



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

TCN – 03

Ref: PSER:SCT:NBN-M1836:TCN-03

Date: 22-07-2017

Sub	Tender change notice (TCN) 03	
Job	Loading, transportation, unloading / Proper storing of 250 MW TG stator for Unit#4 including required civil works for strengthening of approach road for transportation at 4x250 MW BRBCL-Nabinagar project, Bihar.	
Ref	1.0	Tender no PSER:SCT:NBN-M1836:17
	2.0	BHEL's NIT, vide reference no PSER:SCT:NBN-M1836:5772, Dated 21-06-2017
	3.0	BHEL's TCN-01, vide reference no PSER:SCT:NBN-M1836:TCN-01, dated 11-07-2017.
	4.0	BHEL's TCN-02, vide reference no PSER:SCT:NBN-M1836:TCN-02, dated 17-07-2017.
	5.0	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-TCC, R-1" incorporating necessary changes in TAXES & DUTIES clause and PAYMENT TERMS due to implementation of GST attached herewith, superseding earlier VOLUME-IF, R-0 issued along with NIT.
- 2.0 State wise GST registration list of BHEL.
- 3.0 Revised BOQ cum price schedule, **VOLUME-III-PRICE SCHEDULE, REV-1** is attached **superseding VOLUME-III PRICE SCHEDULE, REV-0** issued earlier along with NIT. Bidder shall quote as per this revised Volume-III, Rev-1 only. Bidders are also requested to submit a declaration in techno-commercial offer that they have submitted their price bid as per **REVISED price schedule** format (**VOLUME-III- PRICE SCHEDULE, REV-1**).
(For uploading Revised/Latest price schedule format in E-procurement Portal, contact Mjunction.)
- 4.0 Revised 'No deviation certificate' as per enclosed Annexure-2. Bidder shall submit no deviation certificate as per enclosed format only.
- 5.0 All other terms & conditions shall remain unchanged.

Thanking you,

Yours faithfully,
for BHARAT HEAVY ELECTRICALS LTD

DY.MGR (SCT)

Encl

- 1.0 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

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	Loading, transportation, unloading / Proper storing of 250 MW TG stator for Unit#4 including required civil works for strengthening of approach road for transportation at 4x250 MW BRBCL-Nabinagar project, Bihar.	
Ref	1.0	Tender no PSER:SCT:NBN-M1836:17
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	4.0	BHEL's TCN-02, vide reference no PSER:SCT:NBN-M1836:TCN-02, dated 17-07-2017.
	5.0	BHEL's TCN-03, vide reference no PSER:SCT:NBN-M1836:TCN-03, dated 22-07-2017.
	6.0	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)

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

CLAU SE NO	DESCRIPTION
1.0	<p>PROJECT SYNOPSIS AND GENERAL INFORMATION</p> <p>NTPC (for BHARATIYA RAIL BIJLEE COMPANY LTD.) is setting up four units of 4x250 MW Thermal Power station (coal based) at Nabinagar, District- Aurangabad, State of Bihar.</p> <p>The Plant site is located at North: 24 deg. 42' 30" (N) and East: 84 deg. 05' 36" (E). Nearest Railway station is Dehri-On-Sone which is approx. 30 KM away from the project site. The nearest major town Aurangabad is located at a distance of about 50 Kms. from Project site.</p> <p>Nearest Railway Station : Dehri-On-Sone Railway Station (Approx. 30 KMs from the Plant)</p> <p>Nearest Airport : Gaya (Approx. 100 KMs from the Plant)</p> <p>Nearest Highway is National Highway-2 which is 25KM away from the project site.</p>
2.0	<p>SITE VISIT</p> <p>Bidder should visit site & acquire full knowledge & information about site conditions. The bidder must visit site, to acquaint themselves with the conditions prevailing at site and in & around the plant premises, together with all statutory, obligatory, mandatory requirements of various authorities before submission of bid.</p>
3.0	<p>NAME OF WORK</p> <p>Generator Stator (Apprx. Weight 219 MT) of Unit # 4 of BRBCL-Nabinagar project has already been received and stored at safe location inside the project premises which is at a tentative distance of about 100 mtr. from the TG Hall. Specific scope of work of this tender is to shift the Stator from the Stored Area to TG Unloading Bay at Unit # 4 of the Power House Building and unloading the stator at the identified location as directed by BHEL. For this, Multi Axle Low-bed Hydraulic Trailer need to be deployed by the vendor within his quoted price.</p>
4.0	<p>SCOPE OF WORK</p>
4.1	<p>This specification is applicable for 4x250 MW BRBCL-Nabinagar project. Generator stator for Unit #4 has already been received at site and safely stored inside the project.</p>
4.2	<p>Scope of work under this tender broadly covers loading the stator on hydraulic trailer, transportation of stator to Unit # 4 unloading bay of power house building and unloading/proper storage of the stator for unit # 4 of 4x250 MW BRBCL-Nabinagar project at Bihar.</p>
4.3	<p>The work broadly includes following activities.</p>
4.3.1	<p>Loading of stator on trailer (Generator Outline drawing is attached for necessary reference purpose).</p>
4.3.2	<p>Transportation of TG stator on hydraulic trailer from the storage location to unloading bay of Unit #4 of Power House Building (Approximate distance is 100.0 Mtrs) and unloading/proper storage of the stator at the unloading bay as directed by BHEL engineer.</p>
4.3.3	<p>Supervision of loading, transportation and unloading of the stators at Unit # 4 unloading bay of power house building.</p>

