



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

TCN - 01

Ref: PSER:SCT:SAL-M1799:TCN-01

Date: 02-02-2017

Sub	Tender change notice (TCN) 01	
Job	Material management work of balance equipment of boiler & aux, TG & aux, electrical system, C&I system, non-BHEL system, construction equipment etc for 3x250 MW units at Bongaigaon TPS, Salakati, Assam.	
Ref	1.0	Tender no PSER:SCT:SAL-M1799:17.
	2.0	BHEL's NIT, vide reference no PSER:SCT:SAL-M1799:5429, Dated 20-01-2017.
	3.0	All other pertinent issues till date.

With reference to above, following points/ documents, relevant to tender, may please be noted and complied with while submitting offer.

- 1.0 Revised Volume-IF, Rev-01, TCC & superseding earlier version issued earlier along with NIT.
- 2.0 Revised 'No deviation certificate' as per enclosed Annexure-2. Bidder shall submit no deviation certificate as per enclosed format only.
- 3.0 All other terms & conditions shall remain unchanged.

Thanking you,

Yours faithfully,
for BHARAT HEAVY ELECTRICALS LTD

ENGR (SCT)

Encl : As above.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SECTOR-II, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : 23211691, 23211798, 23211796

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These special conditions shall be construed as part of tender document and shall be read along with general conditions of contract (GCC) and other volumes of tender. In case of any conflict or inconsistency between GCC, other volumes and these special conditions contract (SCC), the same shall be brought out by the bidder in writing to BHEL for clarification with stipulated date & before due date of submission of offer, failing which most stringent interpretation/ clause in favour of BHEL shall be adopted and the same shall be binding to the bidder.

CLAUSE NO	DESCRIPTION
1.0	PROJECT SYNOPSIS AND GENERAL INFORMATION Project name: Bongaigaon Thermal Power Project No of units x capacity: 3x250 MW Project setting up by: National Thermal Power Corporation Project location: Place – Bongaigaon, District – Kokrajhar, State - Assam Nearest railway station: Salakati Distance of project location from the railway station: 2.0 KM (approximately). Nearest major town: Bongaigaon. Distance of the town from the project site: 40 KM. Nearest commercial airport: Guwahati. Distance of airport from the project site: 200 KM.
2.0	SITE VISIT The bidder should visit project site and acquire full knowledge & information about the conditions prevailing at site and in & around the plant premises, together with all statutory, obligatory, mandatory requirements of various authorities before submission of offer.
3.0	NAME OF WORK Receipt, unloading from trucks/ trailers, shifting to site stores/ storage yard, verifying, stacking, preservation, issue & handing over of balance equipment/ materials of boiler & auxiliaries, TG & auxiliaries, electrical system, C&I of boiler & TG, piping, insulation, CW pipes, FGD, construction equipment and various other items, materials/ components & providing services for materials management for 3x250 MW units at Bongaigaon TPS, Salakati, Assam.
4.0	SCOPE OF WORK
4.1	Receipt, unloading from trucks/ trailers, shifting to site stores/ storage yard, verifying, stacking, preservation, issue & handing over of balance equipment/ materials of boiler & auxiliaries, TG & auxiliaries, electrical system, C&I of boiler & TG, piping, insulation, pipes, FGD, construction equipment and various other items, materials/ components & providing services for materials management.
4.2	The work to be performed under this specification consists of providing all labour, materials, consumables, equipment, temporary works, transportation/handling and all incidental items not shown or specified but reasonably implied or necessary for the completion of subject scope, all in strict accordance with the specifications including revisions and amendments thereto as may be required during the execution of work.
4.3	All materials/ components pertaining to generating units, auxiliaries, piping, miscellaneous plants & equipments, panels, cables and other electrical equipments, oil drums, tools, plants or any other items & equipments meant for erection, commissioning, office equipments/ furniture and miscellaneous items. Contractor to use his own cranes, tractor/ trailers, trucks, lorries, slings, jacks, lifting tackles etc and any other equipments for this job. Handling of equipments for verification of components including opening of cases/ crates/ boxes and repacking/ stacking after verification shall also be the responsibility of the contractor. Compliance with statutory obligations as well as any other requirements/ provisions with respect to contractor's manpower equipment including insurance, medical facilities, minimum wages, safety requirements, accommodations etc. to be the responsibility of the contractor.
4.4	The contractor shall make data entry in computer & maintain computerized records for receipt & issue of materials, issued to BHEL's vendors and returned by BHEL's vendors in BHEL's standard format. Suitable soft & hard copy to be maintained as a

	back up.
4.5	The contractor shall stack the materials as per grid plan of BHEL, maintain proper 'house keeping', maintain and upkeep entire storage area and passage for smooth material handling as per BHEL instructions.
4.6	For storage of materials, open storage yard, covered and semi covered store will be provided by BHEL.The contractor will also have to clean the storage area of any vegetation from time to time till completion of this contract. Bidder must inspect the site before submitting their offer, for proper assessment of the work involved.
4.7	Under the scope of this tender, it shall be the responsibility of contractor to provide facilities to open the package in the presence of BHEL engineer, verifying the same, re-packing wherever & whenever required, properly stacking them as may be directed by BHEL, so as to facilitate proper handling, receipt position, stock taking etc. The rate quoted by bidder shall be deemed to have included such provisions.
4.8	The contractor shall raise MDR & monthly MIR pertaining to material management in consultation with BHEL engineers.
4.9	The contractor shall assist BHEL in raising insurance claim in case of damage, short supply, theft or any other cause in consultation with BHEL engineers and assist during survey work by the surveyor of insurance company.
4.10	All quality standards, tolerances, welding standards & other technical requirements shall be strictly adhered to. The Bidder shall fully apprise himself of the prevailing conditions at the proposed site, climatic conditions including monsoon pattern, soil conditions, local conditions and site specific parameters and shall include for all such conditions and contingent measures in the bid, including those which may not have been specifically brought out in the specifications.
5.0	DEVIATIONS/CLARIFICATIONS The bidder is required to submit with his offer in the relevant schedule/ format without any ambiguity. Any assumptions, presumptions, deviations etc indicated or implied anywhere by the bidder except those indicated in the deviation schedule/ format will not be recognized and will not form a part of consideration/ offer. In the absence of such filled-up schedule/ format it will be understood and agreed that the bidder's offer is based on strict conformance to the specification and no negotiation would be allowed in this regard. BHEL reserve the right not to recognize any/ all deviations submitted after opening of the bid.
6.0	DEWATERING Contractor shall ensure at all times that his work area & approach/ access roads are free from accumulation of water, so that the materials are safe and the erection/ progress schedule are not affected. No separate claim in this regard shall be admitted by BHEL. No separate payments for dewatering of subsoil, surface water or catchments water, if required, at any time during execution of the work including monsoon period shall be considered by BHEL. The open storage yard allocated to the contractor shall be kept clear of fresh growth of vegetation.The contractor shall deploy necessary manpower to clear such grass & bushes from the storage area within the quoted price.
7.0	QUALITY CONTROL & QUALITY ASSURANCE Contractor's engineers & supervisors shall be adequately qualified and also inclined to do a quality job. The quality assurance engineer shall co-ordinate all aspects of quality control, inspection, implementation of quality assurance procedures laid down in Quality Plan and technical specification by BHEL. He shall fill up quality assurance log sheets/ formats and submit to BHEL for joint inspection & acceptance. The contractor shall fill up, maintain & preserve the quality records in computerized media. BHEL's/ customer's authorized representative shall be given free access at all time to such quality related records etc for inspection, review etc.
8.0	QUALITY ASSURANCE PROGRAMME
8.1	The contractor shall arrange for suitable quality assurance programme to control all activities pertaining to the scope of work, as necessary. Such programs shall be outlined by the contractor and shall be finally accepted by BHEL.A quality assurance programme of the contractor shall generally cover the following.

