



BHEL, BHOPAL

PRODUCT STANDARD

PROJECT DIVISION

PDX 03 080

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SPECIAL CONDITIONS

REV. 00

NIT No. PDX/MM&SC/HARDUAGANJ/T-10

Sub:- Replacement of Conveyor Belt pertaining to R&M of Unit 7 (1x110 MW) of Harduaganj TPS for UPRVUNL in Uttar Pradesh.

Note:

- 1. The Special terms and conditions given here supersede the relevant terms & conditions given in Part I, i.e. Instruction to tenderers and General Terms and Conditions.**
- 2. NO DEVIATION IN ANY OF THE TENDER TERMS SHALL BE ACCEPTABLE.**

1.0 INTRODUCTION

1.1 This section of the tender defines the scope of the contractor's work other than as specified in the Technical Specifications. The requirement and conditions mentioned in this section are in addition to what are stated in Section - IA (Instructions to Tenderers) and Section - IB (General terms and conditions) & Section - III (Technical Specifications).

1.2 In case of any conflicting provisions given in different sections of the tender following shall be the order of preference forming the basis for arriving at a conclusion :

- A) Description in schedule of quantities of price schedule**
- B) Technical Specifications**
- C) Special Conditions if any**
- D) Drawings**
- E) General terms & conditions**

1.3 Brief Description of Project site: - The project site is located at 1 X 110 MW, Unit 7 of Harduaganj TPS for UPRVUNL, Uttar Pradesh.

1.4 The bidders are advised to take into account all factors and any fluctuations in the market rates etc having effect on prices. No delay will be accepted and no claim will be entertained on this account after acceptance of the tender or during the currency of the contract. It is advisable that the bidders visit the site prior to bid submission.

2.0 NATURE OF JOB

The job tendered out is an R&M Job and all the vendors are required to note the following :-

2.1 They should visit the site before submitting their offer and make sure that they understand the working environment, present state of the structures, availability of original documents with our customer, local rules, laws and regulations etc. A certificate to this effect should be submitted by the bidder in technical bid as per format given at Annexure "J" of Instruction to Tenderers .

2.2 They should ensure that any related/associated works and incidentals which may not be explicitly covered in the scope but are found necessary for completion of the job are covered in their offer.

Prepared by

R.K.Mundra

Approved by

C.P.Jaiswal

Date of Issue .

30.05.2011



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2.3 Since R&M work on the plant is being done after a long time, there are chances that the original drawings, documents, O&M Manuals etc. may not be available in many cases. Under such circumstances vendor may take into account the efforts required to do re-engineering, reverse engineering, actual site measurements before submitting their offer.

2.4 While BHEL have made an assessment of refurbishment and replacement of the equipment and system it is likely that during actual execution refurbishment may not be possible due to obsolescence. In such a situation subject to BHEL's approval replacement is acceptable without any extra cost implication.

NOTE: BHEL shall not accept any claim arising out of above factors.

3.0 QUALIFYING CRITERIA - The bidders should fulfil following qualifying criteria:

3.1 The bidder should have adequate experience of executing Mechanical Works in Power Plant of 110 MW capacity with exposure to Coal Handling Plant during last seven years ending 31/05/2011.

3.2 The bidder should have either executed or currently executing the work of Erection & Commissioning in nature during last 07 years ending on 31/05/2011 for valuing either of the following

(a) Three works each valuing not less than Rs. 25 Lacs

Or

(b) Two works each valuing not less than Rs. 30 Lacs

Or

(c) One work valuing not less than Rs. 50 Lacs

3.3 The bidder should have average annual financial turnover not less than Rs. 20 Lacs during last 3 years, ending 31st March, 2010. Self attested Audited Balance Sheet and P/L Account for last three years to be submitted in fulfilment of this criterion.

Note:

1. Above mentioned criteria should be met by the bidder himself OR his principals and not by any associate bidder.

2. Necessary certificates and documents like Work Orders with BOQ and completion certificate and Audited Balance Sheet and P/L Account etc. are required to be submitted in fulfilment of above criteria.

