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TENDER SPECIFICATIONS

TENDER NO. BHEL/NR/SCT/RAMGARH/MATL HAND/698

FOR

Work of Handling and Unloading of GT Skid and other materials at RAMGARH CCPP of 1 x 182 TPH HRSG and Auxiliaries of 160 MW RAMGARH CCPP at Combined Cycle Power Plant of Rajasthan Rajya Vidyut Utpadan Ltd (RRVUNL) at RAMGARH, Rajasthan.

PART I – TECHNICAL BID



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)



ISO 9001-2000, ISO 14001 and
OHSAS 18001 certified
company
SubContract and Purchase
Deptt.

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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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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TENDER NOTICE

Sealed tenders are invited from the contractors fulfilling qualifying requirements for the Work of Handling and Unloading of GT Skid and other materials at RAMGARH CCPP of 1 x 182 TPH HRSG and Auxiliaries of 160 MW RAMGARH CCPP at Combined Cycle Power Plant of Rajasthan Raja Vidyut Utpadan Ltd (RRVUNL) at RAMGARH, Rajasthan.

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QUALIFYING REQUIREMENTS (QR):

SL. No.	CRITERIA
1.1	“ Tenderer who wish to participate should have carried out similar nature of work of handling and unloading of one GTG Frame V/ STG consignment of 20 MW Unit or higher rating using Sleeper & Jack method from tailor during last seven years, ending on last date of submission of bid.
NOTES	(a) If the qualifying work is completed in the seven (7) year period specified above, even if it has been started earlier, the same will also be considered meeting the qualifying requirements. (b) The word “executed” means, tenderer should have achieved the progress specified above even if the total contract is not completed/closed.
2.0	Tenderers should also have an average annual turnover of minimum of Rupees 60 lacs based on the audited accounts of last three financial years (2006-07, 2007-08 & 2008-09). Bidders shall submit audited annual accounts (balance sheets and profit & loss account) in support of this.

GENERAL NOTES:

- (i) The Tender Documents comprise of following;
 - (a) General Conditions of Contract
 - (b) Special Conditions of Contract, Tender Notice, Project Synopsis etc.
 - (c) Rate Schedule
- (ii) Tender Documents with complete details are hosted in this web page. Bidder(s) intending to participate may download the tender document from the web site.

Bidder(s) downloading the tender documents from the web site, shall remit **Rs.1000/- (Rupees One thousand only)** in the form of crossed demand draft (non-refundable), in favour of BHEL, NOIDA along with their offer.

- (iii) Bidder(s) can also purchase hard copy of tender documents from this office. Tender documents (non transferable) will be issued on all working days between 09.30 Hrs. to 12.30 Hrs within the sale period i.e **upto 16.04.2010** on payment of Rs.1,000/- (non-refundable) either in cash or by crossed demand draft in favour of BHEL, NOIDA. Request for issue of tender document should clearly indicate Tender No. and work.
- (iv) Tenders must be submitted to the undersigned in Room No. 104 **latest by 16.04.2010** before opening of technical bids commences. Technical bids shall **be opened at 15.30 Hrs. on 16.04.2010**.
- (v) Earnest Money Deposit (EMD): Refundable, Non-interest bearing **EMD of Rs. 40,000/-** shall be deposited by Account Payee Pay Order 'OR' Demand Draft in favour of "Bharat Heavy Electricals Limited" payable at Delhi/ NOIDA. Those bidders who have already deposited 'One Time 'EMD' of Rs. 2,00,000/- with BHEL, PSNR, NOIDA need not submit EMD with the present tender.
- (vi) Tenders not accompanied with Full Earnest Money Deposit, as indicated above, will not be considered.
- (vii) All corrigenda, addenda, amendments and clarifications to this Tender will be hosted in this web page and not in the newspaper. Bidders shall keep themselves updated with all such amendments.
- (viii) BHEL reserves the right to accept or reject any or all tenders without assigning any reason whatsoever.
- (ix) BHEL takes no responsibility for any delay/ loss of documents or correspondences sent by courier/ post.
- (x) **Unsolicited rebate/ discount shall not be accepted after bid opening.**
- (xi) **BHEL reserves the right to go for a Reverse Auction instead of Opening the submitted sealed bid, which will be decided after technical evaluation.** As such, the bidders should submit their best prices in the 'Sealed Price Bid'. However, bidders are required to confirm their acceptance of "General terms and conditions" governing RA specifically in their technical bid. The "General terms and conditions" governing RA are given in the SCC of the NIT. Bidders are also required to furnish following details in their techno-commercial bid, for this purpose (RA).

