 for period T_3 , etc for the tendered scope for all Regions. Now calculate cumulative sum ' S_T ' of 'Monthly Performance Evaluation' Scores for total similar Packages ' P_T ' for all Regions (ie ' $S_T = S_1 + S_2 + S_3 + S_4 + S_5 + \dots + S_N$)~~

d) ~~Overall Performance Rating 'R_{BHEL}' for the similar Package/Packages (under execution/ executed during the 'Period of Assessment') in all the Power Sector Regions of BHEL):~~

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

~~=~~

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

~~S_T~~

~~=~~

~~T_T~~

e) ~~Bidders to note that the risk of non evaluation or non availability of the 'Monthly Performance Evaluation' reports as per relevant formats is to be borne by the Bidder~~

f) ~~Table showing methodology for calculating 'a', 'b' and 'c' above~~

Sl # e	Item Description	Details for all Regions							Total
		(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)	
(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)	(x)
1	Similar Packages for all Regions →	P ₁	P ₂	P ₃	P ₄	P ₅	...	P _N	Total No of similar packages for all Regions = P _T ie Sum (Σ) of columns (iii) to (ix)
2	Number of Months for which 'Monthly Performance Evaluation' as per relevant formats should have been done in the 'period of assessment for corresponding similar Package (as in row 1)	T ₁	T ₂	T ₃	T ₄	T ₅	...	T _N	Sum (Σ) of columns (iii) to (ix) = T _T
3	Monthly performance scores for the corresponding period (as in Row 2)	S _{1-1T} S _{1-2T} S _{1-3T} S _{1-4T} ... S _{1-T1}	S _{2-1T} S _{2-2T} S _{2-3T} S _{2-4T} ... S _{2-T2}	S _{3-1T} S _{3-2T} S _{3-3T} S _{3-4T} ... S _{3-T3}	S _{4-1T} S _{4-2T} S _{4-3T} S _{4-4T} ... S _{4-T4}	S _{5-1T} S _{5-2T} S _{5-3T} S _{5-4T} ... S _{5-T5}	S _{N-1T} S _{N-2T} S _{N-3T} S _{N-4T} ... S _{N-TN}	-----
4	Sum of Monthly Performance scores of the corresponding Package for the corresponding period (as in row 3)	S ₁	S ₂	S ₃	S ₄	S ₅	...	S _N	Sum (Σ) of columns (iii) to (ix) = S _T

ii) ~~Weightage "B" assigned to bidders based on Overall Performance Rating (R_{BHEL}) at Power Sector Regions, for the respective Package:~~

- a) If $R_{BHEL} \geq 80\%$, "B" will be equal to '6'
- b) If $R_{BHEL} \geq 75\% < 80\%$, "B" will be equal to '5'
- c) If $R_{BHEL} \geq 70\% < 75\%$, "B" will be equal to '4'
- d) If $R_{BHEL} \geq 65\% < 70\%$, "B" will be equal to '3'
- e) If $R_{BHEL} \geq 60\% < 65\%$, "B" will be equal to '2'
- f) If $R_{BHEL} < 60\%$, "B" will be equal to '0'

III. 'Assessment of Capacity of Bidder' to be Qualified for the tender:

Shall be based on the sum of the weightages obtained in 'LOAD' (A) and 'PERFORMANCE' (B) as below:

- a) **If the sum (A+B) is 6 or above for each of the applicable Package, then the Bidder is considered 'Qualified' for the tender**
- b) **If the sum (A+B) is less than 6 for any of the applicable Package, then the Bidder is considered 'NOT Qualified' for the tender**

IV. Explanatory note:

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

Table-1

Civil	Electrical & CI	Mechanical
i). Enabling works	i). Electrical	i). Boiler & Aux (All types including CW Piping if applicable)
ii). Pile and Pile Caps	ii). CI	ii). Power Cycle Piping/Critical Piping
iii). Civil Works including foundations	iii). Others (Elec & CI)	iii). LP Piping
iv). Structural Steel Fabrication & Erection		iv). ESP
v). Chimney		v). Steam Turbine Generator set & Aux
vi). Cooling Tower		vi). Gas Turbine Generator set & Aux
vii). Others (Civil)		vii). Hydro Turbine Generator set & Aux
		viii). Turbo Blower (including Steam Turbine)
		ix). Material Handling
		x). Material Management
		xi). Material Handling & Material Management
		xii). Others (Mechanical)

- c) Vendors who are first timers to any BHEL Region, may be considered subject to satisfying other tender conditions. Eligibility of the party for the next tender of any package in that Region, shall be

~~subject to the bidder satisfying the 'Assessment of Capacity of Bidder' for a period of first **nine months** after commencement of work or contract duration whatever is lesser.~~

~~In case the first timer is executing any other packages in any BHEL Region, then the performance evaluation will be based on the data available for the other packages though not similar, for the 'Period of assessment', for the purpose of 'Assessment of Capacity of Bidder'~~

~~d) Vendors who are not first timers and who have not been executing any package or packages similar to the packages under the tender in the 'Period of assessment', shall be considered qualified subject to them satisfying all other tender conditions.~~

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

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

~~i. upto Boiler Steam Blowing in case of Steam Generator and Auxilliaries~~

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

~~iii. upto execution of at least 75% of anticipated contract value (unit wise), in case of Enabling works or Civil & Structures.~~

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

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

10.0 Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.