4.0 Other Information to be submitted by the bidder -

The bidder should submit following duly signed and stamped along with technical bid -

4.1 No Deviation Certificate (Technical) as per Annexure "H" of Instruction to Tenderers.

4.2 No Deviation Certificate (Commercial) as per Annexure "I" of Instruction to Tenderers.

4.3 Copy of PAN No.

4.4 Copy of Service Tax Registration No. (If Applicable)

4.5 An attested copy of the Power of Attorney, in case an individual other than the sole Proprietor / Director / Partner signs the tender.

4.6 Documents in support of type of firm.

4.7 Financial viability statement as per Annexure "C" of Instruction to Tenderers with supporting documents.

4.8 Certificate confirming knowledge about site condition as per Annexure "J" of Instruction to Tenderers.



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- 5.1.1 Shifting of conveyor belt from client store to site. Temporary storage of belt near the installation Area.
- 5.1.2 Dismantling of existing idler frame for jointing of Belt.
- 5.1.3 Laying of new Belt of following size and length. The new belt shall be as per mentioned in the Data sheet.

SL No	Quantity (m)	Size(mm)
1	3000	1200
2	1800	1000
3	200	1400

- 5.1.4 Preparation of joint (Hot type) jointing of belt
- 5.1.5 Removal of all wastages from site and shifting of old belt to store or any other place specified by Client within the plant boundary or in an adjacent plant located at a distance of approx. 1.5 kms.
- 5.1.6 Refixing of belts after jointing.
- 5.1.7 Trial run of belt / belt conveyor.

Note: Alignment of Belt work includes the work of Repair of Counter weight and Minor Repair Work related with Structure, etc.

Note: Refer Technical Specification for further detail.

6.0 COMPLETION SCHEDULE:

6.1 As per present status the unit is already under shut down since 05/03/2011 for a period of 07 months. The contractor shall be required to work with mutually agreed time schedule to meet with the ultimate customer schedule for different activities related to shut down or other activity not related to shut down.

6.2 In case of failure of contractor to meet with the mutually agreed time schedule as above a suitable penalty shall be imposed on the contractor.

6.3 Commencement of work:

6.3.1 On intimation by BHEL through Fax or E-Mail for issue of LOI, the contractor has to make initial mobilisation of his materials, resources and work force so as to commence the work with in 15 days of issue of LOI. Further mobilisation of fresh resources and augmentation of existing resources shall be done in consultation with BHEL in all the areas as covered in scope of work.

6.3.2 Upon award, the contractor shall submit to BHEL within 15 days of issue of LOI, a network showing the sequence of activities covering complete activities under the scope. The work shall be completed within the time period as specified above.

6.4 Completion of Work:

6.4.1 The contractor shall be required to complete the work with in the shut down period or 01 months from the last input from BHEL/Customer whichever is later.

6.5 On completion of work a completion certificate shall be obtained by BHEL. The contractor is required to provide all assistant and co-operation to get the completion certificate from the customer.



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NOTE: Completion time is the essence of the contract. Hence the contractor may be required to arrange working in extended working hours/round the clock working to achieve scheduled completion date.

7.0 PRICE SCHEDULE :

7.1 Please refer to the Price Schedule. Price bid should be submitted strictly as per the enclosed price schedule. Any deviation w.r.t. price schedule is not acceptable and the offer having deviation is liable to be rejected. **Rates quoted by the bidder against schedule items shall remain firm.**

7.2 The description of item contained in price schedule may not be elaborate. For more clarity about the scope, this should be always read in conjunction with the Technical Specifications.

NOTE: The date indicated in 6.1 above is as per present status and commitment with customer and the same may get extended as per requirement of the customer. Therefore the contractor is advised to take this aspect into consideration while quoting the tendered job as the rates quoted for the job shall remain firm till completion of work under the scope in extended period also.