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4.3.4	Arranging necessary T&Ps, incidentals etc. for loading and unloading of the stator and proper storing of the stator at designated location/place.
4.4	SUGGESTED SEQUENCE OF OPERATION Suggested sequence of operation for (a) Strengthening /widening/consolidation of approach road as to be used for stator transportation (b) loading of stator on hydraulic trailer (c) transportation with due care and (d) unloading of stator from trailer.
4.5	INFORMATION SYSTEM The bidder shall keep close liaison with the office of Construction Manager, BHEL, BRBCL-Nabinagar site during loading/transportation/unloading of the consignment. Feed back report/ status of the consignment should be informed periodically once a day to Construction Manager, BHEL, BRBCL-Nabinagar site.
4.6	GENERAL CONDITIONS
4.6.1	Necessary supervision for the whole activities of loading/transportation/unloading of Stator for Unit # 4 is also included in the scope of the contract.
4.6.2	All relevant authorization from competent authorities (for safe transportation of the consignments) shall be obtained by bidder at his own cost. Any contingency arising in this respect shall be the responsibility of bidder. The bidder shall be responsible for safe unloading/loading. Any mishap, accident, damage to any third party (person/ property) enroute and consequences thereof including legal complications, if any shall be the responsibility of bidder and BHEL will stand indemnified.
4.6.3	Bidder is to take approval of respective state transport departments/ ministries for executing the transporting activities inside the plant premises. BHEL will not be responsible for taking approval from any Govt agencies required for the scope of work.
4.6.4	The bidder will be responsible of compliance of various Pollution Control Regulations of State/ Central Govt or Constitutional Regulatory Authority as applicable to trailer/ puller and other vehicles deployed for safe transportation of consignments.
4.6.5	The contract as entered between BHEL & successful bidder shall in no way, nullify, reduce, mitigate or absolve the bidders of any responsibility, obligation or liability that may devolve upon them under the Carriers Act 1965 (as amended from time to time).
4.6.6	The bidder shall carry materials/ packages/ consignments in vehicles suitably equipped for the same. He shall take all due care for protecting the consignments from adverse weather condition and be responsible for their safe and sound condition during his possession. The bidder shall take all due care of consignments and shall provide all packing and lashing at his own cost. Electrodes/ angles/ welding facility or any other materials/ tools, if required, will be arranged by the bidder. Any problem of transportation arising due to rainy season shall be taken care of by the bidder for smooth & safe transportation.
4.6.7	Once the materials are accepted by the bidder, it shall be deemed to have been handed over by the consignor in good condition, unless otherwise pointed out at the time of taking up the job at the loading point.
4.6.8	The bidder and his authorized agents shall comply with the security regulations of BRBCL-Nabinagar in the matter of entry/ exit and for the movement inside the premises of BRBCL project site. The bidder shall ensure that all employees/ persons engaged/ authorized by him for carrying out the work, behave properly with the company's officers/ staff. In the event of any misbehavior, reported by the officer concerned of BHEL, the bidder shall immediately withdraw such employee/ persons from the work.
4.6.9	BHEL shall insure the consignments with the underwriters/ insurance company. This shall however, not absolve the bidder of any responsibility of safe and proper transportation of the goods to the proper destination of his liability to compensate BHEL for the damages/ shortages in respect of the consignments.
4.6.10	Necessary road work like: Strengthening /widening/consolidation as required for the subject job shall be in the scope of Bidder. However, the bidder shall undertake the route survey prior to quote their rate to access the actual work involvement.
4.6.11	All the safety precautions required for safe transportation such as lashing and securing the consignment, providing of red flags, lights, pilot/ escorts etc shall be the responsibility of the bidder.