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

- a. Name and Designation of official
- b. Postal Address (Complete)
- c. Telephone Nos. (Land line & Mobile both)
- d. FAX No.
- e. E-mail address
- f. Name of Place/ State/ Country, wherefrom he will participate in the RA.

DGM/ SCP



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DOMESTIC NOTICE INVITING TENDER

LAST DATE OF SALE : 16.04.2010

DATE OF SUBMISSION : 16.04.2010

NIT NO. / NAME OF WORK**TENDER NO. BHEL/NR/SCT/RAMGARH/MATL HAND/698**

Sealed tenders are invited from the contractors fulfilling qualifying requirements for the Handling and Unloading of GT Skid and other materials at RAMGARH CCPP of 1 x 182 TPH HRSG and Auxiliaries of 160 MW RAMGARH CCPP at Combined Cycle Power Plant of Rajasthan Rajya Vidyut Utpadan Ltd (RRVUNL) at RAMGARH, Rajasthan.

NOTES

1. Purchase Preference will be given to CPSU as per Govt. Guidelines.
2. Please visit our website at www.bhel.com for details.
3. All corrigenda, addenda, amendments and clarifications to this Tender will be hosted in this web page and not in the newspaper

DGM / SCP

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Power Sector – Northern Region,
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PROCEDURE FOR SUBMISSION OF SEALED TENDERS:

The tenderers must submit their tenders as required in **two parts** in separate sealed covers **prominently superscribed as Part-I Technical bid and Part-II ,Price bid** also indicating on each of the cover tender specification no., date and time as mentioned in tender notice.

TECHNICAL BID (COVER-I)

Except **Price bid Part-II**, complete set of tender document consisting of General conditions of Contract, “Technical specification & Special terms and condition” (Part-I) issued by BHEL shall be enclosed in **Part I Technical Bid only**. All schedules, data sheets and details called for in the specification shall also be submitted along with technical bid. All details / Data / Schedules including offer letter duly signed and stamped are to be **submitted in duplicate**.

PRICE BID (COVER-II)

Tenderers may please note that price bid is **to be submitted only in original copy** of Tender i.e. Price bid (Part-II) issued by BHEL and no duplicate copy of same is required.

These Two separate covers i.e. cover I & II shall together be enclosed in a **third envelope (Cover-III)** and this sealed cover shall be superscribed with tender specification No., due date, time and submitted to officer inviting tender as indicated in tender notice on or before due date as indicated.

PROJECT SYNOPSIS

160 MW Ramgarh Combined Cycle Power Project

Rajasthan Vidyut Utpadan Nigam Limited (RRVUNL) is setting up 160 MW CCPP at Ramgarh. RVUNL has entrusted BHEL for Design, Engineering, Manufacturing, Supply, Transportation, Storage, Installation, Testing and commissioning of 1X 110 MW GTG, 1X50 MW STG, 1X182TPH HRSG packages along with their auxiliaries, 160 MW Combined Cycle Gas Based Thermal Power Plant, Stage-III, Ramgarh, Distt- Jaisalmer, Rajasthan.

The site location is 60 KM away from Jaisalmer on Jaisalmer-Ramgarh Road. Nearest Railway siding is available at Jaisalmer. Nearest Airport & Railhead is 60 KM.

Existing Units: Stage-1 GT-1 35.5MW and Stage-II GT-2 37.5 MW & STG 37.5MW.

All dispatches are expected by road.

Tenderers are advised to visit and acquaint themselves with site conditions before quoting. No compensation, whatsoever, shall be entertained on this account.

