



BHEL, BHOPAL

PRODUCT STANDARD

PROJECT DIVISION

PDX 09 073

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REV. 07

NIT No. PDX/MM&SC/GGSRB/T-01

TECHNICAL SUPPORT FOR 1x3.5 MW DG SET FOR GURU GOVIND SINGH REFINERY, BATHINDA FOR HPCL MITTAL ENERGY LTD.

(Note: The Special terms and conditions given here supersede the relevant terms & conditions given in General Terms and Conditions).

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 in conjunction with technical specifications

B) Special Conditions

C) General terms & conditions

1.3 Brief Description of Project site: - The project site is located near Bathinda in the state of Punjab. Nearest important towns are Raman Mandi and Bathinda, which are at a distance of 2 KM and 30 KM respectively from the Project Site. Nearest railway station is Tattangarh (Kanakwall) 3 KM away and nearest Airport is Bhisiana(Bathinda) 30 Km away from Project Site.

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 DESCRIPTION OF JOB

The job tendered out is for providing technical support for setting up a DG Power Plant of 3.5 MW rating for Guru Govind Singh Refinery, Bhatinda for HPCL Mittal Energy Limited.

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 relevant 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 mentioned in the scope but are found necessary for completion of the job are covered in their offer.

Prepared by

Checked by

Approved by

Date of Issue .

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03.02.2009



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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 the experience of having successfully executed the work of providing technical support (Engineering Consultancy) for setting up a DG Power Plant of 3 MW rating or above during last seven years ending 31.01.2009.

3.2 The bidder should have either executed or currently executing the work of providing technical support during last seven years ending on 31/12/2008 valuing either of the following:

(a) Three works each valuing not less than Rs. 16 Lacs

Or

(b) Two works each valuing not less than Rs. 20 Lacs

Or

(c) One work valuing not less than Rs. 32 Lacs

3.3 The bidder should have average annual financial turnover not less than Rs. 15 Lacs during the last 3 years, ending 31st March, 2008. Self attested Audited Balance Sheet and P/L Account for last three years to be submitted in fulfilment of this criterion.

3.4 The bidder should meet all statutory requirements of Central / State Govt. like PF / ESI / PAN/ Service Tax Registration etc. as may be applicable. Self attested photocopy of the relevant documents to be submitted by the bidder in fulfilment of this criterion.

Note:

1.0 Above mentioned criteria should be met by the bidder himself and not by any associate bidder.

2.0 The bidder is required to submit documentary evidence in support of each of the above qualifying criteria.

4.0 SCOPE OF WORK: Brief Scope of Work is as follows -

Consultant has to study the complete system by visiting the site, collect the data and interact with final customer /their consultant for assessment of work.

The scope of work includes interaction with BHEL, customer at site & Head Office, customer's consultant, preparation of technical specifications, design memorandum, design criteria, BOQ and price estimate for floating tender for procurement of equipments / services for BHEL scope of supply.

Consultant has to prepare the Layout of Power Plant, Layouts of individual package/ system/ equipment, drawings required to procure the equipments, single line diagrams, schematic diagrams, basic design calculations, QA plans, data sheets etc required to complete the work.

The complete drawings/ documents including piping layouts, piping isometrics on PDMS/ PDS , fabrication drawings, cable tray layouts, cable schedule etc. required for mechanical & electrical erection by mechanical/ electrical contractor shall be prepared by consultant based on inputs from equipment vendors.

3D drawings shall also be prepared by consultant, wherever required.

Consultant has to finalize battery limit of each package/system such that no work/supply is left unaccounted i.e. system integration & interfacing between each package has to be taken care off completely.

Consultant will provide information on established suppliers/ contractors of equipment/ package and services. He will also help BHEL to evaluate technical & quality capability



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assessment of vendors, if felt necessary for any vendor/vendors. Consultant will provide technical clarification to BHEL if so desired by BHEL.

Consultant has to prepare drawings, field quality plan with inspection report formats for procurement, erection and commissioning, checklist for each package/system of complete scope of work. Various checks required beginning from receipt & storing of material to commissioning of system shall be mentioned in field quality plan.

BHEL may depute its engineers to associate during detail preparation of specification, drawings etc. by consultant. Consultant will discuss all design parameters, drawings, layouts etc with BHEL engineer. However, all expenses like traveling allowance, daily allowance, local transport etc of BHEL engineers shall be borne by BHEL.

For detail, refer technical specifications.

5.0 COMPLETION SCHEDULE:

5.1 On intimation by BHEL through Fax or E-Mail for issue of LOI, the contractor has to commence the work with in 15 days of issue of LOI.

5.2 **The total work covered under the scope is to be completed within 5 (five) months from the date of commencement as per 5.1 above or one month from the last input from BHEL whichever is later.**

5.3 Upon award, the consultant shall submit to BHEL within 15 days of issue of LOI, a list of documents and drawings to be submitted by them covering the total scope of work indicating probable date of completion against each activity. The work shall be completed within the time period as specified above.

5.4 **The activity-wise completion schedule is as follows :-**

5.4.1 **Preparation of technical specifications, design memorandum, design criteria, BOQ and price estimate for floating tender for procurement and E & C of mechanical & Electrical equipments for BHEL scope of supply - To be completed within 03 (Three) Months from the date of commencement of work.**

5.4.2 **Technical evaluation of bids for procurement/services, Submission of civil input drawings / documents and Submission of mechanical & Electrical drawings/ documents - To be completed with in 05 (Five) Months from the date of commencement of work.**

5.4.3 **Submission of as built drawings / documents - To be completed with in 01 (One) Month from the date of issue of drawings duly marked with for alterations by BHEL.**

6.0 PRICE SCHEDULE:

6.1 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.

(PI read instruction carefully given in the price schedule before filling up)

6.2 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.