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4.6.12	Trans-shipment will not be allowed. However, in case, need arises, axle replacement may be permitted after prior approval from BHEL at the bidder's cost.
4.6.13	The rates agreed between BHEL and the bidder will remain firm.
4.6.14	Technical experts of the bidder shall accompany the consignment. Further bidder will have to provide facility of escort without extra cost, if required by BHEL
4.6.15	Any changes in the relevant Motor Vehicle Act announced by Govt of India, Ministry of Surface & Transport from time to time will be applicable to this contract and such changes shall be binding on bidders. Consequent additional financial direct burden if any on the bidder will be borne by them.
4.6.16	Tax deduction at source shall be applicable as per Government Rules from time to time.
4.6.17	No idle charge of manpower & equipment is permissible in this work contract.
4.6.18	Rates shall be firm and inclusive of all charges including civil works for strengthening /widening/consolidation of approach road & related works which may be required statutorily or otherwise for safe transportation of the consignments upto destination.
4.6.19	Strengthening /widening/consolidation of all approach road is included in the scope of of bidder and the required bolders, sand, slippers etc. shall required to be supplied by the bidder. Bidders are requested to visit site for assessment of actual work involvement in this activity prior to quote their rate.
4.6.20	Notice period to place vehicle(s) along with all T&P, fixtures, all paraphernalia at designated place from where unloading/ transportation is to be started is 07 days or as directed by Construction Manager, BHEL site.
4.6.21	Loading of stator at it's storage location, transportation of stator to the Unit #4 unloading bay of Power house Building and unloading/proper storage of stator at the unloading point; whole of these activities shall be completed maximum within 03 days period.
4.6.22	Total distance of route from point of present storage location of stator to Unit # 4 unloading bay of power house building is approximately 100 Mtrs.
4.6.23	In addition to the local laws and regulations, bidder shall also comply with the Minimum Wages Act and the Payment of Wages Act (both of the Government of India) and the rules made thereunder in respect of its labour currently employed on or connected with the contract.
4.6.24	No material shall be removed from the site by bidder without the prior written approval of BHEL.
4.6.25	Bidder shall co-operate with all other bidders or tradesmen of BHEL, who may be performing other works on behalf of BHEL and the workmen who may be employed by BHEL and doing work in the vicinity of the works under the contract. Bidder shall also arrange to perform his work as to minimise, to the maximum extent possible, interference with the work of other bidders and their workmen. Any injury or damage that may be sustained by the employees of the other bidders and BHEL, due to bidder's work shall promptly be made good at his own expense. BHEL shall determine the resolution of any difference or conflict that may arise between bidder and other Bidders or between bidder and the workmen of BHEL in regard to their work. If the work of bidder is delayed because of any acts of omission of another bidder, bidder shall have no claim against BHEL on that account other than an extension of time for completing his works.
4.6.26	Employer shall have full access to visit bidder's site at any time for inspection and surveillance checks.
4.6.27	BHEL shall be notified promptly by bidder of any defects in the other bidder's works that could affect bidder's work. BHEL shall determine the corrective measures if any, required to be rectified this situation after inspection of the works and such decisions by BHEL shall be binding on bidder.
4.6.28	Bidder shall adhere to the disciplinary procedure set by BHEL in respect of his employees and workmen at site. BHEL shall be at liberty to object to the presence of any representative or employee of bidder at the site, if in the opinion of BHEL such employee has misconducted himself or is incompetent, negligent or otherwise

	undesirable then bidder shall remove such a person objected to and provide in his place a competent replacement.
4.6.29	Bidder shall keep BHEL informed in advance regarding his field activity plans and schedules for carrying out each part of the works. Any review of such plan or schedule or method of work by BHEL shall not relieve bidder of any of his responsibilities towards the field activities. Such reviews shall also not be considered as an assumption of any risk or liability by BHEL or any of his representatives and no claim of bidder will be entertained because of the failure or inefficiency of any such plan or schedule or method of work reviewed. Bidder shall be solely responsible for the safety, adequacy and efficiency of plant and equipment and his material management methods.
4.6.30	Bidder shall have complete responsibility for the conditions of work site including the safety of all persons employed by him and all the properties under his custody during the performance of the work. This requirement shall apply continuously till the completion of the contract and shall not be limited to normal working hours. The construction review by BHEL is not intended to include review of Bidder's safety measures in, on or near the work site, and their adequacy or otherwise.
4.6.31	<p>Bidder shall have total responsibility for protecting his works till it is finally certified as completed by BHEL. No claim will be entertained by BHEL or the representative of BHEL for any damage or loss to the materials under custody of Bidder' and bidder shall be responsible for complete restoration of the damaged works to original conditions to the satisfaction of BHEL's engineer. Should any such damage to bidder's works occur because of other party not being under his supervision or control, bidder shall make his claim directly with the party concerned. If disagreement or conflict or dispute develops between bidder and the other party or parties concerned regarding the responsibility for damage to the materials etc under bidder's custody the same shall be resolved as per the provisions of the as specified at relevant clause of this tender. Bidder shall not cause any delay in the repair of such damaged works because of any delay in the resolution of such disputes. Bidder shall proceed to repair the work immediately and no cause thereof will be assigned pending resolution of such disputes. For security refer relevant clause.</p> <p>In case BHEL becomes liable to pay any wages or dues to the labour or any Government agency under any of the provisions of the Minimum Wages Act, Workmen Compensation Act, Contract Labour Regulation Abolition Act or any other law due to act of omission of bidder, BHEL may make such payments and shall recover the same from bidder's bills with BHEL's overheads.</p>
4.6.32	Bidder shall have total responsibility for all equipment and materials in his custody at stores for loose, and/ or semi-assembled items. Bidder shall make suitable security arrangements to ensure the protection of all materials, equipment and works from theft, fire, pilferage and any other damages and loss. All materials of bidder shall enter and leave BHEL site only with the written permission of BHEL in the prescribed manner. However, deployment of regular security personnel will be done by BHEL at stores/ storage area.
4.6.33	In case where the performance of the material handling work by bidder affects the operation of the system facilities of BHEL, such material handling work of bidder shall be scheduled to be performed only in the manner stipulated by BHEL and the same shall be acceptable at all times to bidder. BHEL may impose such restrictions on the facilities provided to bidder such as electricity, etc as he may think fit in the interest of BHEL and bidder shall strictly adhere to such restrictions and co-operate with BHEL.
4.6.34	Bidder shall bring to site all equipment, components, parts, materials, including low bed multi-axle hydraulic trailer, tools & tackles for the purpose of the works under intimation to BHEL. All such goods shall, from the time of their being brought vest in BHEL, but may be used for the purpose of the Works only and shall not on any account be removed or taken away by bidder without the written permission of BHEL. Bidder shall nevertheless be solely liable and responsible for any loss or destruction thereof and damage thereto.
4.6.35	BHEL shall have a lien on such goods for any sum or sums, which may at any time be