SECTION: III	
SPECIAL CONDITIONS	
34.0	GENERAL SCOPE OF WORKS
34.1	<p>BHEL has been awarded the work of Design, Engineering, Manufacturing, Fabrication, and supply of Main plant and equipments for 160 MW RAMGARH CCPP at Combined Cycle Power Plant of M/s Rajasthan Rajya Vidyut Utpadan Ltd (RRVUNL) at RAMGARH, Rajasthan comprising of 110 MW Gas Turbine Generator set, 50 MW steam generator set, Heat Recovery Steam Generator (HRSG) & associated auxiliaries and Power cycle Piping valves including C&I etc. These materials will be supplied from our manufacturing units located all over the country as well as our vendors located both in the country and abroad.</p> <p>The scope of work under this tender consists of taking delivery of plant materials and other equipments from transporters, unloading and stacking at site.</p> <ol style="list-style-type: none"> (1) Plant materials/equipments which consists of HRSG, GTG, STG, related auxiliaries etc. These materials shall be supplied from BHEL's manufacturing units located all over the country as well as BHEL's vendors located both in the country and abroad. (2) Various other equipment like cranes, tools, furniture being brought to the site to facilitate the site activities. <p>The delivery of these materials will mostly be inside the project campus.</p>
34.2	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 160 MW RAMGARH CCPP besides mentioned any where in the contract.
34.3	<p>Approx. weight to be handled is 1500 MT approx.</p> <p>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 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.</p> <p>Heavy Consignment - Gas Turbine Skid required to unload and handle using Sleeper & Jack method from tailor carrying GT skid (Approximate weight: 230 MT, Approx. Dimensions: 12.6X4.6X5.0 (LXWXH), Quantity – 1 (One No.)</p> <p>Note– Sleepers arranged by the contractor shall be left at site for three months or till the regular contract for Material handling comes into force (not exceeding beyond Five months).</p> <p>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.</p>
34.4	The Contractor is required to find out and follow up regularly with carriers,

	regarding arrival of consignments even prior to the receipt of, if any, and take delivery of the same on 'Indemnity Bond'. Indemnity Bonds would be executed by BHEL / Customer, when intimation regarding arrival of consignment is furnished by the Contractor.
34.5	Not Applicable
34.6	Not Applicable
34.7	The contractor has to ensure the unloading and removal of materials from unloading places within the permitted time. He has to ensure that the area is kept free and avoid jamming. Any loss to BHEL on this account shall be recovered from the contractor.
34.8	Not Applicable
34.9	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.
34.10	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.
34.11	It would be 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 of. 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 10 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.
34.12	In case of short delivery and non-delivery, immediate notice of loss shall be filed with the Railways / carriers at places of dispatch and destination as also at any intermediate station, if it is a different one, under intimation to BHEL authorities at site.
34.13	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 between the carriers godowns / weigh bridges and BHEL storage yards / store sheds / project site or during stacking, when the custody of the equipment is with the contractor.

34.14	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.
34.15	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.
34.16	The detention charges, if any, in the event of delay in unloading from the carrier, will be to contractor's account.
34.17	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.
34.18	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.
34.19	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.
34.20	If the contractor or his workmen shall break, deface injure or destroy any part of a building, road, kerb, 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.
34.21	BHEL-Power Sector (NR) is ISO 9001, ISO 14001, OHSAS 18001, ISO 27001 and SA-8000 certified company. Quality of work, to customer's satisfaction and system requirements is the essence of these certifications. The contractor in all respects will organize his work, systems, environment, process control documentation, tools, plant, inspection, measuring and testing equipments etc. as per instructions of BHEL engineer. The contractor shall also comply with applicable legislation and regulations

with regards to Health, Safety and Environmental aspects for minimizing risk arising from occupational health & safety hazards, controlling pollution and wastage. The Contractor will be responsible for Health, Safety & Environment management (HSE) at site for the construction activities to be carried out by them in accordance with requirements given under section I (a) of GCC and elsewhere in this tender document. The contractor, who is awarded the work, shall have to sign an MOU w.r.t. implementation of HSE conditions with BHEL (Safe Work Practices).

Contractor shall arrange for following provisions of HSE

1. Contractor has to maintain contact with local hospital having scanning & other ultra modern medical facilities required during emergency.
2. Contractor has to ensure pre employment medical check for all staff & workers.
3. Contractor has to ensure that adequate First Aid facilities are available at work site for emergency purpose.