8.0 TAXES AND DUTIES :

8.1 Price shall include all taxes / Duties / Royalties / Octroi applicable as on date of submission of tender **except Works Contract Tax and Service Tax.**

8.2 **Service Tax and Work Contract Tax as may be applicable shall be reimbursed to the contractor at actual at the rate prevailing at the time of execution against submission of the invoice and documentary proof of tax paid.**

8.3 No claim shall be admissible on account of revision in rate of existing taxes & duties (except WCT and Service Tax) subsequent to bid submission. However if any new taxes & duties are introduced subsequent to bid submission and during the currency of the contract including its extension if any for the reasons not attributable to the contractor, the same shall be reimbursed at actual against documentary evidence of remittance by the contractor. In case the contract period is extended for the reasons attributable to the contractor, no such reimbursement shall be made during the extended period.

8.5 Income Tax shall be deducted at source (TDS) as per prevailing rules and copy of TDS shall be provided to contractor.

Note:

1. Road permits only for saleable items shall be issued by BHEL.

2. Claim for reimbursement of Works Contract Tax/Trade Tax/VAT pertaining to a particular financial year should be submitted with in 04 months of subsequent financial year (For e.g. claim of 2010-11 should be submitted by July 2011). Beyond this period no claim shall be admitted.

9.0 EVALUATION OF THE OFFER AND ISSUE OF WORKS ORDER

9.1 The bidder shall submit complete price of the package.

9.2 Evaluation of the offer will be strictly based on information submitted by the bidder. In view of this, the bidder is requested to go through the tender documents carefully and furnish all details clearly. Missing information may not be asked by BHEL.

9.3 Prices quoted against different price schedules shall be combined to arrive at the total price of the package. **In case of any item not quoted, the highest quoted rate for that item amongst all bidders will be taken for the purpose of evaluation and the lowest quoted rate for that item amongst all bidders will be taken for award.**

9.4 **Total price of the package shall be compared for the purpose of arriving at L-1.**

9.5 Based on the techno-commercial evaluation and priced bids, the successful bidder shall be awarded the contract for the complete package.

9.6 **No condition or deviations should be asked for in price bid.**



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9.7 Work is indivisible in nature and shall be awarded to a single party.

10.0 TERMS OF PAYMENT :

10.1 Progressive payment may be regulated subject to the deductions towards income tax with surcharge, any other tax or levies applicable and recoveries towards materials/ services rendered on chargeable basis, penalty and LD, if applicable.

10.2 All the payments due to the Contractor will be made through Electronic Fund Transfer(EFT). For EFT facility the successful bidder is required to submit the details duly endorsed by their bank in the prescribed proforma as enclosed at Annexure "A" .

10.3 Normally payment of bills takes about 30 days from the date of verification of contractor's bill by Engineer In-charge and receipt of bill at Bhopal office.

10.4 Progressive payment of 95% of the actual value of work executed till the date of measurement shall be made based on actual measurements & verification by BHEL through running account bill and balance 5 % shall be paid with the final bill.

11.0 VARIATION IN CONTRACT PRICE :

The quantities shown on the drawings & documents may vary. BHEL reserve the right to add or delete items depending upon the final requirement. For such addition or deletion, the Contract price shall be adjusted based on the quoted unit price, which shall be valid for a variation of ± 30 % of the total contract price.

12.0 EXTRA/ADDITIONAL ITEMS OF WORK :

12.1 Any **NEW ITEM** of work which is not as per the scope envisaged in the tender but found essential during execution of the contract for satisfactory completion of the total work then it will come under the ambit of Extra Item of Work. In case such extra item is executed the rate for the same shall be determined in the following ways and in the same priority :

- (a) The rate for such extra item shall be derived from the nearest possible item or group of items of the awarded price schedule.
- (b) If the derivation of rate of an extra item is not possible as per (a) above, the same shall be derived from any similar existing item on the basis of weight, performance (Rating) and Volume.
- (c) If the derivation of rate of an extra item is not possible as per (a) and (b) above, the same shall be derived from any order placed by BHEL in last 1 year for the same item either on same vendor or on anyone else in the vicinity of 100 Kilometres of the project site .
- (d) In case of failure by all the above three (a), (b) and (c) means, the rate for extra item shall be derived on prevailing market rates and on actual basis by observing the consumption of materials (with allowable wastage as per standard practice), deployment of labours and other incidentals with 15% as contractor's premium and over heads. For this purpose the contractor has to maintain and produce proper record duly certified by the BHEL Engineer. Decision of BHEL in this regard shall be final and binding on the contractor.