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	due or owing to him by bidder, under, in respect of or by reasons of the contract. After giving a 15 (fifteen) days notice in writing of his intention to do so, BHEL shall be at liberty to sell and dispose off any such goods, in such manner as he shall think fit including public auction or private treaty and to apply the proceeds in or towards the satisfaction of such sum or sums due as aforesaid.
4.6.36	After the completion of the works, bidder shall remove from site under the direction of BHEL the materials such as material handling equipment, transporting trailer, T&Ps, erection tools and tackles, scaffolding etc. with the written permission of BHEL. If bidder fails to remove such materials, within fifteen (15) days of issue of a notice by BHEL to do so then BHEL shall have the liberty to dispose off such materials and credit the proceeds thereto to the account of bidder.
5.0	PROHIBITION OF SUB-LETTING
	The bidder is not allowed to pass responsibilities connected with the transportation to other agency/ bidder. The bidder, after entering into contract, would not be permitted to arrange transport of consignments entrusted to him through another bidder, except with the written permission of BHEL under exceptional circumstances. However, hiring of vehicles and services from other agencies/ bidders is permitted but the onus of safe and timely transportation of the consignment rests with the bidder. The bidder shall not sublet or transfer the contract or any part thereof, which will tantamount to termination of the contract and forfeiture of security deposit and BHEL will also be entitled to claim all damages/ losses/ extra expenditure involved from the bidder as per relevant clause.
6.0	TOOLS & PLANTS
6.1	Hydraulic jacks of suitable capacity and adequate quantity as to be required for loading and inloading of generator stator (approx. weight 219 MT), shall have to be arranged by you as a part of your scope. Apart from above, successful bidder shall have to make necessary arrangement for deployment of tools & plants (T&P), saddles, slings, multi-axle hydraulic trailers, vehicles, fixtures, etc, as required for proper completion of the job, at their own cost.'
6.2	For placement of stator on trailer, a loading fixture is required. Arrangement of the same is in the scope of bidder.
6.3	The required loading fixtures for placement of stator on the trailer is to be arranged by the contractor.
7.0	TEST CERTIFICATE FOR THE DEPLOYED EQUIPMENTS, T&PS ETC.
	Multi-axle hydraulic trailer, all T&Ps, lifting tackles, hydraulic jacks and pulling devices as to be deployed by you must bear valid/ latest test certificates (Load Test and Functional Tests) duly issued by authorised/ Govt approved agencies and the documents shall be submitted to BHEL at site for necessary verification, acceptance and keeping in record.
8.0	ITEMS TO BE SUPPLIED BY BHEL AT POINT OF UNLOADING
	Slippers / Plate etc. for resting the Stator at unloading point.
9.0	INDEMNITY
	The bidder shall indemnify the company against all losses, claims etc. (including third party losses) arising out of any of his acts or out of the acts of his servants and his agents and out of transportation of the company goods.
10.0	FORCE MEJURE CLAUSE
	In case of force majeure conditions like Acts of God, War, Sabotage, Riots, Civil Commotion, Police Action, Flood, Fire, Cyclone, Earthquake, Epidemic etc over which bidder has no control, the bidder will inform BHEL immediately. Any delay in completion of activities due to the above reasons shall be duly considered by BHEL on representation, with documentary proof by the bidder. It is clarified that mechanical failure shall not come under force majeure.
11.0	COMPLETION PERIOD :
11.1	CM,BHEL will issue notice to the contractor with a notice period of one week for site mobilization for starting the job.
11.2	The entire work as detailed in the specification) shall be completed in all respects within 10 (ten) days from the start of work.
11.3	However, the actual date of start of work will be the date when the vendor will start