8.1.1	Organization structure and qualification data for key personnel of the contractor for the management and implementation of the proposed quality assurance programme.
8.1.2	The procedure for source inspection, incoming raw material inspection, verification of material purchased etc.
8.1.3	System for maintenance of records.
8.2	General requirements – quality assurance All materials, components and equipments covered under the specification shall be procured, manufactured, erected, commissioned and tested, as applicable, at all stages as per comprehensive quality assurance programme.
8.3	Field quality plan will detail out the quality practices and procedures etc to be followed by the contractor's site quality control organization, during various stages of site activities from receipt of material/equipment at site.
8.4	BHEL/ customer reserve the right to carry out quality audit and quality surveillance of the systems and procedures of contractor's quality management. Contractor shall provide all necessary assistance to enable BHEL/ customer to carry out such audit.
8.5	Quality audit/approval of the results of test and inspection will not prejudice the right of BHEL/ customer to reject an equipment service not giving desired performance and shall not in no way limit the liabilities & responsibilities of contractor in earning satisfactory performances of equipment/service as per specification.
8.6	Repair/rectification procedure to be adopted to make any job acceptable shall be subject to the approval of BHEL/ customer.
9.0	PROJECT MANAGEMENT/ CONSTRUCTION MANAGEMENT To meet the need of construction management at site, contractor shall provide the following services within quoted/ accepted rates.
9.1	deleted
9.2	PROGRESS REPORTING
9.2.1	The bidder shall submit daily, weekly and monthly progress reports for work force, materials reports, consumables (gases/ electrodes) report and other reports as per pro-forma considered necessary by BHEL. In case of any failure on contractor's part to comply with this, BHEL may at its discretion, consider to withhold part payment against their RA bills.
9.2.2	The progress report shall indicate the progress achieved against planned with reasons indicating delays, if any, and shall give the remedial actions which the contractor intends to take to make good the slippage or lost time, so that further works again proceed as per the original program and the slippages do not accumulate and effect the overall program.
9.2.3	The daily work force reports shall clearly indicate the work force deployed, category-wise specifying also the activities in which they are engaged.
9.2.4	Weekly progress review meetings will be held at site during which actual progress during the week vis-à-vis scheduled program shall be discussed or actions to be taken for achieving targets. For discussions, the contractor shall present program of subsequent week. The contractor shall constantly update/ revise his work program to meet the overall requirement.
9.2.5	Periodic progress reviews on the entire activities of execution in respect of supply and works in scope of bidder will be held once in a month at Kolkata/ site. These meetings will be attended by reasonably higher officials of the contractor and will be used as a forum for discussing all areas where progress needs to be speeded up. The contractor shall be further responsible for ensuring that suitable steps are taken to meet various targets decided upon such meetings.
9.2.6	Two sets of color photographs in addition to colour photographs in the monthly progress report (Matt paper, post card size for each area per month of the contract execution period) depicting progress of the work, as directed by BHEL site engineer is to be arranged by the successful bidder at his own cost.
9.2.7	Successful bidder has to provide for electronic/ computerized storing and re-production/ printing/ plotting of various data, log sheets, protocols, measurements etc. These may be stored in CD (as per requirement) and handed over to BHEL as per requirement.
9.3	SITE ORGANIZATION
9.3.1	The contractor shall maintain a site organization of adequate strength in respect of

	manpower, construction machinery and other implements at all time for smooth execution of the contract headed by a competent construction manager for site operations with sufficient level of authority to take site decisions. The contractor will submit organization chart (showing the name of Site-In-Charge) with individual bio-data indicating various levels of experts to be posted for supervision in the fields of supervision and execution, quality of preservation & conservation, material management of various areas viz. boiler, TG, C&I etc, planning, safety, etc. The organization shall be reinforced from time to time, as required to make up slippage (if any) from the schedule without any commercial implication to BHEL. The organization chart is to be submitted within 10 days from the date of LOI.	
9.3.2	Following (minimum) engineering manpower with power plant construction background to be deployed at site by successful bidder for their day to day supervision etc.	
9.3.2.1	Material supervisors for material receipt, stacking, issue job.	Supervisor - 1nos
9.3.3	deleted	
9.3.4	BHEL reserve the right to reject or approve the list of personnel proposed by the contractor. The persons whose bio-data have been approved by BHEL will have to be posted at site and deviation in this regard will not be permitted unless specific & reasonable justification is made.	
9.3.5	deleted	
9.3.7	The contractor should also submit to BHEL for approval a list of T&Ps along with their fitness certificates. The tools & tackles shall not be removed from site without written permission of BHEL.	
9.4	CONSTRUCTION MANAGEMENT	
9.4.1	The contractor is liable to furnish all documentary evidences towards payment of statutory taxes, levies, dues etc. as and when required by BHEL.	
9.4.2	Contractor to submit indemnity bond to BHEL/ customer in the prescribed format as per requirement for the tendered scope of work.	
9.5	WORK & SAFETY REGULATIONS	
	REFER DOCUMENT NUMBER : HSEP:14 DATED: 12.08.2014	
10.0	MATERIAL HANDLING	
10.1	All the equipments to be handled under the contract and arriving at site shall be promptly received, unloaded and transported and stored in the storage spaces by the contractor.	
10.2	Contractor shall be responsible for examining all the shipment & notify BHEL immediately of any damage, shortage, discrepancy etc for the purpose of employer's information. The contractor shall submit to BHEL every week a report detailing all the receipts during the week. However, the contractor shall be solely responsible for any shortages or damage occurred to the material during handling in transit, handling and/ or in storage of the equipment at site. Any demurrage, wharfage and other such charges claimed by the transporters, railways etc shall be to the account of the contractor.	
10.3	The contractor shall maintain an accurate and exhaustive record, detailing out the list of all equipment received by him for the purpose of erection and keep such record open for the inspection of BHEL.	
10.4	All equipment shall be handled very carefully to prevent any damage or loss. No bare wire ropes, slings, etc shall be used for unloading and/ or handling of the equipment without the specific written permission of BHEL. The equipment stored shall be properly protected to prevent damage either to the equipment or to the floor where they are stored. The equipment from the store shall be moved to the actual location at the appropriate time so as to avoid damage of such equipment at Site.	
10.5	All electrical panels, control-gears, motors and such other devices shall be properly preserved before they are issued to erection vendor. Motor bearings, slip rings, commutators and other exposed parts shall be protected against moisture ingress and corrosion during storage and periodically inspected. Heavy rotating parts in assembled conditions shall be periodically rotated to prevent corrosion due to prolonged storage. All the electrical equipment such as motors, generators, etc. shall be tested for insulation resistance at least once in three months from date of receipt till the date of commissioning and a record of such measured insulation values	