12.2 Under no circumstances the contractor shall suspend the work on the plea of non-settlement of rates falling under the clause or claim any compensation on that account.

12.3 BHEL reserves the right to carry out such extra/additional items of work through any other contractor or in such a manner as he considered advisable.

12.4 The contractor on receipt of drawings from BHEL, shall inform with in 15 days towards the rate / rates of item / items for carrying out the extra/additional item of work. This shall be supported by analysis of rates including market rates.

13.0 EXTRA CHARGES FOR MODIFICATION AND RECTIFICATION WORK:

13.1 BHEL may consider payment for extra works on man hour basis for such of those works which require major revamping / rework / rectification / modification which is totally



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unusual to normal erection or commissioning work which are not due to contractor's faulty erection.

13.2 The contractor may submit his extra work claim bills specifically agreed by BHEL Engineer along with the labour sheet duly certified by BHEL Engineer at site.

13.3 All the extra work, if any, carried out should be done by a separate gang which should be identified prior to start of work for certification of man hours. Daily labour sheets should be maintained and should be signed by the contractor's representative and BHEL Engineer. Signing of the labour sheets does not necessarily mean the acceptance of extra works. Only those works which are identified as not usual to normal erection and certified so by the Project Manager and accepted by designers / suppliers or competent authority only shall be considered for payment.

13.4 The decision of BHEL in this regard shall be final and binding on the contractor.

13.5 The following man hour rates shall be applicable for modification/rectification work. Average single man hour rate including overtime if any, supervision, use of tools and tackles and other site expenses and incidentals, including consumables for carrying out any rework / revamping as may arise during the course of erection – **Rs. 40/- per man hour.**

Average single man hour rate including overtime if any, supervision, use of tools and tackles and other site expenses and incidentals, excluding consumables for carrying out any rework / revamping as may arise during the course of erection – **Rs. 25/- per man hour.**

13.6 Extra works are broadly defined as below :

- **Design changes which shall be intimated to the contractor after the start of the work which calls for dismantling of the erected components, rectification, modification etc.**
- **Modification, rectification of erection wrongly erected / fabricated at site as per drawing subject to acceptance by approving authority.**
- **Jobs which require major modification, major repair, major reworks etc. which shall be identified as major and warrant extra payment certified as such by the Project Manager and accepted by the designers/competent authority of BHEL.**

13.7 However prior to carry out the repair/rework, BHEL site will obtain administrative approval with the estimate before starting the works.

13.8 The decision of BHEL regarding the extra works shall be final and binding on the contractor.

14.0 PENALTY FOR DELAY

The total work under scope is to be completed within the completion time mentioned under Clause 6.0 of Special Conditions. Required shutdown, approval, drawings and material in scope of customer/BHEL shall be made available to contractor in time. **Delay in completion of the work under scope that may take place beyond contractual schedule for total work / mutually agreed time schedule for different activities OR within any extension there of for the reasons attributable to the contractor shall be subject to imposition of PENALTY at the rate of 0.50 % of the contract order value per week of delay subject to maximum ceiling of 10% of the contract order value.**

15.0 SUSPENSION AND CANCELLATION OF WORK

15.1 BHEL reserves the right to suspend and restart execution of the contract without invalidating the provisions of the contract. Orders for suspension or restart of the contract will be issued by BHEL to the contractor in writing. In such case, the time for completion of the contract will be extended for a period mutually agreed to between the parties. **No price variation on this account shall be admitted.**

15.2 In general, no order shall be cancelled after the issue of the order or the understanding to proceed with the work. However, in the event of such cancellation of contract after commencement of the work, BHEL shall pay the Contractor compensation for the loss of profit on this account, in addition to the expenses incurred by the contractor in respect



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"No order shall be terminated after issue of the order or the understanding to proceed with the work except if desired by the Customer or Government of India. In the event of such cancellation, the Contractor shall be paid for all the work either fully or partly executed prior to the date of termination and the commitments entered into and expenses incurred for the execution of the contract as on the date of such termination. Nothing extra in addition to above shall be paid to the contractor in the event of such termination.