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7.1 Price shall include all taxes and Duties as on date of submission of tender except Service Tax.

7.2 Service Tax shall be payable to the contractor at actuals at the rate prevailing at the time of execution.

7.4 No claim is admissible on account of upward or downward revision in rate of existing taxes & duties (except 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 extended period.

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

8.0 TERMS OF PAYMENT:

8.1 Progressive payment shall be made against full/part completion of the activities as certified by BHEL Engineer on submission of invoice in duplicate 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.

8.2 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" .

8.3 Normally payment of bills takes about 30 days from the date of receipt of bills at Bhopal Office.

8.4 For regulating progressive payment against item No.1 of the price schedule, the sub activities contained under this item have been assigned weightage in % (percentage) of the award price of this item as below:

S. N.	Sub activities of Item No. 1 of Price Schedule for regulating progressive payment	Percentage value
1	Preparation of technical specifications, design memorandum, design criteria, BOQ and price estimate for floating tender for procurement of mechanical equipments for BHEL scope of supply.	10 %
2	Preparation of technical specifications, design memorandum, design criteria, BOQ and price estimate for floating tender for procurement of electrical equipments for BHEL scope of supply	10 %
3	Preparation of technical specifications, BOQ and price estimate for floating tender for erection of mechanical / electrical equipments. field quality plan with inspection report formats for erection and commissioning	5 %
4	Technical evaluation of bids for procurement /services	5%
5	Submission of civil input drawings / documents	15 %
6	Submission of mechanical drawings/ documents	35%
7	Submission of electrical drawings/ documents	10%
8	Submission of as built drawings / documents	10%



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- 8.5 Payment against visit charges shall be made on completion of the visit and on submission of invoice for the same by the consultant.

Note: Advance Payment – BHEL does not give advance as a policy.

9.0 VARIATION IN CONTRACT PRICE:

The quantities shown in the price schedule 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 $\pm 30\%$ of the total contract price.

10.0 EXTRA/ADDITIONAL ITEMS OF WORK:

- 10.1 Any NEW ITEM of work that 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 mutually decided and agreed upon.
- 10.2 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.
- 10.3 BHEL reserves the right to carry out such extra/additional items of work through any other agency or in such a manner, as he considered advisable.

13.0 EVALUATION OF THE OFFER AND ISSUE OF WORKS ORDER

- 13.1 The bidder shall submit complete price of the package.
- 13.2 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.
- 13.3 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.
- 13.4 Total price of the package shall be compared for the purpose of arriving at L-1.
- 13.5 Based on the techno-commercial evaluation and priced bids, the successful bidder shall be awarded the contract for the complete package.
- 13.6 No condition or deviations should be asked for in price bid.
- 13.7 Work is indivisible in nature and shall be awarded to a single party.

14.0 INSURANCE –

- a) It shall be the sole responsibility of the contractor to 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.



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- 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.

15.0 LD FOR DELAY

- 15.1** The total work under scope is to be completed within the completion time mentioned under Clause 5.2 of Special Conditions. **Delay in completion of the activities as envisaged under scope / total work that may take place beyond contractual schedule OR within any extension for the reasons attributable to the contractor shall be subject to imposition of LD at the rate of 0.50 % of the value assigned against different activities per week of delay subject to maximum ceiling of 10% of the contract order value.**

16.0 WARRANTY

- 16.1 The warranty period for the work executed shall be for a period of 12 months commencing immediately from the date of completion of the total package.**

- 16.2** In case the system/sub-system designed by the consultant does not perform to its desired parameters , which is detected before the expiry of the warranty period, the consultant on notification by BHEL shall reengineer the system/subsystem or provide necessary technical support at his own cost including cost of visit to site/customer's office/BHEL's office. In this process, the consultant shall ensure maximum utilization of originally specified material and provisions of this clause shall apply to the portions of the plant so reengineered until the expiration of 6 months from the date of such reengineering or the expiration of the original warranty period whichever is later.

- 16.3** Clause 16.2 shall be applicable for errors/omissions also due to consultant's fault or negligence detected before the expiry of warranty period.

- 16.4** The acceptance of the work by the engineer shall in no way relieve the consultant of his obligation under this clause.

17.0 TERMINATION OF THE CONTRACT

"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.

18.0 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.



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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.

19.0 The bidder is required to follow following recommendations of Central Vigilance Commission, Govt. of India:

19.1 A firm which has been engaged by the PSU to provide goods or works for a project and any of its affiliates will be disqualified from providing consulting services for the same project. Conversely, a firm hired to provide consulting services for the preparation of implementation of a project, and any of its affiliates, will be disqualified from subsequently providing goods or works or services related to the initial assignment of the same project. Consultants or any of their affiliates will not be hired for any assignments which by its nature may be in conflict with another assignment of the consultant.

19.2 The bidders are required to submit an undertaking in writing with regard to the aforesaid recommendation of CVC at the time of submission of Price Bid failing which the offer submitted shall not be considered for opening.

20.0 CVC GUIDELINE :- The bidder is required to follow following recommendations of Central Vigilance Commission, Govt. of India :

20.1 A firm which has been engaged by the PSU to provide goods or works for a project and any of its affiliates will be disqualified from providing consulting services for the same project. Conversely, a firm hired to provide consulting services for the preparation of implementation of a project, and any of its affiliates, will be disqualified from subsequently providing goods or works or services related to the initial assignment of the same project.

Consultants or any of their affiliates will not be hired for any assignments which by its nature may be in conflict with another assignment of the consultant.

20.2 The bidders are required to submit an undertaking in writing with regard to the aforesaid recommendation of CVC at the time of submission of their offer failing which the Price Bid submitted along with the offer shall not be considered for opening.



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ANNEXURE "A"

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)