11.0 For any clarification on the tender document, the bidder may seek the same in writing or through e-mail, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.

12.0 BHEL may decide holding of pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.

13.0 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer, else BHEL's interpretation shall prevail.

- 14.0 Unless specifically mentioned otherwise, bidder's quoted price shall be deemed to be in compliance with tender including PBD.
- 15.0 Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), **if applicable**, along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. **The names and other details of Independent External Monitor (IEM) for the subject tender is as given at point (1) above.**
- 16.0 The Bidder has to satisfy the Pre Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre Qualification Criteria specified in this NIT as per Annexure-I (as applicable), past performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under HOLD.
- 17.0 In case BHEL decides on a 'Public Opening', the date & time of opening of the sealed PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one authorised representative to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful/Disqualified bidders under intimation to the respective bidders.
- 18.0 Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 19.0 BHEL reserves the right to decide the successful bidder on the basis of Reverse Auction process. In such case all qualified bidders will be intimated regarding procedure/ modality for Reverse Auction process prior to Reverse Auction and price will be decided as per the rules for Reverse Auction. .
- However, if reverse auction process is unsuccessful as defined in the RA rules/procedures, or for whatsoever reason, then the sealed 'PRICE BIDS' will be opened for deciding the successful bidder. BHEL's decision in this regard will be final and binding on bidder.
- 20.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 21.0 In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.
- 22.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- ~~23.0 Consortium Bidding (or Technical Tie up) shall be allowed only if specified in Pre Qualifying Requirement (PQR) criteria, and in such a case the following shall be complied with:~~
- ~~23.1 Prime Bidder and Consortium Partner or partners are required to enter into a consortium agreement with a validity period of six months initially. In case the consortium is awarded the contract, then the Consortium Agreement between the Prime Bidder and Consortium Partner or partners shall be extended till contractual completion period including extension periods if any applicable.~~
- ~~23.2 'Standalone' bidder cannot become a **Prime Bidder** or a **Consortium bidder** or **Technical Tie up bidder** in a consortium (or Technical Tie up) bidding. Prime bidder shall neither be a consortium partner to other prime bidder nor take any other consortium partners. However, consortium partner may enter into consortium agreement with other prime bidders. In case of non-compliance, consortium bids of such Prime bidders will be rejected.~~
- ~~23.3 Number of partners for a consortium Bidding (or Technical Tie up) shall be as specified in the PQR~~

- ~~23.4 Prime Bidder shall be as specified in the Pre Qualification Requirement, else the bidder who has the major share of work~~
- ~~23.5 In order to be qualified for the tender, Prime Bidder and Consortium partner or partners shall satisfy (i) the Technical 'Pre Qualifying Requirements' specified for the respective package, (ii) "Assessment of Capacity of Bidder" as specified in clause 9.0~~
- ~~23.6 Prime Bidder shall comply with additional 'Technical' criteria of PQR as defined in 'Explanatory Notes for the PQR'~~
- ~~23.7 Prime Bidder shall comply with all other Pre Qualifying criteria for the Tender unless otherwise specified~~
- ~~23.8 In case customer approval is required, then Prime Bidder and Consortium Partner or partners shall have to be individually approved by Customer for being considered for the tender.~~
- ~~23.9 Prime Bidder shall be responsible for the overall execution of the contract~~
- ~~23.10 In case of award of job, Performance shall be evaluated for Prime Bidder and Consortium Partner or partners for their respective scope of work(s) as per prescribed formats~~
- ~~23.11 In case the Consortium partner or partners back out, their SDs shall be encashed by BHEL. In such a case, other consortium partner or partners meeting the PQR have to be engaged by the Prime Bidder, and if not, the respective work will be withdrawn and executed on risk and cost basis of the Prime Bidder. The new consortium partner or partners shall submit fresh SDs as applicable.~~
- ~~23.12 In case the prime Bidder withdraws, the whole contract shall be considered cancelled and short closed.~~
- ~~23.13 After execution of work, the work experience shall be assigned to the Prime Bidder and the consortium partner or partners for their respective scope of work. After successful execution of two similar works with the same consortium partner or partners under direct orders of BHEL, the Prime Bidder shall be eligible for becoming a 'stand alone' bidder for similar works, subject to certification from BHEL about the active involvement of the Prime Bidder for satisfactory execution of the works.~~
- ~~23.14 The consortium partner shall submit SD equivalent to 2% of the total contract value in addition to the SD to be submitted by the prime Bidder for the total contract value. In case there are two consortium partners, then each partner shall submit SD equivalent to 1% of the total contract value in addition to the SD to be submitted by the prime Bidder for the total contract value.~~
- ~~23.15 In case of a Technical Tie up, all the clauses applicable for the Consortium partner shall be applicable for the Technical Tie up partner also~~
- 24.0 The bidder shall submit documents in support of possession of 'Qualifying Requirements' duly self certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.
- 25.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 26.0 Order of Precedence
- In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:
- a. Amendments/Clarifications/Corrigenda/Errata etc issued in respect of the tender documents by BHEL
 - b. Notice Inviting Tender (NIT)
 - c. Price Bid