	maintained by the contractor. Such records shall be open for inspection by BHEL.
10.6	The consumables and other supplies likely to deteriorate due to storage must be thoroughly protected and stored in a suitable manner to prevent damage or deterioration in quality by storage.
10.7	All the materials stored in the open or dusty location must be covered with suitable weatherproof and flameproof covering material wherever applicable.
10.8	If the materials belonging to the contractor are stored in areas other than those earmarked for him, BHEL will have the right to get it moved to the area earmarked for the contractor at the contractor's cost.
10.9	The contractor shall be responsible for storage of all equipment, which require indoor storage. Normally, all the electrical equipments such as motors, control gear, generators, exciters and consumables like, electrodes, lubricants etc shall be stored in the closed storage space. BHEL, in addition, may direct the contractor to move certain other materials, which in his opinion will require indoor storage, to indoor storage areas, which the contractor shall strictly comply with.
10.10	The consumables and other supplies likely to deteriorate due to storage must be thoroughly protected & stored in a suitable manner to prevent damage or deterioration in quality by storage.
11.0	SPECIAL CONDITIONS FOR UNLOADING AND TRANSPORTATION WORKS
11.1	Responsibility of the contractor and scope of work.
11.2	It would be the responsibility of the contractor to keep in constant contact with the BHEL authorities at site to find out the arrival of the consignments. The lorry waybill/ truck waybill for consignments would be handed over to the contractor immediately on receipt.
11.3	The contractor is also required to find out from concerned authorities, regarding arrival of consignment prior to the receipt of consignment note, if any, and take delivery of the same on 'Indemnity Bond'. Indemnity Bonds would be executed by BHEL, when intimation regarding arrival of consignments is furnished by contractor.
11.4	Payment of all demurrages/ wharfages that result due to contractor's fault/ delay would be the responsibility of the contractor and to their account. If BHEL have to make payment of demurrage/ wharfages together with the freight the amounts so paid as demurrages/ wharfages for the reasons stated above shall be recovered from the bills of the contractor.
11.5	It would be the responsibility of contractor to examine the packages, consignments etc., on arrival and bring to the notice of transport authorities and BHEL authorities regarding loss/ damages, if any observed in the consignments proposed to be taken delivery of, before taking delivery, particularly of consignment in 'smalls' the weight of the packages and any discrepancies shall be reported immediately to BHEL/ transport authorities. In case, it becomes necessary to take open delivery from the authorities contractor should make all arrangements from taking open deliveries. All expenses connected there with shall be to the account of the contractor. Any loss that occurs to BHEL on account of this and recovery affected from his RA bills.
11.6	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.
11.7	In case of apparent damages/ shortage to consignment/ packing noticed by the contractor such cases shall be brought to the notice of BHEL and cleared only with their knowledge/ approval.
11.8	Consignments coming on Sundays and holidays are also required to be handled by the contractor. Since the offices and go-downs will probably remain closed on these days, it will be the responsibility of the contractor to contact the site engineer/ his authorized representative at BHEL at their residence and obtain instructions.
11.9	BHEL reserves the right to recover from the contractor any loss which arises out of undue delay/ discrepancy shortage / damage or any other causes during transit or during unloading or during stacking, or any time in the custody of the contractor.
11.10	Unloading from transport equipments, transportation, unloading at storage area/ work site of heavy sophisticated equipment like heavy motors, mills, drums, heavy bearings, fans, transformers, electrical panels, turbine, generator etc shall be done

	in the presence of and as per the direction of BHEL representative including stacking and restacking if necessary arises.
11.11	Since the consignment are expected to arrive during any time of the day or night, contractor shall have his workmen round-the-clock at site as well as other places as required to unload the materials. Contractor's quoted rate shall include all such contingencies.
11.12	Unloading of material/ components at storage yard, using contractor's own cranes, lorries, trailers and other equipments with valid road permits for their operation, unloading and stacking at storage yard for verification shall be the responsibility of the contractor under this contract.
11.13	All the materials shall be stored 6" (six inches) above the ground level by the use of wooden/concrete sleepers or wooden logs. Concrete sleepers available at site shall be issued free of cost on as-is-where-is basis and it will be the responsibility of the bidder to collect and use it. No material shall be allowed to remain on ground at any time. Materials shall never be stacked in low-lying areas. Where it is likely to get flooded during rain.
11.14	Stacking of the materials shall be done as per the instructions and to the satisfaction of BHEL engineers. The materials shall be stacked that it should facilitate easy handling during erection. In case any negligence or improper stacking is noticed, it shall be the responsibility of the contractor to re-stack at his cost. Failure to do so may force BHEL to get the job done through other agencies and recover the same from the contractor.
11.15	Under the scope of this contract, it shall be the responsibility of the contractor to provide facilities to open the package in the presence of BHEL Engineers verifying the same, repacking wherever and whenever necessary properly stacking them as may be directed by BHEL so as to facilitate proper handling and verification.
11.16	The necessary lifting tackles, tools, wire rope slings of suitable capacities and other equipment incidental to carry out this work shall have to be arranged by the contractor himself. All such lifting tackles and equipments shall be approved by BHEL before they are actually used for works.
11.17	The contractor shall execute the work in the most substantial and workmen like manner. The stores shall be handled with care and diligence. Any loss to BHEL due to contractor's lapse shall have to be made by the contractor.
11.18	If the contractor or his workmen or employees shall break, deface, injure or destroy any part of a building, road, kerfs, enclosures, water pipes, fence, cables, drains, electric or telephone posts or wires, trees or any other property for to any part of erected boilers, TG sets components etc, contractor shall make good the same at his own expense or in default, the site engineer may cause the same to be made good by other workmen or by other means and deduct the expenses (of which site engineer's decision is final) from any sums that may be then or at any time there after becomes due to contractor or from his security deposit or any other money due.
11.19	When the consignments are received from road transport agencies, it is the responsibility of the contractor to collect the road permit for the said consignment and deposit the same to the concerned BHEL authority. The contractor has to keep a log for accounting of the road permits.
11.20	The contractor in coordination with BHEL staff shall prepare grid plans for storage of various types of material in open storage yard/ covered stores. Grid plan shall be product group (PG) wise for boiler and aux system, product wise for TG & aux, unitwise/ section wise cable storage system, equipment/ supplier wise bought out package system etc and should be stacked & stored in such a way so that they are approachable& easily sequentially retrievable to facilitate issue to erection agencies.
11.21	The contractor shall unload and store at the designated location as advised by BHEL/ customer site authorities. The contractor must keep computerised storage record along with its coordinate/ location of storage in the overall grid plan and shall update regularly in accordance with unloading/stacking of fresh material and issue of material to erection agencies.
11.22	Locating and facilitating Issue of material to various erection agencies including the issue of material to his own erection group is in the scope of contractor. The