34.22

The contractor will be responsible for Health, Safety & Environment management at site for the materials handling activities to be carried out by them. The contractor shall continuously take special care to ensure the safety and prevention of human and equipment accidents and maintain good sanitary conditions in and around the site. All the construction work and plant operation must be carried out in the safest possible manner. The Engineer reserves the right to stop any process which, in the Engineer's opinion, is being performed dangerously. In this case the contractor must immediately adhere the requisite safety precautions and any delays attributed to the work stoppage on this account shall not affect the agreed contractual finishing dates.

The contractor shall appoint dedicated full-time Qualified Safety Officers who shall have full authority to ensure that all necessary safety precautions are observed by the Contractor's employees and sub-contractors. These appointees shall have full responsibility for the safety of all personnel within the contractor's area of the works.

Some of the common safety rules to be followed during working are as follows :-

- No outsider is allowed to enter construction area without permission.
- No body is allowed to enter at construction site without Safety Shoe.
- Never enter work area without Safety helmet & chin strap in place.
- No climbing/working allowed without proper safety belt above 2 m. height.
- Do not exceed the speed limit of vehicles 25 Kmph within premises.
- No debris obstacles allowed on the roads & passages.
- To maintain record of all accidents/incidents. All accidents/incidents need to be reported to site Incharge & also need to be investigated (formats & procedure should be finalized)
- Do not walk on pipelines or false ceiling.
- Maintain good Housekeeping at work site.
- No photography/ Videography allowed without permission

- Infrastructure to be developed for carrying out jobs properly in a safe manner.
 - Site Safety training to be imparted to all workers & plan to be made to cover each and every worker for this training.
 - Tools box talk (5-15 minutes) by supervisor prior to commencement of any job on safety and house keeping.
 - Weekly co-ordination meeting of all Safety engineers with BHEL safety officer.
 - Monthly safety meeting with Site In-charges.
 - Reports: Weekly/monthly/annual HSE report format should be finalized.
 - All Safety equipment must be International standards & checked by Safety officer before use.
 - Bamboo/wooden Scaffolding material not allowed.
 - LPG cylinders not allowed for gas cutting.
 - Good House keeping. Separate waste bins to be used for flammable & non flammable material.
 - Safety awareness programs for workers by display of boards, posters, competitions, talks etc.
 - Deployment of Safety Supervisors for every 250 workers and part there of at work site.
 - Display of List of First Aid trained persons.
 - Testing certificates for lifting tools & tackle and inspection at regular intervals, besides thorough inspection prior using the same.
 - Provision & maintenance of fire extinguishers at construction site & material stores.
 - Display of emergency telephone numbers at various locations.
- Checking of tags of equipments like grinding machine, welding machine, gas cutting set etc. by supervisors before use.

34.23	<p>The contractor shall comply with following towards Social Accountability;</p> <p>(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.</p> <p>(b) The contractor shall not engage Forced/Bonded Labour and shall abide by abolition of Bonded Labour System(Abolition) Act, 1976.</p> <p>(c) The contractor shall maintain Health & safety requirement as stipulated in the Contract and Contract Labour(Regulation & Abolition) Act,1970.</p> <p>(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.</p> <p>(e) The Contractor shall abide the requirement of Contract Labour(Regulation & Abolition) Act,1970 for working hours.</p> <p>(f) The Contractor shall abide by the Statutory requirement of Minimum Wages Act 1948, payment of Wages Act 1936.</p> <p>(g) The Contractor shall arrange potable drinking water to its employees & workers.</p>
35.0	TOOLS AND PLANTS
35.1	<p>All T&Ps, which are required for successful and timely execution of the work covered within the scope of this tender, shall be arranged and provided by the contractor at his own cost in working condition. In the event of the failure of contractor to bring necessary and sufficient T&Ps, BHEL will be at liberty to arrange the same at the risk and cost of contractor including transportation cost of same from any of BHEL site / place and hire charges as applicable shall be deducted from contractor's bill. Decision of BHEL in this regard shall be final and binding on contractor.</p>
35.2	<p>All necessary lifting tackles, tools, wires ropes / slings of suitable capacities, distribution boards, connecting cables / welding cables, wire ropes, hoses etc. including temporary air/water/ electrical connections etc required for his operation, shall have to be arranged by the contractor at his own cost and in sufficient numbers. Availability of Fitness certificates of all T&P and tools and tackles is essential before being put to use. All such equipments shall be approved by the Engineer, before these are actually used for the works. However such approvals shall not relieve the contractor of his responsibilities</p> <p>Cranes and transport vehicles which will be normally required to be deployed by the contractor for the execution of this work is indicated in the Annexure-I. All the material handling equipment of the contractor shall have valid permit renewable from time to time for operation in working areas / project sites etc and transportation in respective states. All supervision and labour required for maintenance and attending breakdowns shall be arranged by the contractor at his own cost.</p>