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	deploying his equipments, T&Ps, trailers etc at site and shall be certified by BHEL engineer.
11.4	The contract period for execution of the total work for Unit # 4 stators shall be 10(ten) days.
12.0	LIKELY TIME OF EXECUTION
	<p>MOBILISATION AND COMPLETION PERIOD:</p> <ol style="list-style-type: none"> 1. BHEL shall issue the notice for mobilisation of trailer as per requirement, 07 days in advance. 2. In case the vendor fails to mobilize the trailer within the period as stipulated in Sl. No. 1 of Clause No. 11 above, BHEL reserves the right to levy LD as per clause no. 22.0 of this Volume-IF 3. The entire work of loading, transportation and unloading at work site shall be completed within 03 days from the date of starting the stator loading activities. If the vendor fails to completes the as per above schedule, LD shall be imposed for the delay as per clause no. 21.0 of Vol. ID.
13.0	CERTIFICATE TOWARDS COMPLETION & GUARANTEE PERIOD
	<p>The work under your scope shall be deemed to have been completed in all respects only when so certified by Construction Manager; BHEL. The decision of BHEL in this regard shall be final and binding on you.</p> <p>The guarantee period for this work shall be three months from the date of completion of work (which is to be certified by BHEL).</p>
14.0	TAXES, DUTIES ETC
14.1	All taxes excluding GST with applicable cess & BOCW Cess (mentioned elsewhere in the Tender)but including, Charges, Royalties, , any State or Central Levy and other Taxes for materials if any obtained for the work and for the execution of the contract shall be borne by the bidder and shall not be payable extra by BHEL.
14.2	Any increase in the above at any stage during execution including extension of the contract, if any, shall have to be borne by the contractor. Quoted/ accepted rates/ price shall be inclusive of all such requirements.
14.3	GST with applicable Cess, legally leviable & payable by the successful bidder as per GST Law, shall be paid extra by BHEL. Hence, Bidder shall not include GST with applicable Cess in their quoted price.
14.4	The successful bidder shall furnish proof of GST registration with GSTN Portal covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by the successful bidder on BHEL for this project/ work
14.5	Since GST on output will be paid by BHEL separately as enumerated above, bidder's quoted rates/ price should be after considering the Input Credit under GST law at their end.
14.6	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.
14.7	TDS under GST (if/ as & when applicable later) shall be deducted at applicable rates on gross invoice value from the running bills. However as on date no TDS under GST is applicable.
14.8	<p>Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred there under) wherein the 'Bill To' details shall be as per following.</p> <p>BHEL GSTN – Refer attached GSTN code table of BHEL.</p> <p>NAME - BHARAT HEAVY ELECTRICALS LIMITED</p> <p>ADDRESS – Shall be intimated later.</p>
14.9	Bidder to intimate immediately on the day of removal of Goods(in case of any supply of goods) to BHEL along with all relevant details and a scanned copy of Tax Invoice through following communication mode for enabling BHEL to meet its GST related compliances

	<p>Portal Address – Shall be intimated later. And Email Address – Shall be intimated later.</p> <p>In case of delay in submission of the abovementioned documents on the date of dispatch, BHEL may incur penalty /interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from the successful bidder, if such delay is attributable to the bidder.</p>
14.10	In case of raising any Supplementary Tax Invoice (Debit / Credit Note) Bidder shall issue the same containing all the details as referred to in Section 34 read with Section 31 of GST Act & Rules referred there under.
14.11	Bidder shall Comply with the Time limit prescribed under the GST Law and rules thereof for raising of the tax invoice. If any supply of goods is applicable, Bidder shall also ensure prompt delivery of Goods after dispatch.
14.12	Bidder shall note that in case GST credit is delayed/ denied to BHEL due to delayed / non receipt of goods and /or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons attributable to the bidder, GST amount shall be recoverable from the bidder along with interest levied / leviable on BHEL, as the case may be.
14.13	Bidder shall upload the Invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act. Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law , GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the bidder along with interest levied / leviable on BHEL.
14.14	<p>Way Bill: Successful Bidder shall arrange way bill / e-waybill for any transfer of goods for the execution of the contract.</p> <p>The Bidder has to make their own arrangement at their cost for completing the formalities, if required, with Issuing Authorities, for bringing 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.</p>
14.15	<p>Any new taxes & duties, if imposed subsequent to the due date of offer submission as per NIT & TCN, by statutory authority during contract period (including extensions for which delay is not attributable to the bidder), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, bidder shall obtain prior approval from BHEL before depositing any such new taxes and duties.</p> <p>Benefits and/or abolition of all existing taxes must be passed on to BHEL against new taxes, if any, introduced at a later date.</p>
15.0	TERMS OF PAYMENT
15.1	<p>Payment of 95 % of the contract price excluding the GST amount shall be payable on completion of the entire work against bidder's invoice, correct & complete in all respects, accompanied by job completion certificate issued by Construction Manager, BHEL, within 30 days of receipt of invoice by BHEL site office.</p> <p>GST, which can be claimed at any point, shall be released to the vendor upon compliance of following :-</p> <ol style="list-style-type: none"> Vendor declaring such Invoice in his GSTR-1 Receipt of Goods/ services and Tax Invoice by BHEL Confirmation of payment of GST thereon by vendor on GSTN Portal Above is subject to receipt of goods / service and tax invoice thereof alongwith vendor declaring invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.
15.2	Balance 5 % of contract price shall be paid