	contractor shall have prior approval of BHEL before issue to any erection agency and shall maintain proper computerised record of issue of material.
11.23	The contractor shall render necessary assistance to BHEL in lodging insurance claims.
12.0	UPKEEPMENT, MAINTENANCE AND CONSERVATION OF MATERIAL
12.1	Upkeepment, maintenance and conservation of material (to be executed on man hour rate basis under preservation) during storage period and till issue to erection contractor shall be included in the contractor's scope as broadly explained below.
12.2	Removal of stored material from boxes/ crates, identification, cleaning/ conservation and replacing boxes/ crates and stacking on floors/ racks as required under the BHEL store requirement as per the preservation manual/ site engineer's instruction.
12.3	Cleaning of corroded surfaces by rubbing with recommended grades of emery papers, removing the conservative greases, damaged coatings of paints or varnish, cleaning/washing of surfaces as required and re-application of anti corrosive paints, protective grease etc as prescribed by BHEL.
12.4	Wherever end caps are found missing, these pipes/ tubes are to be cleaned with compressed air and replacement of protective pellets and end caps to be done. End caps and protective pallets required for pipes shall be provided by contractor.
12.5	All electrical/ C&I panels, motor bearings, slip rings, commutators and other exposed parts shall be protected against moisture ingress and corrosion during storage and inspected periodically. Heavy rotating parts in assembled conditions shall be periodically rotated after ensuring proper lubrication to prevent corrosion due to prolonged storage.
12.6	The preservation painting shall be done as per advice of BHEL engineer and shall normally consist of three operations, eg priming, putting and final painting. Coating of paints or varnish shall be done either by spray gun or by brush or by dipping as the case may be.
12.7	The preservation painting shall be done as per the advice of BHEL engineer and shall normally consist of three operations, eg priming, putting and final painting. Coating of paints or varnish shall be done either by spray gun or by brush or by dipping as the case may be.
12.8	Parts conserved by grease shall be additionally protected by wrapping with two layers of paraffin paper wherever advised. Contractor will provide paraffin papers.
12.9	While applying the anticorrosive layer, by any of the above methods, care shall be taken that the coating is uniform and without overflow and gaps.
12.10	The process of preservation painting and re-conservation of surfaces shall be done by experienced workers and supervisors.
12.11	Total scope of work for preservation/ conservation may be of approximately 35,000 (thirtyfive thousands) man hours. Monthly programme of materials to be conserved will be given by BHEL in the beginning of every month. Contractor can not claim any compensation for any increase/ decrease in the scope of work under such monthly programme. The contractor shall inspect all consignments once in every four months or the period advised by BHEL site engineer to ensure that they are in proper order. After inspection, parts and sub assemblies shall again be reconseved and packed as before, if required. However, service of only inspection of the consignment shall be deemed to have been included in the rate quoted by the bidder.
12.12	Preservatives and consumables like paints, greases, varnish, thinners for paints, silica-gel, white spirit, paraffin paper and all other preservatives and consumables, required for upkeepment, maintenance and preservation/ conservation work shall be provided by contractor at his own cost.
12.13	All the necessary tools & plants and equipment, except those mentioned to be given by BHEL free of cost, including operator, fuel, consumables etc. for running the same, required for the above job of upkeepment, maintenance and preservation/ conservation work shall be arranged by the contractor at his own cost.
12.14	It is clarified that special preservatives as received from BHEL manufacturing units for specific products/ equipment will be provided free of cost. All other preservatives and consumables as indicated above has to be arranged by contractor at his cost.
13.0	PROCEDURE TO BE ADOPTED BY THE CONTRACTOR IN CASE OF SHORT/ DAMAGED NON-DELIVERED CONSIGNMENTS FOR DESPATCHED BY ROAD

13.1	NON- DELIVERED CONSIGNMENTS PROCEDURE
13.1.1	Apply for and obtain a certificate of non-delivery from the road carriers.
13.1.2	File a notice of claim on the carriers sending the same to their registered office by Registered Post AD and forwarding a copy too their delivery office, immediately or within 6 months from the date of Lorry Way Bill.
13.1.3	Following documents should be obtained and submitted to BHEL in charge at site.
13.1.3.1	Original and Non-delivery certificates.
13.1.3.2	Copy of claim notice filed on the carriers.
13.1.3.3	Postal acknowledgement card or reply received for the claim notice.
13.1.3.4	If the package originally non-delivered is traced and offered for delivery at a later date apply for obtaining open delivery in respect of the same before clearance.
13.2	SHORT DELIVERY (NON-DELIVERY OF A FEW PACKAGES IN CONSIGNMENT)
13.2.1	PROCEDURE
13.2.1.1	Obtain a certificate of short delivery from the road carriers.
13.2.1.2	File a notice of claim on the carriers sending the same to their registered office by Registered Post with AD and forwarding a copy to their delivery office immediately or within 6 months from the date of Lorry Way Bill.
13.2.2	Documents to be submitted to BHEL site engineer.
13.2.2.1	Original short delivery certificate.
13.2.2.2	Copy of claim notice failed on the carriers.
13.2.2.3	Postal acknowledgement or reply received, for the claim notice.
13.2.2.4	If the package originally short delivered is traced out and offered for delivery at a later date, apply for & obtain open delivery in respect of the same before clearance.
13.3	SHORT/ DAMAGE IN PACKAGES DELIVERED FROM THE ROAD CARRIERS
13.3.1	Apply for and obtain open delivery from the road carriers.
13.3.2	If open delivery is refused.
13.3.2.1	Arrange for survey at the carrier's godown by a licensed insurance surveyor after giving notice in writing.
13.3.2.2	Take delivery under protest in writing against acknowledgement or by Registered Post with AD.
13.3.2.3	Make necessary endorsement regarding the loss/ damage on the reverse of the consignee copy of the lorry way bill before surrendering it to the carriers.
13.3.3	File a notice of claim on the carriers sending the same to their registered office by Registered Post with AD and forwarding a copy to the delivery office immediately or within 6 months from the date of lorry way bill.
13.3.4	Documents to be submitted to BHEL site incharge
13.3.4.1	Claim form.
13.3.4.2	Insurance policy/ certificate in oOriginal (If specific document is issued).
13.3.4.3	Original open delivery certificate and report of Insurance survey if any conducted to the final destination.
13.3.4.4	Following additional documents required in the event of refusal of open delivery by carriers. <ul style="list-style-type: none"> • Copy of notice given to the carriers advising about the survey at their godown before clearance. • Survey report of the licensed insurance surveyor with the bill / receipt for payment of survey fee and expenses. • Copy of letter of protest extended to the carriers with the postal acknowledgement received thereto. • Photocopy of the lorry waybill with the endorsement of the discrepancies made thereon.
14.0	RECONCILIATION OF MATERIALS
14.1	The contractor shall submit a reconciliation statement of items received by them and issued to various erection agency (through computerized system of BHEL namely SOMS) with each RA bill.
14.2	At the time of submission of bills, the contractor shall properly account for the material issued to him as specified herein to the satisfaction of BHEL certifying that the balance material are available with contractor's custody at site.
15.0	PROGRESS OF WORK