35.3	Consolidation of ground and arrangement of sleepers/ sand bag filling etc for safe operation / movement of equipment including cranes / trailers etc shall be the responsibility of the contractor at his cost.
35.4	Contractor shall ensure deployment of serviced and healthy T&Ps including cranes, lifting tackles, wire rope, Manila rope, winches and slings etc. History card and maintenance records for major T&Ps will be maintained by the contractor and will be made available to BHEL Engineer for inspection as and when required. Identification for such T&Ps will be done as per BHEL Engineer's advice.
35.5	BHEL shall have lien on all T&Ps & other equipment of the contractor brought to the site for the purpose off execution of contract. BHEL shall continue to hold the lien on all such items throughout the period of Contract. The Contractor and/or his Sub-contractors, without the prior written approval of the Engineer, shall not remove any material or equipment brought to the Site.
35.6	The month wise T&P deployment plan to be submitted as per format (at Annexure-D to General Conditions of Contract) is only to assess the capability as well as understanding of the contractor to execute the work. It shall be the contractor's responsibility to deploy the required T&P, for timely and successful completion of the job, to any extent over and above those indicated in the above deployment plan (including those which are not covered in the plan submitted) without any compensation on this account.
35.7	Under this contract , the Contractor shall deploy all the Tools and Plant required to complete the works for the total period of the contract including the extended period within the accepted rates.
36.0	LABOUR & SUPERVISORY STAFF
36.1	The contractor shall engage experienced supervisory staff and especially skilled labour e.g. crane operators, heavy-duty vehicle driver, sarangs, riggers, khalasis, etc. for works under this contract.
36.2	The supervisory staff employed by the contractor shall ensure proper out-turn of work and discipline on the part of the labour put on the job. The contractor in general shall ensure that the works are carried out in a safe and proper manner and in coordination with the staff of transporters and staff employed directly by BHEL or other contractors of BHEL or BHEL's client / other agency.
36.3	It shall be the responsibility of the contractor to ensure safe lifting of the equipment taking due precautions to avoid any accident and damage to other equipment and personnel. The Contractor shall be liable for all accidents, damages etc. to personnel and equipment etc. during the execution of the work.

36.4	The work shall be executed under the usual conditions like rain, insufficient space, improper approach roads etc. affecting major power plant construction and in conjunction with numerous other operations at site. The contractor and his personnel shall cooperate with other personnel. The contractor will coordinate his work with others and proceed in a manner that shall not delay or hinder the progress of work as a whole.
36.5	The month wise manpower deployment plan to be submitted as per format (at Annexure-C to General Conditions of Contract) is only to assess the capability as well as understanding of the contractor to execute the work. It shall be the contractor's responsibility to deploy the required manpower, for timely and successful completion of the job, to any extent over and above those indicated in the above deployment plan (including those which are not covered in the plan submitted) without any compensation on this account. The contractor shall identify separate persons at site for quality control and safety.
37.0	FACILITIES TO BE PROVIDED BY BHEL/CONTRACTOR
37.1	All the facilities such as accommodation, transportation, medical facilities, safety appliances, water and electricity, fooding and other labour obligations in compliance to prevailing regulatory and statutory obligations etc. with regards to their personnels is the responsibility of contractor. On completion of work or as and when required by BHEL, all the temporary buildings, structures etc. shall be dismantled and leveled and debris shall be removed as per instruction of BHEL by the contractor at his cost. In the event of his failure to do so, it will be got done at his risk and cost, and expanses incurred shall be re-covered from the contractor along with prevailing overhead. The decision of BHEL Engineer in this regard shall be final.
38.0	TIME SCHEDULE
38.1	The contractor is required to commence the work within one week or earlier as required by BHEL 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.
38.2	Major materials as covered within the scope of this tender are likely to be received in stages from the actual date of start of work. The Contractual work shall be handled for <u>3 months</u> or till the regular contract for Material handling comes into force (not exceeding beyond Five months of issuing LOI). Beyond three months from the date of LOI, BHEL at its discretion may extend the contract upto two (2) months on the same rate and terms & conditions. In case of any further extension, the rates shall be mutually discussed & finalized. The scope of work under this contract is deemed to be completed, when so certified by the Engineer.
39.0	PRICE VARIATION
39.1	The rate quoted by tenderers shall remain firm during contract period and