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VOLUME – IF-R-1 TCN-03	TECHNICAL CONDITIONS OF CONTRACT	PAGE 9 OF 10

	<p>a) On winding up of site establishment as certified by BHEL engineer along with final bill after completion of stipulated Guarantee period.</p> <p>b) After confirmation of full GST Credit to BHEL. Any Interest if levied thereon for reasons elaborated in Tax & duties clause of the tender and attributable to the bidder will be recovered for the Final Payment / Retention amount</p>
15.3	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.
15.4	Bidder may please note that payment shall be made through e-mode for which bank details are to be furnished as per format given in relevant annexure of Volume-IE of tender.
16.0	MOBILISATION ADVANCE / INTEREST BEARING RECOVERABLE ADVANCE
	Not applicable.
17.0	PERFORMANCE BOND
	Not applicable.
18.0	PRICE VARIATION CLAUSE
	Not applicable.
19.0	OVERRUN CHARGES
	Not applicable.
20.0	SECURITY DEPOSIT
	Shall be as per GCC
21.0	EXTRA WORK
	Not applicable.
22.0	CONTRACT PRICE
22.1	The bidder shall quote their firm rate/ price as per the latest version of Volume-III, Price Schedule of this tender. The quoted rate/ price shall be in compliance with specification and all terms & conditions of tender.
22.2	The quoted rate/ price shall include all charges like loading of TG stator on hydraulic trailer, transportation charges (including necessary road Strengthening /widening/consolidation work), unloading and proper storing of TG Stator etc. including any other incidental expenditure incurred related to above work. No other charges whatsoever are payable to the bidder.
23.0	PENALTY/ LIQUIDATED DAMAGE
23.1	Necessary trailer, T&P, Fixtures, other paraphernalia required for loading on trailer, transportation and unloading from trailer shall be deployed within the notice period of 07 days, failing which delay charges @ Rs. 10,000.00 per day shall be applicable after notice period.
23.2	In case the the job is not completed in the agreed duration, the penalty for late execution @ 2% per week or part thereof for the delay shall be deducted, subject to a maximum of 30% of the total contract price, will be charged from the bidder after allowing a grace period of 7 days.
23.3	All money including any penalty, damages or compensations payable by the bidder to BHEL under the terms of this contract, without prejudice to any other mode of recovery, shall be deducted from the Security Deposit or from any other sum which may be due or become due to the bidder by BHEL. In the event of the security deposit being reduced by reasons of such deductions, the bidder shall within ten days thereafter make good in cash or through A/C Payee Demand Draft any sum or sums by which the security deposit has been reduced.
23.4	In the event of failure of bidder to lift the TG Stator offered to them, BHEL reserve the right to use alternative source without any reference or intimation to the bidder concerned and extra expenditure incurred, under such situation if any, shall be borne by defaulting bidder.
23.5	All other terms & conditions shall be as per GCC, Volume-I.
24.0	PAYING AUTHORITY
	Construction Manager BHEL Site Office NTPC/ 4x250 MW Nabinagar Project BRBCL,

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	PO- Nabinagar, Dehri on Sone, Dist.- Aurangabad Bihar, Pin- 821305 Any change of above shall be intimated to the contractor accordingly.
25.0	OTHER TERMS All other term & conditions of the specification, not mentioned above shall be governed by the pertinent provisions of Volume-I, GCC.

**VOLUME-III
PRICE SCHEDULE, REV-1**

Loading, transportation, unloading / Proper storing of 250 MW TG stator for Unit#4 including required civil works for strengthening of approach road for transportation at 4x2501 MW BRBCL-Nabinagar project, Bihar.