15.1	During the course of work if the progress is found unsatisfactory, or if the target dates fixed from time to time for every milestone are to be advanced or in the opinion of BHEL, if it is found that the workmen employed are not sufficient, BHEL will induct required additional workmen, to improve the progress and recover them from bidder's bills, all charges incurred on this account including all expenses together with BHEL overheads.
15.2	The progress report shall indicate the progress achieved against planned with reasons indicating delays if any, shall also furnish in details the reasons for the same and shall give remedial action which bidder intends to take to make good the slippage or lost time so that further works can proceed as per the original programme and the slippage do not accumulate and affect the overall programme.
15.3	Bidder shall submit daily, weekly and monthly progress reports, manpower reports, material reports, consumables report and other reports considered necessary by the engineer.
15.4	The manpower reports shall clearly indicate the manpower deployed category wise daily specifying also the activities in which they are engaged. The periodicity of the reports will be decided by BHEL engineer at site.
15.5	Bidder shall arrange for weekly progress review meetings with the engineer at site during which actual progress during the week vis-à-vis scheduled programme shall be discussed for action to be taken for achieving targets. The programme for subsequent week shall also be presented by bidder for discussions. Bidder shall constantly update / revise his works programmetoo meet the overall requirement and suit the material availability.
15.6	Bidder shall submit a detailed monthly plan after discussion with BHEL engineer and the same has to be forwarded by the first week of the month (Working month or calendar month).
16.0	SPECIFIC REQUIREMENTS FOR ISO 9002
16.1	Bidders shall ensure that all their staff/ employees are exposed to periodical training programmes conducted by qualified agencies/ personnel on ISO-9002 Standards.
16.2	Bidder shall ensure that the quality is maintained in all the works connected with this contract at all stages of the requirement of BHEL.
16.3	Bidder shall ensure that all Inspection, measuring and testing equipment that are used, whether owned by bidders or used on loan, are calibrated by the authorized agencies and valid calibration certificate will be available with them for verification by BHEL. A list of such instruments possessed by bidder at site with its calibration status is to be submitted to BHEL engineer for control.
16.4	Bidder shall ensure that fitness certificate of the tools & plants, that are in use, whether owned by bidder or issued on loan, are tested by authorised agency & valid fitness certificate are available for verification by BHEL.
16.5	Bidders shall arrange for the inspection of the works at various stages as required by BHEL. Bidders shall take immediate corrective action for the non-conformances if any, observed and pointed out by BHEL.
17.0	LAND
17.1	Availability of land within plant boundary is very limited and the contractor has to plan & use the existing land considering the use of land by other contractors and the storage of plant machineries and materials. The existing land shall be shared by all erections agencies. The same will be reviewed by BHEL and allotted to the extent available/ considered necessary free of cost. Contractor shall develop these areas for their site office, covered storage shed, various open yard etc including grass/ tree cutting, leveling, grading etc as applicable. Bidder must visit site to assess site condition, prior to quoting.
17.2	Area for storage area for BHEL's material shall be provided as per availability free of cost.
17.3	Land will be provided for labour colony free of cost outside the project premises subject to its availability from owner. The contractor to construct labour colony/ hutment as per their requirement after obtaining approval of formalities from statutory body of their own.
17.4	The contractor will be responsible for handing back all lands, as handed over to him by BHEL/ customer.

18.0	WATER
18.1	BHEL will provide single point supply for construction & drinking water inside the project premises for office free of cost.
18.2	Further necessary network for construction & drinking water system shall be done by the bidder at his own cost.
18.3	Contractor should arrange for water for labour colony of their own.
18.4	BHEL shall not be responsible for any inconvenience or delay caused due to any interruption of water supply and the contractor shall claim no compensation for delay in work for such interruption. Contractor may make standby arrangement for water at their own cost.
18.5	Contractor will have to arrange for storage of water to meet the day-to-day requirement.
18.6	The availability of water (construction as well as drinking) may be limited. Contractor shall ensure that no water is wasted. In this regard the contractor shall take all necessary measure towards preservation of water.
19.0	ELECTRICITY
19.1	BHEL shall provide construction power free of charge at 415V level at one point. Contractor have to make their own distribution arrangement to draw electricity. Overall area illumination will be provided by BHEL. However, for night working contractor should arrange illumination as and when required by them.
19.2	The bidder shall have to provide earth leakage circuit breaker at each point wherever human operated electrical drives/ T&Ps are deployed.
19.3	The power supply will be from the available grid. BHEL shall not be responsible for any inconvenience or delay caused due to any interruption of power supply/ variation in voltage level and no compensation for delay in work can be claimed by the contractor due to such non-supply on the grounds of idle labour, machinery or any other grounds.
19.4	Bidder will have to arrange sufficient illumination at their own work areas.
19.5	The contractor should ensure that the work in critical areas is not held up in the event of power breakdown. In the event of breakdown in the electric supply, if the progress of work is hampered, it will be the responsibility of the contractor to step up the progress of work after restoration of electric supply so that overall progress of work is not affected.
19.6	The contractor shall have to make arrangement at their own cost for illumination that will be required in the working area for execution of the work & safety of workmen.
19.7	Contractor shall make arrangement of electricity of their own for labour colony.
20.0	CONSTRUCTION OF TEMPORARY OFFICE, BIDDER'S OWN STORES ETC
	The contractor shall arrange at their own cost cleaning & grading of area allotted, construction of his temporary office, stores, etc and also the watch & ward of all the above. Materials required for the same shall be provided by contractor at their own cost.
21.0	CONSUMABLE
21.1	All consumables, like gas, electrodes, chemicals, lubricants etc required for the scope of work, shall be arranged by the contractor at his cost unless otherwise specifically mentioned in the contract.
21.2	All consumables to be used for the job shall have to be approved by BHEL/ customer prior to use.
21.3	In the event of failure of contractor to bring necessary and sufficient consumables, BHEL may arrange for the same at the risk & cost of the contractor. The entire cost towards this along-with overhead shall be paid by the contractor or deducted from the contractor's bills.
22.0	TEST CERTIFICATE FOR T&P
	All T&P, lifting tackles and pulling devices to be deployed by the contractor must bear valid/ latest test certificates for their suitability, and the documents shall be preserved at site.
23.0	MMD
	The contractor shall ensure deployment of reliable & calibrated instrument,