17.0 EXTENSION FOR DELAY :

If the works be delayed due to

- a) Force majeure or
- b) Delay on the part of the other contractors or tradesmen engaged by the BHEL in executing work not forming part of the contract, or
- c) Any other cause which, in the absolute discretion of BHEL is beyond the contractor's control then upon the happening of any such event cause delay, the contractor shall immediately give notice thereof in writing but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of BHEL to proceed with the work.

Requests for extension of time, to be eligible for consideration shall be made by contractor in writing within fifteen days of the happening of the event causing delay. The contractor may also, if practicable, indicate in such a request the period for which extension is desired, the working plan for remaining work.

In any such case Engineer-in-charge, BHEL or any other officer authorized by BHEL may give a fair and reasonable extension of time for completion of the work. Such extension (Grant/Denial) shall be communicated to the contractor by the Engineer-in-charge in writing, within 1 (One) month of the date of receipt of such request by the Engineer-in-charge.

NOTE: On account of this No Over Run charges of any kind shall be admissible.

18.0 WARRANTY

18.1 The warranty period for the work executed shall be for a period of 12 months commencing immediately from the date of completion of work.

18.2 In case of any deficiencies in the erection/ workmanship, which is detected before the expiry of the warranty period, the contractor on notification by BHEL shall rectify or remedy the defects at his own cost and provisions of this clause shall apply to the portions of the plant so replaced or renewed until the expiration of 6 months from the date of such replacement or renewal or the expiration of the original warranty period whichever is later. The repairs of the defective work shall be done by the contractor within a reasonable time to be decided mutually with the customer. If any defects be not remedied within a reasonable time, BHEL may proceed to do the work after giving 30 days notice to the contractor at the reasonable price and debit the cost to the contractor, but without prejudice to any other rights which BHEL/ customer may have against the contractor in respect of such defects. The new warranty after repairs shall be for 6 months from the date of commissioning or original warranty which ever is later.

18.3 During warranty period the contractor shall be liable to repair or replace any defective parts/services that may develop in the plant of his own manufacture or those of his subcontractors under condition provided by the contractor and under proper use and arising solely from faulty design of material or workmanship. The contractor's obligation against the above clause shall be limited at contractor's option to replace or repair at contractors works or at site. All transportation, insurance and other charges for sending



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the defective parts to contractor's works and back to site shall be borne by the contractor.

18.4 The acceptance of the work by the engineer shall in no way relieve the contractor of his obligation under this clause.

19.0 INSURANCE –

- a) It shall be the sole responsibility of the contractor to obtain transit insurance for envisaged scope of supply and get insured the property, materials, machineries, tools & tackles etc. belonging to him.
- b) It shall be the sole responsibility of the contractor to insure his workmen against risks of accidents and injury while at work as required by the relevant rules and to pay compensation, if any, to them as per Workmen's Compensation Act. The work will be carried out in a protected area and all the Rules and Regulations of BHEL / its customer in the project Area which are in force from time to time shall be followed by the contractor.
- c) If due to contractor's carelessness, negligence and / or non-observance of safety and other precautions, any accident / injury occurs to other persons / public, damage to BHEL's / its customer's property and/or personnel occurs, and if BHEL is unable to recover in full its claim from the Insurance Company, the deficit will be recovered from the contractor. The contractor shall be responsible for necessary compensation and other expenses in full, if so decided by the appropriate authority.
- d) It shall be the responsibility of the contractor to provide security arrangements for the equipment/materials belonging to BHEL / its customer & handed over to the contractor for Transportation / erection till these are taken over by BHEL or are returned to BHEL / its customer's Stores of the contract.