TENDER NO - PSER:SCT:NBN-M1836:17

PREAMBLE

SL NO	DESCRIPTION
1	This preamble forms part of tender document and schedule of items. The tenderer should read this preamble carefully before filling in rates for various items. Clauses under this preamble shall be read in conjunction with various volumes of tender and other tender sections as applicable and shall have precedence over any contrary statement mentioned any where in this document.
2	The work shall be carried out strictly as per specifications, description of the items in these schedule and / or engineer's instructions. Drawings enclosed with the tender are only preliminary and for tender purposes and giving some idea of the work involved. The work is to be executed as per drawings & documents, which shall be furnished during execution.
3	Items of work provided in this schedule but not covered in this specification shall be executed strictly as per instruction of the engineer.
4	Unless specifically mentioned otherwise in the tender document, the tenderer shall quote for the finished items and shall provide for the complete cost towards power, fuel, tools, tackles, equipment, constructional plants, temporary works, labour, dismantling of all temporary piping, structures, valves, pumps, tanks & other misc. equipment, strengthening of roads/culverts/bridges etc. including arranging all clearances etc. required for carrying out different activities & tests, materials, levies, transport, layout, repairs, rectification, maintenance till handing over, supervisions, colonies, shops, establishments, overheads, profits and all incidental items not specifically mentioned but reasonably implied and necessary to complete the work according to the complete tender document and this schedule.
5	The quantities of the various items mentioned in this schedule of items are approximate, based on very preliminary information and may vary to any extent or 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 work executed under any part of this contract including extra items, if any but excluding any price variation remains, within fifteen percent ($\pm 15\%$) of the awarded price as per LOI .
6	Prior written approval of BHEL shall be sought by the contractor in case quantity variation of any item crosses +50% (plus fifty percent) limit during execution and approval to be obtained before execution of further quantity for this item.
7	In case Sealed /Paper Price Bids are opened for finalisation of the tender, for any Item Rate/BOQ based contract, possibility of variation of quantity/ addition/deletion of items can not be ruled out. Under such circumstances, after execution of work, if it is observed that standing as L-1 is changed based on actual quantity executed, the bidder shall give suitable rebate to maintain your standing as L-1. Since this aspect can be assessed at the end of execution, necessary adjustment will be effected at the end of execution in final bill.This condition shall not be applicable where the tender is finalised through Reverse Auction.
8	BHEL reserve the right to rationalize the rates, quoted by L-1 bidder against unit rate items and/ or other optional items with respect to item-wise lowest rates (amongst the participating bidders), before placement of order.
9	The rates quoted shall be inclusive of cleaning of site of any vegetation, dressing , clearing of old structures and leveling etc. including fixing of grid pillars, benchmarks etc. required for commencement of site activities. No separate payment will be made towards the same.However, if separate rate for such item is available in the rate schedule, the same shall be considered.
10	Rates shall be quoted in figures and in words in clear legible writing. No overwriting is allowed. All scoring and cancellations should be countersigned and in case of illegibility the interpretation of engineer shall be final. All entries shall be in English language.
11	All works item wise shall be measured upon completion and paid for at the rates quoted and accepted as per BHEL approved payment schedule/billing break-up.

**VOLUME-III
PRICE SCHEDULE, REV-1**

Loading, transportation, unloading / Proper storing of 250 MW TG stator for Unit#4 including required civil works for strengthening of approach road for transportation at 4x2501 MW BRBCL-Nabinagar project, Bihar.

TENDER NO - PSER:SCT:NBN-M1836:17

PREAMBLE

SL NO	DESCRIPTION
12	The tender shall be deemed to have visited site and made himself aware of all the site conditions, studied the specifications and details of work to be done within the time schedule attached and to have acquainted himself of the conditions prevailing at site.
13	No splitting of the job is envisaged. Decision of BHEL in this regard shall be final and binding to the bidders.
14	Bidders are not allowed to alter the Price Schedule format including item description, quantity etc. and the offer is liable for rejection if the bidders submit their prices in Price Schedules modified by them. BHEL reserves the right to reject the offers of bidders who submit offers in Price Formats which are modified/ altered by them. Also putting any comments instead of rates/price in the designated column of the rate schedule shall make the offer liable for rejection.
15	Bidders to note that for Civil &/Structural packages, against a particular item against a ST No. appearing in more than one schedule of the BOQ, same rate must be quoted in all schedules for that particular items with same descriptions. If by error, different rates are quoted in different schedules for same ST No. (i.e. item with same description), then the higher of the rates shall be considered for evaluation but awarding shall be done with the lower rate, if the bidder becomes L-1."
16	For Lumpsum Service Contract : The items/components indicated in the tender is indicative and may vary to any extent. No compensation shall be payable in case of any variation in the items/components listed in the bill of quantities if the executed weight remains within the variation limit. However, in case of deletion of any item or addition of new items over and above the items listed or variation of existing quantity beyond variation limit specified, adjustment (i.e. Payment or recovery as the case may be) shall be done on pro-rata basis based on the Rate per MT worked out from the quoted lump-sum Price and the total weight of components listed /indicated in price schedule plus 15% weight variation limit.
17	Engineer's decision shall be final and binding on the contractor regarding clarification of items in the schedule with respect to the other sections/volumes of the contract.
18	In case of tender for Civil and/or Structural works, if the Non-schedule items are not quoted by the bidder, it will be treated at par with rate of corresponding item of CPWD/PWD/DSR schedule as prescribed in the tender/BOQ cum Rate Schedule.
19	No interest, whatsoever, shall be payable by BHEL on the security deposit, any bank guarantee submitted or any amount due to successful bidder/contractor.
20	Size and weights of various items are mentioned in the attached BOQ cum rate/price schedule for reference purpose only & these shall not be taken into consideration for quoting/calculating amount in the rate schedule. These shall be utilised as per relevant sections of tender. Bidders shall quote for each item in the rate column, taking unit as mentioned in the quantity column. Rates shall be filled in both figures and words. Amount shall be calculated based upon these rates multiplied by the mentioned quantity for the respective items.
21	Bidder's Total price will be considered for evaluation unless stated otherwise.
22	In case of BOP packages, if Bidder does not quote/indicate the price for freight charges against indicated rate schedule, the same shall be considered as 2% of basic price and adjusted with the total quoted price against each item keeping the total quoted price unaltered.