	measuring and test equipment (MMD). The MMD shall have test calibration certificate from authorized/ Govt approved agencies. The contractor shall also keep provision of alternate engagement for such MMD so that the work does not suffer when a particular MMD is sent for calibration. Re-testing/ re-calibration shall also be arranged by the contractor at their own cost at regular interval during the period of use as advised by BHEL.
24.0	ISSUE OF T&P
24.1	Subject to free availability at site, BHEL shall provide crawler crane (on sharing basis) for unloading of item/ (s) whose individual gross weight exceeds 14 T, free of cost. The crane to be provided by BHEL shall be shared by various other contractors and the contractor shall plan his activities accordingly in co-ordination with BHEL site engineers.
24.2	Crane returned in defective/ damaged condition (defect/ damage occurred during use due to negligence of contractor) shall be rectified promptly to the full satisfaction of BHEL engineer failing which suitable recovery along with BHEL overheads will be made from contractor's bills/ dues.
24.3	BHEL shall provide fuel, lubricants, mobil, cardium compound, hydraulic oil, air and fuel filter etc on free of cost basis for this crane. Regular maintenance and break down maintenance (not attributable to the contractor) of the BHEL crane is excluded from the scope of the contractor. However, necessary services as required for shortening/ extending of crane boom are included in the scope of contractor.
24.4	BHEL shall provide crane operator for this crane free of cost. However, the contractor shall bear only overtime charges, if any, for the operator provided by BHEL for services provided beyond the prescribed working hours of cranes. Such over time deployment shall be with prior intimation and consent of BHEL.
24.5	In case of exigency leading to crane operator not being available with BHEL, the contractor will have to deploy experienced crane operator after due permission of BHEL engineers. During such operation, the contractor shall have to take the full responsibility of safe operation of crane
24.6	In case of non-availability of crane to be provided by BHEL due to break down, major overhauls distribution pattern or any other reason, the contractor shall plan/ augment/ alter his activities to meet targets in consultation with BHEL and no compensation will be admissible on above ground.
24.7	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. Sleepers bought by the contractor or issued by BHEL for storage of materials shall not be used for this purpose.
24.8	In the event of BHEL issued T&P, measuring instruments etc the contractor and BHEL shall maintain joint protocol about the condition of all T&P, instruments etc taken from BHEL's custody and return to BHEL after use. The contractor shall not use this equipment for purposes other than the scope of work given in this tender document. It is the responsibility of contractor to keep these equipments always in working condition and ensure their safe return in working condition to BHEL's store subject to normal wear & tear.
24.9	After use of T&P items issued by BHEL the same shall be returned to BHEL in good working condition subject to normal wear & tear failing which recoveries at the book value of the item or the market rate prevailing at the time of returning the items, whichever is higher shall be made from the payments due to the contractor from BHEL from this contract or from any other contract.
25.0	TOOLS & PLANTS (TO BE PROVIDED BY CONTRACTOR)
25.1	Tentative list of tools & plants to be deployed by bidder is furnished in the tender. It may be noted that the list is not exhaustive and is only for general guidance. The contractor is required to provide all necessary T&P (other than those specified to be provided by BHEL) measuring (calibrated) instruments & handing equipments for timely completion of total work as per contract. In case of project requirement, some activities may have to pre-pone. In such cases the contractor may have to deploy additional T&P. Quoted rate shall be inclusive of such requirements.

25.2	In the event of any failure of the part of contractor, BHEL may at his discretion also terminate the contract on this ground and take out any or whole amount of the contract from the scope of contractor. In the event of failure of contractor to deploy necessary and sufficient T&P/ MMDs, BHEL will be at liberty to arrange the same at the risk & cost of contractor including transportation cost of same from any of BHEL site/ other agency & charges as applicable shall be deducted from contractor's RA bill. Decision of BHEL in this regard will be final & binding on contractor.
25.3	T&P shown in the list of tender are minimum requirement. Further requirement will be reviewed time to time at site and vendors will provide additional T&P/ equipments to ensure completion of entire work within schedule time without any financial implication to BHEL. Contractor will give advance intimation & certification regarding capacity etc prior to dispatch of heavy equipment.
25.4	All T&P and all MMDs, 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.
25.5	In the event of non mobilisation of any T&P by the successful bidder and as a result progress of work is suffered, BHEL reserve the right to deduct suitable amount from the dues of contractor. BHEL's decision in this regard shall be final & binding on contractor.
26.0	INSURANCE
26.1	BHEL shall arrange comprehensive MCE (marine cum erection) Insurance Policy for total project supply & services including balance of plant package covering transit risks & loss, destruction or damage during handling at site, storage, civil works, erection, testing and commissioning up to trial operation completion of each unit including theft, sabotage, fire, lightning and other natural calamities.
26.2	Bidder shall timely intimate despatches to the underwriter. Name of the underwriter and Policy No shall be intimated in due course of time.
26.3	Bidder shall report to BHEL in writing any damages to equipments/ components on receipt, storing, and during withdrawal of the materials from stores, in transit to site and unloading at place of work and during erection and commissioning till trial operation completion including handing over. The above report shall be as prescribed by BHEL site management. Any consequential loss arising out of non-compliance of this stipulation will be borne by bidder.
26.4	The bidder will take necessary precautions/ due care to protect the material at Project site, while in his custody from any damage/ loss till the same is handed over to BHEL/ customer at Project site. For lodging/ processing of insurance claim the bidder will submit necessary documents. BHEL will reserve the right to recover the loss from the bidder as detailed below in case the damage/loss is due to negligence/ carelessness on the part of the bidder. In case of theft of material under bidder's custody, the same shall be reported to police by the bidder immediately and copy of FIR and subsequently police investigation report shall be submitted to BHEL /customer for taking up with insurance. However this will not relieve the bidder of his contractual obligation for the materials in his custody.
26.5	In case the damage/loss/theft of materials are attributable to negligence/failure in discharging the duties and obligations of the bidder, the expenses incurred for repair/replacement of such components in excess of the amount realized from the underwriters, limited to Normal Excess (Deductible Franchise) shall be recovered from the bidder.
26.6	In case the claim is summarily rejected by the underwriters due to WILFUL NEGLIGENCE of the bidder, the entire cost of repair/ replacement will be recovered from the bidder.
26.7	It will be responsibility of the bidder to replenish the items lost/ damaged in time without hampering the schedule of work and without waiting for settlement of insurance claim. Amount received from the underwriters on settlement of insurance claim shall be passed on to the bidder as and when available.
26.8	Other conditions of Insurance shall be as per relevant clause of GCC.
27.0	SECURITY DEPOSIT & PERFORMANCE BOND
27.1	Security deposit shall be as per relevant clause of GCC (Volume-IB).
27.2	Performance bond is not applicable for this tender.