- d. Technical Conditions of Contract (TCC)—Volume-1A
- e. Special Conditions of Contract (SCC) —Volume-1B – Not Applicable
- f. General Conditions of Contract (GCC) —Volume-1C
- g. Forms and Procedures —Volume-1D

for BHARAT HEAVY ELECTRICALS LTD

(SCT)

Enclosure

- 01. Annexure-1: Pre Qualifying criteria.
- 02. Annexure-2: Check List.
- 03. Other Tender documents as per this NIT.
- 04. Format of Integrity Pact
- 05. Format of Reverse Auction

ANNEXURE - 1

PRE QUALIFYING REQUIREMENTS

JOB	Rate Contract for “Providing Field Quality Assurance Engineers (FQAE) at BHEL-PSNR Sites.”
TENDER NO.	BHEL/NR/SCT/ PROJ INSP SERVICES /888

SL NO.	PRE QUALIFICATION CRITERIA						
A	Submission of Integrity Pact duly signed (Not Applicable)						
B	Assessment of Capacity of Bidder to execute the work as per SI no. 9 of NIT (Not Applicable)						
C	<p>Technical</p> <p>C1 The bidder should be certified for ISO/IEC/IS-17020 Standard (General Criteria for the Operation of various Types of Bodies Performing Inspection).</p> <p>C2 Bidders should have experience of successful completion of any one of the following during last Seven (7) years ending last day of the month previous to the month of last date of bid submission:-</p> <table border="1"> <tr> <td>a</td> <td>Three (3) similar works completed should not be less than Rs. Ninety six (96) Lacs each.</td> </tr> <tr> <td>b</td> <td>Two (2) similar works completed should not be less than Rs. One Hundred and twenty (120) Lacs each.</td> </tr> <tr> <td>c</td> <td>One (1) similar work completed should not be less than Rs. One Hundred and Ninety one (191) Lacs .</td> </tr> </table> <p>Similar work is defined as “Providing personnel for Field Quality Assurance during installation of Power, Oil, Gas or Process industries. Specific areas of Quality assurance would cover the following areas of work: (i) Civil Works (ii) Fabrication, Welding & Erection (iii) Rotating equipment (iv) Electrical & (v) Instrumentation & Control.</p> <p>d The party should have carried out similar work in minimum two areas as listed above (i) to (v) , in one or more than one work orders submitted either of C2a, C2b or C2c.</p> <p>Note :- 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.</p> <p>C3 Bidders should have at least Thirty (30) employees with engineering degree/diploma on their regular rolls or at least have a running contract of Three (3) years with such employees. Bidders shall submit “PF statements” ‘OR’ “PF Returns” ‘OR’ “Professional Tax Document” for verification of the above.</p>	a	Three (3) similar works completed should not be less than Rs. Ninety six (96) Lacs each.	b	Two (2) similar works completed should not be less than Rs. One Hundred and twenty (120) Lacs each.	c	One (1) similar work completed should not be less than Rs. One Hundred and Ninety one (191) Lacs .
a	Three (3) similar works completed should not be less than Rs. Ninety six (96) Lacs each.						
b	Two (2) similar works completed should not be less than Rs. One Hundred and twenty (120) Lacs each.						
c	One (1) similar work completed should not be less than Rs. One Hundred and Ninety one (191) Lacs .						
D1	<p>Financial TURNOVER Tenderers should have an average annual turnover of minimum of Rs. 72 Lacs (Rupees Seventy Two Lacs Only) based on the audited accounts of last three financial years (2008-09, 2009-10 & 2010-11). Bidders shall submit audited annual accounts (balance sheets and profit & loss account) in support of this.</p>						
2	<p>NETWORTH Net worth of the Bidder based on the latest Audited Accounts as furnished for ‘D1’ above should be positive.</p>						

3	PROFIT Bidder must have earned cash profit in any one of the last three (3) financial years as applicable in the last three years defined in the 'D1' above based on latest Audited Accounts.
Bidders shall submit audited annual accounts (Balance Sheets and Profit & Loss account) in support of D1, D2 & D3 above.	
F	Consortium criteria : Not Applicable

Note: Assessment of Capacity of Bidders (Clause No. 9.0) shall not be applicable for this 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		
3.a	Details of Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
3.b	Details of alternate Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
4	EMD DETAILS	DD No: Date : Bank : Amount: <u>Please tick (√) whichever applicable:-</u> ONE TIME EMD / ONLY FOR THIS TENDER	
5	Validity of Offer	TO BE VALID FOR SIX MONTHS FROM DUE DATE	
		APPLICABILITY (BY BHEL)	ENCLOSED BY BIDDER
6	Whether the format for compliance with PRE QUALIFICATION CRITERIA (ANNEXURE-I) is understood and filled with proper supporting documents referenced in the specified format	Applicable	YES / NO
7	Audited profit and Loss Account for the last three years	Applicable/Not Applicable	YES/NO
8	Copy of PAN Card	Applicable/Not Applicable	YES/NO
9	Whether all pages of the Tender documents including annexures, appendices etc are read understood and signed	Applicable/Not Applicable	YES/NO
10	Integrity Pact	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
17	Capacity Evaluation of Bidder for current Tender	Applicable/Not Applicable	YES/NO
18	Tie Ups/Consortium Agreement are submitted as per format	Applicable/Not Applicable	YES/NO
19	Power of Attorney for Submission of Tender/Signing Contract Agreement	Applicable/Not Applicable	YES/NO
20	Analysis of Unit rates	Applicable/Not Applicable	YES/NO