20.0 LIMITATION TO LIABILITY

The aggregate liability for any or all claims including penalty for delay/Liquidated damages and indemnification shall not exceed 100% of the total contract price.

21.0 STATUTORY REQUIREMENT:

It shall be the sole responsibility of the contractor to obtain all necessary statutory sanctions, approvals, Licence, Permits, & Certificates etc. as may be required to execute the work as envisaged in the scope. BHEL shall only provide all necessary assistance in obtaining such sanctions, approvals, licence, permits etc.

22.0 FACILITIES TO BE PROVIDED BY BHEL/CUSTOMER -**22.1 Construction Office and Stores:**

Depending upon the availability and requirement, the space for construction of office, stores, construction area and temporary hutments shall be provided free of cost to the contractor. However, the contractor shall remove all such temporary structures and handover the space made available to the contractor in a clean, levelled and tidy condition within two weeks of completion of the contract.

22.2 Electricity:

The contractor shall be provided with supply of electricity for the purpose of contract execution at one point in the project site free of charge. The contractor shall make his own further distribution arrangement. All temporary wiring must comply with local regulations and will be subject to Engineer In-charge inspection and approval before connection to supply. The supply of electricity for office, labour and staff colony etc. shall be on chargeable basis as per prevailing rates.

22.3 Water :

Necessary water for construction purpose shall be made available at a location free of charge. Any further distribution will be the responsibility of contractor. Free drinking



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water will also be provided in the site. Further distribution either to labour colony or at works or at office shall be the responsibility of contractor.

22.4 Residential Accommodation:

Upon award of work the contractor shall apply for allotment of residential accommodation for their personnel who is going to be posted at site for execution of the work. Subject to availability with the customer, the residential accommodation may be made available on chargeable basis.

22.5 Entry Passes:

Customer shall issue entry passes for the contractor's staff during normal/extended working hours including Sunday and holidays, depending upon requirement of work.

22.6 Communication:

Intercom facility available at site shall be provided at contractor's site office and store.

22.7 Laboratory facilities available at site shall be extended free of cost as and when required.

Note: The facilities as mentioned above are not obligatory. The contractor should be ready with alternate arrangement at his own cost.

23.0 PERMITS:

It shall be the bidder's responsibility to obtain all required permits from customer for taking out the equipments from plant premises for repair and overhauling. BHEL shall only recommends and forward the application of the bidder.

24.0 TOOLS, TACKLES & EQUIPMENTS :-

24.1 All tools & Tackles, handling facilities, plant & machinery and consumables required for satisfactory execution of the job will have to be arranged by the contractor free of cost. All measuring instruments, tools and tackles should be tested periodically and the contractor shall also produce necessary certificate and proof of having tested & calibrated from certified agencies. Only instruments calibrated within last one year from the date of use shall be used at site. Tools, tackles & equipments of reputed manufacturers with proper Test / Calibration Certificates to be arranged by the contractor at his own cost.

ANNEXURE "A"



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FORMAT FOR (EFT) ELECTRONIC FUND TRANSFER

You are requested to submit the information as per details given below at the earliest to enable processing of e-payment :

1. Name of the Supplier (Max 60 char)
2. Account No (Max 17 char)
3. Name of the bank, branch, city (Max 60, 40 and 20 characters respectively)
4. Branch Code (Max 5 char)
5. MICR Code (Max 30 char)
6. IFSC Code (Max. 30 char) [Every NEFT enabled bank / branch has a unique IFSC Code (Indian Financial Security Code)] This code may differ from RTGS IFSC code.

VENDORS / BIDDERS ARE SUPPOSED TO SUBMIT THE INFORMATION ON FIRM'S LETTER HEAD DULY ENDORSED AND STAMPED BY THEIR BANKERS.

In addition to above information please also furnish the following details to enable faster clearance of bills.

7. E-Mail Address (Max 40 char)
8. Details of TIN No. (Max 11 char)