28.0	TIME SCHEDULE
28.1	The materials/ equipments/ components are likely to be received in stages for a period of 30 (thirty) months from the date of start of work, as certified by Construction Manager, BHEL,
28.2	Bidder has to mobilize and commence the work within ten days, from the date of intimation by BHEL.
28.3	During the entire period of contract, bidder shall maintain proper progress, adequate manpower, requisite handling and transportation equipments, tools & tackles and other consumables etc to meet the schedule programme as per the priority given by BHEL engineer.
28.4	The scope of work under this contract is deemed to be completed only when so certified by the site engineer of BHEL. The decision of BHEL in this regard shall be final and binding on bidder.
29.0	MOBILIZATION ADVANCE
	Not applicable for this tender.
30.0	OVER RUN CHARGES
30.2	ORC shall not be applicable .
31.0	PRICE VARIATION COMPENSATION (PVC)/ ESCALATION
31.1	Applicable as per relevant provision of GCC, together with following terms & conditions.
31.2	PVC shall be applicable only after original completion period on balance work, in case of any extension, for reasons not attributable to successful bidder.
31.3	Base index (X0) shall be average of indices of various components of tender, starting from latest due date of submission of complete offer (as per NIT & TCN, as applicable) to the original completion period, as specified in tender.
31.4	Overall ceiling of PVC will be limited to 10 % of executed price, excluding supply price,if any. Executed price for this purpose is exclusive of PVC, ORC, additional/ extra works.
	All other terms & conditions of GCC shall remain unchanged.
32.0	TAXES, DUTIES ETC
32.1	TDS under Income Tax shall be deducted at prevailing rates on gross invoice value from the running bills unless exemption certificate from the appropriate authority/ authorities is furnished.
32.2	All taxes excluding Service Tax (including Swachh Bharat Cess&KrishiKalyanCess) but including, Charges, Royalties, Duties, Octroi, Entry Tax, Cess, BOCW Cess, any State or Central Levy and other Taxes for materials obtained for the work and for the execution of the contract shall be borne by you and shall not be payable extra. Any increase of the same at any stage during execution including extension of the contract shall have to be borne by the contractor. Quoted/ accepted rates/ price shall be inclusive of all such requirements after taking the Input Credit, if any, as per provisions of the State VAT Act.
32.3	<u>Way Bill</u> : No way Bill will be provided by BHEL for bringing materials from outside State to Assam State. The Bidder has to make their own arrangement at their cost for completing the formalities, if required, with State VAT Act Authorities, for bringing their materials, plants & machinery at site for execution of the works under this contract, Road Permit / Way Bill, if required, shall be arranged by the contractor and BHEL will not supply any Road Permit / Way Bill for this purpose. The contractor must be a Registered Dealer with the Sate VAT Act, if not registered yet and a copy of the said Registration Certificate along with TIN number must be provided to site RAO/ BHEL.
32.4	SERVICE TAX
32.4.1	Service tax along with a Swachh Bharat Cess and KrishiKalyanCess as legally leviable& payable by the Contractor , Vide Sec-65B (44) ,shall be paid by BHEL on contractors gross bill and production of GAR-7 Challan.
32.4.2	The Bidder shall issue invoice complying with Rule 4A of the Service Tax Rules 1994. The invoice shall indicate the name, address and the registration number (PAN Based STC No.) of the Bidder; the name and address and the registration number(_AAACB4146PST005) of BHEL; the description and value of taxable

	service provided; and the service tax payable thereon by the Bidder		
32.4.3	Bidder shall furnish proof of Service Tax registration (ST-2) with Central Excise Division covering the Services . Registration should also bear endorsement for the premises from where the billing shall be done by you on BHEL for this Project		
32.4.4	BHEL will not be held to be responsible for non-compliance of various Service Tax Rules, being framed from time to time		
32.4.5	Point of Taxation Rule, 2011 has come into operation from 01-04-2011. As per the rule Invoice must be generated within 30 days from the date of completion of service. In such case, the date of invoice will be the relevant date. However, if the invoice is not generated within 30 days as stated above, the date of completion of service shall be the relevant date.		
32.4.6	With introduction of Cenvat Credit Rules, 2004 which came into force wef 10-09-04, Excise Duty paid on input goods including capital goods used for providing the output service and Service Tax paid on Input Service can be taken credit of against the Service Tax payable on output service. As such, while offering the rates, the successful bidder may take into account the benefit of above provisions, as the cost of input to the successful bidder will be net of Excise Duty and Service Tax and adjust their offer price accordingly to make it more competitive.		
32.4.7	Vendors must take adequate care and cautions w.r.t “Point of Taxation Rule,2012” as otherwise both the Vendors (for non-compliance) and BHEL (unable to take Credit on Input Services, resulting in extra fund flow in that particular month) will suffer.		
32.5	Any New taxes & duties, if imposed subsequent to due date of offer submission as per NIT & TCN, by statutory authority during contract period (including extension, if the same is not attributable to you), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, you shall obtain prior approval from BHEL before depositing new taxes and duties. Benefits and/or abolition of all existing taxes must be passed on to BHEL against new Taxes, if any, proposed to be introduced at a later date.		
33.0	TERMS OF PAYMENTS		
33.1	Contractor should submit his monthly on account bills with all the details required by BHEL on specified date every month covering progress of work in all respects and areas from the 25th of previous calendar month to 24 th of the current month.		
33.2	The RA bill, complete in all respects accompanied by BHEL engineer's certificate/ jointly signed measurement sheet will be paid within 60 days of submission of bill, subject to its completeness & correctness in all respects. The measurement will be taken by BHEL engineer as per relevant clause of GCC and certify regarding the actual work executed in the measurement book and bills for work. All admissible recoveries/ adjustments etc shall be made from the interim payable amount of each RA bill on completion of item of work. Contractor shall make his own arrangement for making payment of impending labour wages and other dues in the meanwhile.		
33.3	For all items of work as per Price Schedule, interim payment of 95 % of unit rates shall be made as follows on the basis. The following break up is only for the purpose of progressive payment and should not be construed as total scope of work. The total scope of work is as detailed in this tender document and shall be completed by the contractor without making any reference to the following break-up.		
	SI no of rate schedule	Description of activity	% of payment
	1.1	<ul style="list-style-type: none"> • Unloading, re-loading, transporting, unloading to open/ covered stores. • Stacking. • Verification. • Updation of store documents (both hard & soft). 	25%
			35%
			25%
			15%
	1.2	Verification	100%
	1.3	Issue of materials to erection agency	100%
	1.4	Material re-shifting	100%
	1.5	Material re-stacking	100%