NOTE : STRIKE OFF 'YES' OR 'NO', AS APPLICABLE. TENDER NOT ACCOMPANIED BY THE PRESCRIBED **ABOVE APPLICABLE DOCUMENTS** ARE LIABLE TO BE SUMMARILY REJECTED.

DATE :
SIGNATORY

AUTHORISED
(With Name, Designation and Company seal)

Rev 00
6th JULY
2010

TECHNICAL CONDITIONS OF CONTRACT (TCC)

(Document No PS:MSX:TCC)

BHARAT HEAVY ELECTRICALS LIMITED



TECHNICAL CONDITIONS OF CONTRACT (TCC) CONTENTS

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

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - I : Project Information

FQAE's to be deployed at following BHEL-PSNR (Thermal & Hydro) sites as given below:

THERMAL SITES
Anpara-D
Chhabra-3&4
Bajaj, Lalitpur
GVK, Goindwal
PRAGATI, BAWANA (2X750) EPC
JHAJJAR STPP 1,2&3 (3X500) BTG
RAMGARH (1X160) BTG
BARA PRAYAGRAJ STPP (3X660) BTG
DEOSAR STPP (3X660) BTG
MARUTI, MANNESAR EXTN.(1X20) GT
BARH
R&M BATHINDA(120MW)
R&M HARDUAGANJ(120MW)
R&M Obra(120MW)
HYDRO SITES
NHPC NIMOO BAZGO(3X15MW)
NTPC KOLDAM (4X200MW)
NHPC PARBATI-III (4X130MW)
HPSEB UHL HP (3X33.3MW)
GVK SHRINAGAR UTTARAKHAND
RAMPUR HP (6X68.7MW)
TAPOVAN VISHNUGHAT (4X130MW)
KISHANGANGA HEP (3X110MW)

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - II : Scope of Works

2.0 GENERAL SCOPE OF WORK

Scope of Work for providing Services of Field Quality Assurance Engineers (FQAEs) at PSNR Sites.

The scope shall include providing services of Field Quality Assurance Engineers (FQAEs) at BHEL construction sites in India for maintaining Quality level as laid down in relevant Management Systems, Drawings, manual, standards, field quality plans, and good engineering practices during erection, and commissioning of various packages/equipments in the scope of BHEL

2.1. Areas of Quality Assurance

Various packages/ equipments for which services of respective FQAEs are required include but are not limited to broad areas of a typical power project site as given below:

2.1.1 Civil works:-

- Main Power House (TG & AUX Building/ Service Building) , TG foundation, Boiler foundations, ESP foundations, Equipment and Machine foundations, Mill bay foundations and super structures, Transformer yard, Misc. foundations, pavements, Switchyard, Roads & Drainage etc.
- Auxiliary Buildings like Circulating Water Pump House, Raw Water Pump House, CW Duct, ESP Control Room, Chlorination Plant Building, Compressor House, DG Building, Clarified Water Pump House & Sump, Filtered Water Pump House, DM Make up Pump House, Administrative Building etc.
- Civil Works for BOP Package like Ash Handling Plant, Coal Handling Plant, Pre-Treatment Plant, DM Water Treatment Plant, Effluent Treatment Plant Building, Cooling Towers, and Chimney etc.

2.1.2 Fabrication, Welding and Erection:-

Site Fabrication of Structures

- Erection of pre-fabricated and Site Fabricated Steel Structures
- Welding of Critical Piping
- Boiler/HRSG Supporting Structures
- Pressure Parts, ESP, Ducts & Dampers/ Gates
- Coal Feeders, Air Pre-heater, Valves & Soot Blowers, Fuel Firing System
- High Pressure Piping
- NDT

2.1.3 Rotating Equipment

Erection and commissioning of Steam Turbine/ Gas Turbine, Generators, Heat Exchangers, Pumps, Coal Mills, Fans, blowers, Compressors etc.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - II : Scope of Works

2.1.4 Electrical Equipment's

Erection and commissioning of all Power plants Drives, Transformers, Generator and its Auxiliaries, Electrical Panels, LT/ HT Switchgear subject to BHEL scope.

2.1.5 Instrumentation &Control

Erection and Commissioning of all C&I field instruments, Cabling, Control panels, Control Desk etc.

2.2 Scope of work of FQAEs deployed at sites, for areas mentioned at (1) above shall include but will not be limited to the following;

2.2.1 Witnessing on behalf of BHEL for sample checking of raw materials/inputs including aggregates for civil works as per related FQPs, drawings, Manuals, standards. This shall include inspection of materials on receipt at site and verification of test certificates. Record of inspection to be maintained necessarily.