	extended period, if any.
40.0	TAXES , DUTIES AND OCTROI CHARGES
40.1	TDS under Income Tax, Sales Tax, Vat etc , if any, shall be deducted at prevailing rates on gross invoice value from the running bills unless Exemption Certificate from appropriate Authority / Authorities is furnished.
40.2	Price quoted shall be inclusive of all taxes, duties except service tax. The service tax, <u>as legally leviable & payable by the contractor</u> under the provisions of applicable law/act, shall be paid by BHEL as per contractor's bill. However, contractor shall have to submit proof of service tax deposited by them immediately after the deposit but not later than the <u>next bill submitted</u> after the due date of deposit. The contractor shall furnish proof of Service Tax registration with Central Excise Division covering the services covered under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by contractor on BHEL for this project The contractor shall obtain prior approval of BHEL before billing the service tax amount.
40.3	Contractor shall get his organization registered with concerned <u>sales tax/VAT</u> authorities within 15 days of award of this contract, if applicable. The delay on this account and delay in bringing the material shall be to contractor's account and no extension of time shall be allowed on this account. The <u>sales tax/VAT</u> registration for this contractor shall be forwarded to BHEL within 30 days from the date of LOI. In case the contractor is already registered for <u>sales tax/VAT</u> with Govt. Authorities he must quote his registration no, while submitting their tender.
40.4	Contractor has to make his own arrangement at his cost for completing the formalities, if required, with Sales Tax Authorities, for bringing his materials, plants and equipment at site for the execution of the work under this contract. No road permit shall be issued by BHEL for contractor's materials/equipments.
40.5	OCTROI, if any, payable on BHEL's consignments will have to be initially paid by the contractor and necessary reimbursement claimed from BHEL duly supported by documentary proof. Whenever the amount payable in one particular case is more than Rs. 5000/-, the contractor may request BHEL well in time to issue cheque / draft in favor of authorities.
41.0	TERMS OF PAYMENT
41.1	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.
41.2	Contractor shall also 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.
41.3	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.
41.4	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:
41.5	95 % FOR ITEM NO 1 OF RATE SCHEDULE
41.5.1	<p>95 % (Ninety five percent) payment of the executed quantities shall be released after the materials are unloaded & stacked and subject to furnishing of following information along with the bills as per above clause.</p> <ol style="list-style-type: none"> 1. Material transporting vouchers stating work order and quantity of material for each consignment. 2. Shortage report / open delivery taken w.r.t LWB, if any and acceptance thereof by Railway authorities/ transporters. 3. Proof of claim lodged with transporters in respect of above shortage / open delivery. 4. Material management forms duly filled and certified by the Engineer.
41.6	95 % FOR ITEM NO 2 OF RATE SCHEDULE
41.6.1	95 % (Ninety five percent) payment of the executed quantities shall be released after the Gas Turbine Skid is unloaded & handled as per instructions of the Engineer and on submission of forms duly certified the Engineer.
41.7	BALANCE 5% PAYMENT AGAINST ALL THE ITEMS OF THE RATE SCHEDULE
41.7.1	The 2.5% of Final contract value (worked out based on actual work carried out) shall be payable on completion of all pending works which includes settlement of outstanding issues with Carriers.
41.7.2	The balance 2.5% of final contract value will be payable on submission and passing of Final bill. The certificate of Engineer regarding such approval and passing of sums shall be final and conclusive against the contractor.
42.0	RATE SCHEDULE
42.1	Contractor shall fully understand equipment description and scope of work before quoting. The scope of work and responsibility of the contractor as mentioned under these specifications shall be covered within the quoted rates.
42.2	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 / erasures/ over writing shall be done.