	1.6	Preservation		100%
33.4	Out of above mentioned 95 % of gross bill value, 5 % of gross bill amount shall be paid in the following manner on certification by BHEL engineer after compliance of each of following activity in each month. In case of non-fulfilment of respective activity by vendor in each month, no payment shall be made by BHEL against corresponding activity and no claim of bidder at a later date, whatsoever, in this regard shall be entertained by BHEL.			
33.4.1	2 % shall be paid on compliance of house keeping of vendor's working area and store/ office areas.			
33.4.2	1 % shall be paid on compliance of general illumination of vendor's working area and stores, office area.			
20.4.3	1 % shall be paid on compliance of applicable OHSAS requirement as per guidelines of BHEL/ PSER and as specified in the tender.			
33.4.5	1 % shall be paid on compliance of applicable safety requirement as per guidelines of BHEL/ PSER and as specified in the tender.			
33.5	Balance 5 % shall be on completion of work, winding up of site establishment as certified by BHEL engineer along with final bill.			
33.6	BHEL at their discretion, may further split up the above percentages and effect payment to suit the site condition, cash flow requirement and according to the progress of work.			
34.0	CONTRACT PRICE			
34.1	The bidder shall quote their rates in compliance with specification and terms & conditions of tender and strictly in accordance with prescribed Price Schedule, Volume-III.			
34.2	The quantities of the various items mentioned in the BOQ cum rate schedules of items of Volume-III are approximate, based on very preliminary information and may vary to any extent or to be deleted altogether. The quoted rates of each item will remain firm throughout the period of execution including extension, for reasons whatsoever, as long as variation in the total value of the work executed under any part of the this contract including extra items, if any, but excluding any price variation, remains within +/- 30 % (plus/ minus thirty percent) of the awarded price as per LOI / WO.			
34.5	The work executed will be priced at the unit rate quoted by the contractor and accepted by BHEL. For the purpose of payment, the gross weight indicated in RR / LWB / PWB will be taken into account for calculating the tonnage handled.			
35.0	LIQUIDATED DAMAGE			
	Since the bidder is dependent on the arrival of materials at site, the liquidated damage will be charged if the the consignment is not unloaded in time and BHEL had to pay any detention/ demurrage. The amount of LD will be limited to the amount of such charges + 30 % in each case. The total ceiling for such liquidated damages shall be limited to 10 % of the executed contract value.			
36.0	GUARANTEE			
36.1	Even though the work will be carried under supervision of BHEL engineers, bidder will be responsible to ensure proper handling, storage/ upkeepment, preservation of materials/ equipment, timely lodging of FIR/ MDRs for lodging claims with the underwriter (by BHEL) during the entire contract period and shall guarantee the work done for a period of 12 months from the date of start of guarantee period, as certified by the engineer for good workmanship and shall rectify free of cost all defects due to faulty material management. In case bidder fail to make good the defective works within the time specified by the engineer, BHEL may proceed to undertake the remedial actions for such defective works at bidder's risk & cost without prejudices to any other rights and recover the same from SD/ other dues.			
36.2	The guarantee period shall start from the date of completion of the scope of work under this contract which is to be certified by the BHEL engineer.			
36.3	This supercedes relevant clause (Guarantee/ warranty) of the GCC.			
37.0	OTHER TERMS			
37.1	The most of the materials which are to be issued under present tendered scope has been unloaded from truck/trailers/wagons by the previous MM agency and kept in different locations (total around five locations).Subsequently materials from two			

	locations were shifted to other places on insistence of Owner. Searching & tracing the materials from the storage locations is a major activity.The bidder shall visit site and get apprised of the actual work involvement before bid submission.
37.2	All other term & conditions of this specification, not mentioned above shall be governed by the pertinent provisions of GCC, Volume-IB.

ANNEXURE-I
APPROXIMATE WEIGHT SCHEDULE

SL NO	MANUFACTURING UNIT/SOURCE	DESCRIPTION OF SUPPLIES	APPROX WEIGHT (MT)
01	TIRUCHIRAPALLI, RANIPET, PIPING CENTRE, HYDERABAD AND VENDORS. HARDWAR, BHOPAL, AND VENDORS. PEM (BOP-non-BHEL PKG), PIPING CENTRE, EDN, JHANSI, PSER, IS /B'LORE,	SG, FANS, APH, PIPING, PCP & LP PIPING, MILLS, PUMPS,FGD & OTHER EQUIPMENTS ETC, STEAM TURBINE & AUXILIARIES, GENERATOR & AUXILIARIES, HEAT EXCHANGER, C&I, TRANSFORMERS, , BATTERY ETC,SG &TG PIPING, LP PIPING, PANELS,BATTERY, CABLES , TRANSFORMER, BUSDUCT, HT MOTORS, DG SET, LUBRICANTS,CHEMICAL,FURNITURES & OTHER MISCELLANEOUS ITEMS, ETC	900 MT

ANNEXURE-II
FOLLOWING IS EXCLUDED FROM THE SCOPE OF THIS CONTRACT

- OVER DIMENSIONAL CONSIGNMENTS

ANNEXURE-III
TENTATIVE LIST OF T&P/MATERIAL HANDLING EQUIPMENT TO BE PROVIDED BY THE CONTRACTOR AT THEIR OWN COST

SL NO	DESCRIPTION	QUANTITY
1.0	14/16/18T Hydra – 1 no	within 2 weeks
2.0	D-shackles	As required
3.0	Slings	As required
4.0	Max puller	As required
5.0	Pulley blocks	As required
6.0	Sleepers	Available at site on as –is-where-is basis. Vendor to locate and collect it before use

The above is indicative list of T&Ps required for execution of the tendered scope of work. Any additional T&Ps required over and above the above list shall be deployed by the contractor within the quoted price.

ANNEXURE-IV
TENTATIVE LIST OF CONSUMABLES TO BE PROVIDED BY THE CONTRACTOR AT THEIR OWN COST

SL NO	DESCRIPTION
1.0	PVC
2.0	Kerosene
3.0	Jute
4.0	Tape
5.0	Brush
6.0	Emery paper
7.0	White finishing enamel
8.0	Wire brush
9.0	Weatherproof and fireproof covering material
10.0	Grease
11.0	Varnish
12.0	Silica gel
13.0	White spirit
14.0	Tarpauline
15.0	Zinc primer redoxide paints
16.0	Thinners for paints
17.0	Parafin paper
18.0	End caps

FORMAT FOR NO DEVIATION CERTIFICATE
(To be submitted in the bidder's letter head)

BHARAT HEAVY ELECTRICALS LIMITED,
Power Sector - Eastern Region,
Plot no 9/1, DJ Block, Sector – II, Salt Lake City,
Kolkata – 700 091

Sub	No Deviation Certificate.	
Job	Material management work of balance equipment of boiler & aux, TG & aux, electrical system, C&I system, non-BHEL system, construction equipment etc for 3x250 MW units at Bongaigaon TPS, Salakati, Assam.	
Ref	1.0	Tender no PSER:SCT:SAL-M1799:17.
	2.0	BHEL's NIT, vide reference no PSER:SCT:SAL-M1799:5429, Dated 20-01-2017.
	3.0	BHEL's TCN-01, vide reference PSER:SCT:SAL-M1799:TCN-01, dated 02-02-2017.
	4.0	All other pertinent issues till date.

Dear Sirs,

With reference to above, this is to confirm that as per tender conditions, we have visited 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/ issued by you and in case of such 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. We hereby confirm our unqualified acceptance to all terms & conditions, unqualified compliance to technical specification, integrity pact (if applicable) and acceptance to reverse auctioning process.

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 in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

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

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION DJ-9/1, SECTOR-II, SALLAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : 23211691, 23211798, 23211796