2.2.2 Welder qualification test, in process and final inspections/tests including non destructive tests as per related Field Quality Plans (FQPs), Drawings, Manuals/ procedures and standards. Record of inspection to be maintained necessarily.

2.2.3 Review of inspection & test reports wherever required as per FQP , drawings, manuals and conducting Quality, process and surveillance audits at various stages of erection & commissioning. Reports of the above to be maintained.

2.2.4 Conducting periodical Quality surveillance audits at the site office of sub-contractors of BHEL to ensure for valid calibration of monitoring / measuring instruments & devices and testing equipments.

2.2.5 Resolving site Quality problems on day to day basis. Rendering assistance during discussions among BHEL Erection/ Commissioning Engineers, Customers/ Consultants, and Vendors/ Sub-contractors in the event of corrective actions/ reworks related to the scope of work.

2.2.6 Coordination with sub-contractor, vendor, consultant/ customer on matters related to Quality including joint inspection/ checks wherever applicable and clearing of customer hold points.

2.2.7 Submitting Monthly Progress Report, SLR's in requisite formats to BHEL Construction Manager and to BHEL Head Quality at BHEL-PSNR NOIDA.

2.2.8 Conducting of Quality related Training programs for Subcontractor Skilled Manpower whenever required.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - II : Scope of Works

2.2.9 Any other work assigned from time to time.

2.3.0 Qualifications of Field Quality Assurance Engineers

2.3.1 Qualifications-Field Quality Assurance- Engineers

2.3.1.1 Field Quality Assurance Engineers (FQAEs) deployed by contractor shall be qualified '**Engineering degree**' holders or qualified '**Engineering diploma**' holders. FQAE deployed in welding & NDT area shall have additional **ASNT/ISNT level II certificate** in RT, UT, MT, PT and VT.

2.3.1.2 Depending upon the deployment and scope of work, branch of Engineering may be one of Electrical Engineering, Electronics Mechanical Engineering and Civil Engineering.

2.3.2 Additional Qualifications- FQAE

If required by a specific customer, person deployed may have to be additionally qualifications like Certified Welding Inspector (CWI) and Certified Internal auditor for ISO 9001 etc.

2.3.3 Experience & Age of Field Quality Assurance

~ Should be a Graduate Engineering Degree holder with 5 years related job experience

'Or'

~Having a diploma in engineering with minimum 8 years of related job experience.

The areas of Experience for FQAE-:

~ The Candidates should be experienced in Quality assurance during installation of power, oil, gas or process industries.

~ Specific areas depending upon the experience of FQAEs shall be in the field of Quality Assurance, Inspection/ testing of Power Plant Equipments and in inspection and testing of areas pertaining to scope as mentioned at clause numbers 1.0 above.

~ Awareness of Quality management system like ISO9001

Age: Candidates should possess good health and vision to work at Project Sites and upper age limit shall be 45 years.

2.4 Special Conditions

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - II : Scope of Works

2.4.1 FQAEs shall be governed by 'Confidentiality' clause. They shall not, in any manner, misuse the data/ information.

2.4.2 All drawings, specifications/ FQP and other relevant document/ data provided to FQAEs for undertaking relevant tasks, shall be returned to BHEL after completion of job/ completion/ termination of contract. Such documents shall not be used by the FQAEs for any purpose other than for the designated task.

2.4.3 All data generated/ used by the FQAEs shall be the property of BHEL. These cannot be published/ utilized or taken away by the FQAE or any staff of the Contractor.

2.4.4 All measuring & testing Instruments/ equipments will be arranged by BHEL/ erection agency working at site. FQAE shall undertake visual/ physical checking of instruments and co-relation with valid calibration certificates before using any measuring & testing instruments/ equipments. FQAEs shall be responsible for use of calibrated MMDs.

2.4.5 FQAEs shall be fully responsible for the tasks undertaken by them, authenticity of the test results etc. They shall prepare documents, undertake inspections and submit the documents/ reports to BHEL in time without hindrance of work.

2.4.6 **Credentials of FQAEs shall be approved by BHEL-PSNR and/ or its customer prior to their deployment to BHEL sites.** Bio-data of the candidate to be deployed along-with summary sheet of qualification (as per BHEL tender requirement) and copy of certificates of the candidate shall be submitted for approval. If required, contractor has to arrange for interview of the candidates by BHEL at no extra cost.

2.4.7 FQAEs shall administratively report to Construction Manager and technically to Quality Head, at PSNR HQ.

2.4.8 For any exigencies during execution of the contract, for requirement at any location other than place of work / site (for outstation tours only), if desired and instructed by BHEL Engineer, the contractor shall have to provide Consultancy services by deputing its personnel from an existing site. In such a case, the contractor will however be reimbursed expenses incurred for such work for person deputed, as below.

(a) Travel expenses at actual shall be paid (limited to 2AC to and fro train fare) with reservation / supplementary charges etc subject to furnishing details regarding ticket numbers, journey details, amount of fare etc.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - II : Scope of Works

(b) Local conveyance charges (Actual bus / cycle rickshaw/auto rickshaw/ taxi fare for local journeys at out station) as permitted by the BHEL Engineer.