42.3	N A
42.4	The tenderers are required to quote for all the items of the rate schedule.
43.0	INSTRUCTIONS TO TENDERER
43.1	Offers received without data/ information required to be submitted under tender clauses-11.1 to 11.11 are liable to be rejected. Documentary evidences should duly support all these data/ information.
43.2	No deviations to the tender conditions will normally be accepted.
43.3	The tenderer are advised to actually visit the site and fully acquaint themselves with site conditions, transportation routes, various distances, facilities, Local taxes, toll charges and levies, local labour minimum wages & prevailing wage agreements at site, quantum of work etc., before quoting their rates for this work. BHEL shall not be responsible in any way for non-familiarization of site conditions.
43.4	Once the tenderer has quoted for the work, it is implied that he has ascertained various site conditions, transportation routes and distances, etc. as per above clause. No claim whatsoever will be entertained by BHEL on any such account.
43.5	The contractor in the event of this work awarded to him, shall establish a site office at site and keep posted an authorized, responsible officer who should hold a valid power of attorney.
43.6	For the purpose of the contract. Any order or instruction of the Engineer or his duly authorized representative shall be communicated to the contractor's representative at site office and the same will be deemed to have been communicated to the contractor at his legal address.
44.0	PERFORMANCE GUARANTEE:
44.1	Irrespective of provisions in tender else where, in view of nature of work, performance guarantee is not required under this contract.
45.0	OTHERS :
45.1	Security Deposit:- The contractor shall submit Security Deposit within 15 days from the date of issue of LOI as per clause no. 16.2 of the General Conditions of Contract (GCC). In case the contractor opts to furnish Bank Guarantee as a part of Security Deposit, the BG shall be issued as per the Performa enclosed as per Annexure-H of the GCC and also that the BG should be issued preferably through any of the Member Banks listed on Page No. 34(a) of the GCC; For BG through any other Nationalized Bank (Not covered in the list of Member Banks of GCC), the discretion of its acceptance shall lie solely with BHEL.

45.2	In case of any contradiction between General Conditions of Contract (GCC) and Special Conditions of Contract (SCC), the latter shall prevail.
45.3	Not Applicable
45.4	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. BHEL reserves the right to reject the bidders with unsatisfactory past performance in the execution of a contract. BHEL's decision in this regard shall be final & binding.
45.5	Unsolicited rebate/discount shall not be accepted after bid opening.
45.6	INSURANCE: Besides provisions under clause no. 29.0 of GCC regarding insurance, the following shall also be applicable. The contractor shall also take care of the same while submitting their offer.
45.6.1	Insurance for all materials pertaining to the Contractor (T&Ps, Construction Materials etc.) during transit, storage and during construction shall be in his (Contractor's) scope.
45.6.2	The Contractor shall provide insurance cover to all persons employed/engaged by him throughout the period of Contract, including the extended period, if any.
46.0	LIQUIDATED DAMAGES(LD)
46.1	For delay in completion of work attributable to the contractor, the LD shall be applicable at the rate of ½% of the contract value per week of delay or part thereof limited to a ceiling of 10% of the contract value as mentioned under clause no.25.5 of the GCC of the tender.

ANNEXURE-I**INDICATIVE LIST OF MAJOR T&P TO BE PROVIDED BY CONTRACTOR FOR EXECUTION OF TENDERED WORKS FOR MOST DURATION OF THE CONTRACT**

S.NO.	EQUIPMENT	CAPACITY	QTY
1.	HYDRA	12/18MT	01 Nos

NOTES:

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.
2. All fuels, lubricants & other consumables shall be provided by the contractor with in the final accepted rates.
3. Jacks – 100T (5 Nos/ as reqd.), steel ropes / slings, pulleys, D-shackles, Sleepers (minimum 500 Nos or as reqd.), max pullers, rails etc required for unloading of heavy consignment – GT Skid to be arranged by contractor at his own cost.