**VOLUME-III
PRICE SCHEDULE, REV-1**

Loading, transportation, unloading / Proper storing of 250 MW TG stator for Unit#4 including required civil works for strengthening of approach road for transportation at 4x2501 MW BRBCL-Nabinagar project, Bihar.

TENDER NO – PSER:SCT:NBN-M1836:17

SL NO	DESCRIPTION	QTY		LUMPSUM & FIRM PRICE (Rs)	
				IN FIGURE	IN WORDS
1.0	Loading of 1 no 250 MW TG Stator (approx. weight 219 MT) at the stored location inside plant premises; shifting & transportation of stator for about 100 Mtrs distance through multi-axle hydraulic trailer to the Unloading bay of Unit # 4 Power House building including doing reqd. civil works for strengthening the approach road for transportation and unloading the stator / proper storing as directed by BHEL for unit # 4 of 4x250 MW BRBCL-Nabinagar Project, Bihar, as per specification and terms and conditions of tender.	1	NO		

NOTE

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|-----|---|
| 1.0 | Bidder to note that total price at 1.0 shall be considered for evaluation & awarding and as such, shall be complete in all respect for the full scope defined and considering all terms & conditions. |
| 2.0 | Any item as per scope of work if not included in price quoted above & shown separately will not be taken cognizance of and offer shall be liable for rejection. |
| 3.0 | Bidder shall note that GST shall be paid extra at actual as per tender provision. As such, bidder's price shall be exclusive of GST components. |

Statewise GST Registration nos. as on 15.06.2017					
S. No.	Unit	State / UT	GST Reg. No.	ISD REG NO	OPTIONAL ISD REG NO
1	HPVP	Andhra Pradesh	37AAACB4146P7Z8		
2	PSER	Assam	18AAACB4146P1ZE	18AAACB4146P3ZC	
3	PSER	Bihar	10AAACB4146P1ZU		
4	PSNR	Chandigarh	04AAACB4146P1ZN	04AAACB4146P2ZM	
5	PSWR	Chattishgarh	22AAACB4146P1ZP	22AAACB4146P3ZN	
6	EDN	Daman & Diu	25AAACB4146P1ZJ		
7	TBG	Delhi	07AAACB4146P1ZH	07AAACB4146P4ZE	07AAACB4146P5ZD
8	PSWR	Gujarat	24AAACB4146P1ZL	24AAACB4146P2ZK	
9	PSNR	Haryana	06AAACB4146P1ZJ		
10	PSNR	HP	02AAACB4146P1ZR		
11	PSER	Jharkhand	20AAACB4146P5ZP		
12	EDN	Karnataka	29AAACB4146P1ZB	29AAACB4146P8Z4	
13	PSSR	Kerala	32AAACB4146P1ZO		
14	PSWR	Maharashtra	27AAACB4146P1ZF	27AAACB4146P3ZD	
15	BPL	MP	23AAACB4146P1ZN	23AAACB4146P4ZK	
16	IVP	Punjab	03AAACB4146P2ZO		
17	PSNR	Rajasthan	08AAACB4146P1ZF	08AAACB4146P3ZD	
18	TRY	Tamil Nadu	33AAACB4146P2ZL	33AAACB4146P4ZJ	
19	Hyd	Telangana	36AAACB4146P1ZG	36AAACB4146P4ZD	36AAACB4146P3ZE
20	PSER	Tripura	16AAACB4146P1ZI	16AAACB4146P2ZH	
21	PSNR	UP	09AAACB4146P2ZC	09AAACB4146PAZ4	09AAACB4146P9Z5
22	HWR	Uttarakhand	05AAACB4146P1ZL		
23	PSER	West Bangal	19AAACB4146P1ZC	19AAACB4146P6Z7	
24	PSER	Mizoram	15AAACB4146P1ZK	15AAACB4146P2ZJ	
25	PSSR	Orissa	21AAACB4146P1ZR	21AAACB4146P3ZP	
26	PSER	Arunachal Pradesh	12AAACB4146P1ZQ	12AAACB4146P2ZP	