(c) Daily allowances @ Rs.250/- per day

(d) Lodging @ Rs.2000/- per day.

(e) Postal / telegraphic / telephones charges, if any, subject to production of proof of having incurred such expenditure.

The movement of Contractor's FQAE outside construction site shall be subject to the prior approval of BHEL construction Manager.

2.4.9 FQAES shall follow working hours, number of working days per week and holidays as per norms and holiday list of BHEL office where they are deployed.

2.4.10 Each man day shall consist of 8 (eight) working hours excluding lunch break. However, at times work may continue round the clock including on Sundays and holidays and services of FQAES may be required beyond the normal working hours as decided by BHEL. No compensation, in any form, shall be given by BHEL for such over stays beyond normal working hours or working on Sundays and holidays.

2.4.11 Bidders shall have to provide the Field quality assurance services on a continuous (daily) basis. In the event of the bidder not providing the required services on any day or for any period, pro-rata recovery shall be made from the contractor's monthly bills for such period. Also for any leave other than Casual Leave as mentioned above, pro-rata deduction shall be made from contractor's monthly bills. For this purpose i.e. for deduction or for part payment, if any, each month shall be considered to be of 30 days.

2.4.12 In case deputed FQAES goes on long leave (> 7 days) or leaves the services without informing BHEL, the contractor will have to make suitable alternative arrangements within 7 days of service interruption at his own cost, including travel expense. In case contractor fails to provide above-mentioned services 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.

2.4.13 Contractor shall ensure that payment and dues admissible to FQAES deployed are made by the last working day of every month, failing which BHEL reserves the right to make such payments and dues to FQAES . Such payments shall be back charged/ recovered from bills of the contractor or from security deposit/

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - II : Scope of Works

bank guarantee. On demand by BHEL, pay roll sheet giving details of all payments made to FQAEs, duly signed by contractor shall be furnished by the contractor.

- 2.4.14 BHEL reserves the right to terminate the above contract at any point of time without assigning any reason upon giving 30 days notice to the Contractor.

BHEL reserves the right to regulate strength of deployment of contractor's manpower as per requirements and/or to short close the contract. In such eventuality, 15 days notice shall be given by BHEL to the contractor and payment shall be made for the completed months or part there of on pro-rata basis. No other compensation will be given by BHEL.

- 2.4.15 In case the performance of the FQAEs is found to be unsatisfactory, his services shall be discontinued by BHEL and no payment shall be made against deployment of such unacceptable Engineer, from the date FQAE has been notified as unsatisfactory. Replacement of such persons will have to be arranged by the contractor within 15 days.

- 2.4.16 In case FQAEs are found to be indulged in malpractices, their services will be terminated with immediate effect without giving any notice. Also, in such cases, BHEL will have right to decide the payment to be given for services provided by such FQAEs. Replacement of such persons will have to be arranged by the contractor within 15 days.

- 2.4.17 In case, the contractor fails to provide FQAEs in time (due to absence of contractor's person, away from place of deployment); BHEL will have option to arrange the activities by other suitable agency. Additional cost of such agencies together with overhead charges as per BHEL policy will be borne by contractor, which shall be deducted from any sum payable to the contractor.

- 2.4.18 The contractor shall arrange for medical facilities and insurance for his FQAEs at their cost.**

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

SI.No	Description	Scope / to be taken care by	Remarks
		BHEL	Bidder
A	Reasonable office space with furniture	Yes	BHEL shall provide free of charge limited open space for office and store as and where made available by its customer
B	Suitable bachelor/ Family accommodation, whichever is applicable, (including free electricity and water supply),	Yes	
C	Local transport (on shared basis)	Yes	
D	All safety PPE equipments like Helmet, Safety Shoe etc	Yes	

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

NA

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

NA

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – VI: Time Schedule

TIME SCHEDULE

6.1 **Tentative Deployment Plan:** Tentative deployment plan for the FQAEs is given below;

Field Quality Assurance Engineers (FQAEs): Tentative deployment for year 2012-13 (First Year) shall be around 221 man-months. **The tentative deployment during the second year i.e. 2013-14 shall also be around 220 man-months.** The FQAEs may be deputed to any of the BHEL, PSNR Sites. However, a list of BHEL, PSNR Sites where the FQAEs are expected to be deployed during 2012-14 is as per **Annexure-A** to this NIT. The program of deployment/ Instructions for deployment to be obtained from Head/Quality, BHEL, PSNR, NOIDA. **Payment shall be made as per the actual deployment made as per BHEL requirement.**

Notes:

1. **Deployment period given above is only tentative/indicative. Actual nos. may vary according to actual requirement of BHEL and the contractor shall provide services as per BHEL's requirement. Additional requirement, if any, shall be met by contractor at the same rates, terms and conditions.**
2. **The deployment of FQAEs will vary as per actual requirement.**
3. **At particular site, all FQAEs might not be required at the same time.**
4. **Deployment of FQAEs shall be solely at the discretion of BHEL.**

6.2 **Field Quality Assurance Engineers (FQAEs):** The period of contract shall be for two years from the date of letter of intent. However, the contract can be extended for three months from the date of scheduled completion, at the same rate, terms & conditions at the sole discretion of BHEL. The Contract period for FQAEs can be reduced with prior notice period of ONE Month at sole discretion of BHEL.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VII: Terms of Payment