ANNEXURE-II

CERTIFICATE OF DECLARATION FOR CONFIRMING THE KNOWLEDGE OF SITE CONDITIONS

We,.....Hereby declare and confirm that we have visited the project site under the subject namely,and acquired full knowledge and information about the site conditions, wage structure, Industrial climate and total work involved. We further confirm that the above information is true and correct and we will not raise any claim of any nature due to lack of knowledge of site condition.

Tenderer's Name and Address.

Place:

(Signature of the Tenderer's With stamp)

Date:

ANNEXURE-III

NON DISCLOSURE AGREEMENT

Memorandum of Understanding

BHEL PSNR is committed to Information Security Management System as per Information Security Policy.

M/s.....

providing.....service to BHEL PSNR, Noida hereby undertake to comply with the following in line with Information Security Policy of BHEL PSNR;

- To maintain confidentiality of documents & information which shall be used during the execution of the Contract.
- The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL PSNR.

(
M/s BHEL, PSNR)

(
M/s.....)

ANNEXURE-IV**FORMAT FOR E-PAYMENT DETAILS : - BHEL-PSNR-NOIDA**

(To be given in Company letterhead)

Beneficiary Name :

Bank Name & Branch :

M ICR Code (9 Digit) :

IFSC CODE :
(VALID FOR NEFT)

Beneficiary Account No. :

Beneficiary E-mail ID :
(for payment confirmation)

ANNEXURE - V**FORMAT OF UNDERTAKING**
(To be submitted in the bidder's letter head)

REF:

Dt.

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

Sub.: Work of Handling and Unloading of GT Skid and other materials at RAMGARH CCPP of 1 x 182 TPH HRSG and Auxiliaries of 160 MW RAMGARH CCPP at Combined Cycle Power Plant of Rajasthan Rajya Vidyut Utpadan Ltd (RRVUNL) at RAMGARH, Rajasthan.

Dear Sirs,

With reference to above, this is to confirm that as per tender conditions, we have visited Ramgarh site before submission of our offer and noted the job content & site conditions etc.

We also confirm that we have not changed / modified the tender documents as appeared in the website and in case of observance at any stage, it shall be treated as null and void. We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT and confirm our acceptance to reverse auctioning process and we hereby convey our unqualified acceptance to all terms and conditions as stipulated in the tender and NIT. In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void.

We confirm to have submitted offer strictly in accordance with tender instructions.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized representative of the bidder)

ANNEXURE – VI**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 will 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 - VII**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	

ANNEXURE-VIII**UNPRICED RATE SCHEDULE**

Sl. No.	Description of Work	Rate in Rupees (In figures and words)	Amount in Rupees (In figures and words)
1	Rate in Rupees per MT for Material Handling of Plant materials/ equipments as defined in this tender specification in respect of all items from Trucks / Trailers and other vehicles directly coming to site / store sheds / storage yard. (Approximate weight to be handled 1300 MT)		
2	Lumpsum Price (L.S) for Gas Turbine Skid (Approximate weight: 230 MT Approx.Dimensions:12.6X4.6X5.0(LXWXH) Quantity–One No.) Using all resources as required to unload and handle using Sleeper & Jack method from tailor carrying GT skid: Jacks – 100T (5 Nos/ as reqd.), steel ropes / slings, pulleys, D-shackles, Sleepers (minimum 500 Nos or as reqd.), max pullers etc.	L.S	L.S

Notes:

1. The rate shall be entered in figures as well as in words. In case of difference in rates between words and figures, the lesser of the two will be treated as valid rate.
2. The quantities indicated against each item above are tentative and are liable to vary depending upon the site requirement. The contractor has to carry out Loading & Unloading of actual quantities as per advice of BHEL Engineer and accordingly the final contract price shall be worked out.

(Seal & Signature of Tenderer)