7.0 TERMS OF PAYMENT

- 7.1 Based on man months deployed and certification by Construction Manager at site, monthly payment will be made to the contractor on pro-rata basis.
- 7.2 It shall be the responsibility of contractor to obtain and submit certificate from BHEL authority regarding deployment of claimed man month.
- 7.3 The contractor shall submit his monthly RA bills with all the details required by BHEL on specified date every month covering progress of work in all respects and areas for the previous calendar month
- 7.4 The payment for running bills will normally be released within 30 days of submission of running bill complete in all respects with all documents. It is the responsibility of the contractor to make his own arrangements for making timely payments towards FQAE salary, statutory payments, outstanding dues etc and other dues in the meanwhile.
- 7.5 BHEL shall release payment through Electronic Fund Transfer (EFT)/RTGS. In order to implement this system, Contractor to furnish details pertaining to his Bank Accounts where proceeds will be transferred through BHEL's banker, as per prescribed formats:

Note: BHEL may also choose to release payment by other alternative modes as applicable

- 7.6 Paying Authority shall be the Construction Manager of the Site. Any change in the paying Authority shall be intimated to the Contactor accordingly.

7.7 Mobilization Advance

No mobilization advance is payable in this contract.

7.8 PRICE VARIATION AND OVERRUN CHARGES

The accepted rates shall remain firm throughout the execution period including extension period (if any) and no escalation/ revision shall be payable.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VIII: Taxes and Other Duties

8.0 TAXES, DUTIES, LEVIES

The contractor shall pay all taxes, fees, license charges, deposits, duties, tools, royalty, commissions or other charges (except service tax as mentioned in Clause No. 8.1) 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** on output services 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.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VIII: Taxes and Other Duties

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

The bidder who do not accept and comply with above provisions, are liable to be rejected against this tender.

8.2 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.

8.3 New Taxes/Levies

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

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

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-IX: Other Requirements

9.0 Insurance

9.1 It shall be the sole responsibility of Contractor to take insurance policies for the FQAEs against risks of accidents and injury while at work as required by the rules and make compensation if any.

9.1.1 If due to negligence and/ or non-observance of safety and other precautions by FQAEs, any accident/ injury occur to any other person(s)/ public, the contractor shall pay necessary compensation and other expenses, if so decided by the appropriate authority.

9.1.2 The contractor will take necessary precautions and due care to protect any material/ equipment/ hardware etc., while in custody of their FQAEs, from any damages/ loss till the same is taken over by BHEL/ returned/ handed over to BHEL or customer. BHEL reserves the right to recover loss from contractor, in case the damage/ loss is due to carelessness/ negligence on the part of FQAEs of the contractor. In case of any theft, while in custody of contractor's FQAEs, matter shall be reported to Police by the contractor immediately and copy of FIR and subsequent police investigation report shall be submitted to BHEL for taking up with insurance.

9.1.3 In case any surrounding property gets damaged due to negligence/ carelessness of contractor's FQAEs, the contractor shall submit necessary documents for lodging insurance claim as required by BHEL. BHEL, however, reserves the right to recover deductible franchise and also unsettled portion of insurance claim from the contractor.

9.2 Procedure for Contract Finalization & Selection of Parties:

- a. The tenderer shall quote the rates as per the rate schedule only, in part II price bid (Original). Conditional price bids or price bids with any deviation / clarification etc. are liable to be rejected. No cutting / erasing / over writing shall be done.
- b. Bidders shall quote their prices for the item in the Rate Schedule of FQAEs. BHEL may hold commercial negotiations with the lowest bidder of each item.
- c. The negotiated rate of the L1 bidder of each item will then be counter offered in sequence to L2, L3, L4...(low to high) for acceptance till a total of 2 parties

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(including lowest bidder) are available for finalization of rate contract at L1 negotiated rate for each item of the Rate Schedule.

- d. **Original lowest bidder for each item shall be given the bigger share @ 60% of the total business volume of the respective item. The second party accepting the negotiated lowest bid price shall be offered 40% of the total business volume of the respective item.**
 - e. In case for any item, none of party accepts the L-1 price, the lowest bidder shall be offered 100% share for the respective item.
 - f. Performance and Progress of the Vendor will be monitored and reviewed periodically.
- 9.3 Following clauses of GCC & SCC shall not be applicable for this tender:

In GCC: Clause No. 2.12, 2.15 & 2.17

In SCC: Clause No.: 4.1,4.2,5.0,6.0 & 9.0

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CHAPTER: X- ANNEXURES

ANNEXURE- A

TENTATIVE DEPLOYMENT PLAN OF OUTSOURCED FQAE IN PSNR SITES DURING 2012-14

Sl. No.	Site	Boiler ,Structure, Piping FQAE (BLR. +ESP/HRSRG, Piping, Ducting, Power House, structural building, fab, Bunkers, NDT)	Rotary Equipment FQAE (ST/GT/HT, Pumps, fans, Blowers, Compressors, Mills)	Civil	Total	Start date	End Date	Man-Months
1	Anpara-D	1			1	23-09-2012	22-01-2014	16
2	Anpara-D			1	1	23-09-2012	22-01-2014	16
3	Anpara-D		1		1	23-09-2012	22-01-2014	16
4	Chabbra-3&4	1			1	23-09-2012	22-07-2013	10
5	Chabbra-3&4		1		1	23-09-2012	22-07-2013	10
6	Bajaj, Lalitpur	1			1	15-08-2012	31-03-2014	19
7	Bajaj, Lalitpur		1		1	01-01-2013	31-03-2014	15
8	GVK, Goindwal	1			1	23-09-2012	22-06-2013	9
9	GVK, Goindwal		1		1	23-09-2012	22-06-2013	9
10	PRAGATI, BAWANA (2X750) EPC		1		1	23-09-2012	22-01-2013	4
11	PRAGATI, BAWANA (2X750) EPC			1	1	23-09-2012	22-01-2013	4
12	PRAGATI, BAWANA (2X750) EPC	1			1	23-09-2012	22-01-2013	4
13	JHAJJAR STPP 1,2&3 (3X500) BTG	1			1	23-09-2012	22-12-2012	3
14	RAMGARH (1X160) BTG	1			1	23-09-2012	22-12-2012	3
15	BARA PRAYAGRAJ STPP (3X660) BTG	2			2	23-09-2012	22-05-2014	40
16	BARA PRAYAGRAJ STPP (3X660) BTG		1		1	23-09-2012	22-05-2014	20
17	DEOSAR STPP (3X660) BTG	2			2	23-11-2012	22-09-2014	44
18	DEOSAR STPP (3X660) BTG		1		1	23-03-2013	22-09-2014	18

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8								
19	MARUTI, MANNESAR EXTN.(1X20) GT	1			1	23-09-2012	22-12-2013	15
20	BARH	1			1	23-09-2012	22-06-2013	9
21	R&M BATHINDA(120MW)	1			1	23-09-2012	22-03-2013	6
22	R&M BATHINDA(120MW)		1		1	23-09-2012	22-03-2013	6
23	R&M BATHINDA(120MW)			1	1	23-09-2012	22-03-2013	6
24	R&M HARDUAGANJ(120 MW)	1			1	23-09-2012	22-03-2013	6
25	R&M HARDUAGANJ(120 MW)		1		1	23-09-2012	22-03-2013	6
26	R&M Obra(120MW)	1			1	23-09-2012	22-04-2014	19
27	R&M Obra(120MW)		1		1	23-09-2012	22-04-2013	7
28	R&M Obra(120MW)		1		1	23-02-2013	22-07-2013	5
	Hydro Sites							
29	NHPC NIMO BAZGO(3X15MW)		1		1	23-09-2012	22-03-2013	6
30	NTPC KOLDAM (4X200MW)		1		1	23-09-2012	22-03-2014	16
31	NHPC PARBATI-III (4X130MW)		1		1	01-07-2012	31-03-2012	9
32	HPSEB UHL HP (3X33.3MW)		1		1	23-09-2012	22-07-2013	10
33	GVK SHRINAGAR UTTARAKHAND		1		1	23-09-2012	22-07-2013	10
34	RAMPUR HP (6X68.7MW)		1		1	23-09-2012	22-12-2013	15
35	TAPOVAN VISHNUGHAT (4X130MW)		1		1	23-09-2012	22-12-2013	15
36	KISHANGANGA HEP (3X110MW)		1		1	23-06-2013	22-09-2014	15
Total Manmonths for two years								441

NOTE: No. of Manmonths indicated above is tentative and is liable to vary depending upon the site requirement.

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ANNEXURE -I

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.

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ANNEXURE – II

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	

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ANNEXURE - III

FORMAT FOR E-PAYMENT DETAILS : - BHEL-PSNR-NOIDA

(To be given in Company letterhead)

Beneficiary Name :

Bank Name & Branch :

MICR Code (9 Digits) :

IFSC CODE :

(VALID FOR NEFT)

Beneficiary Account No. :

Beneficiary E-mail ID :

(For payment confirmation)

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UNPRICED RATE SCHEDULE

JOB: Rate Contract for “Providing Field Quality Assurance Engineers (FQAEs) at BHEL-PSNR Sites.”

SI. No	DESCRIPTION	Number of Man-months for Two Years (A)	Rate. per Engineer per month (In `) (B)	Total Amount (In `) (C) =AXB
1	Providing project Consultancy services for deployment of Field Quality Assurance Engineers(FQAEs), at BHEL-PSNR sites, as per scope and terms & conditions given in the tender specification inclusive of all taxes but exclusive of Services Tax.	441		

NOTES:

- a) No. of Man months indicated is tentative and is liable to vary depending upon the site requirement.
- b) This deployment plan is indicative and for guidance. It is not exhaustive.
- c) During the contract period more areas of work can be included. Additional man power as required shall be provided by the agency at the quoted rates.
- d) All personnel given in the deployment plan might not be required at the same time.
- e) Deployment of personnel shall be solely at the discretion of BHEL
- f) Evaluation of tender shall be done on the basis of total cost.