



BHEL, BHOPAL

PRODUCT STANDARD

PROJECT DIVISION

PDX 09 073

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SPECIAL CONDITIONS**REV. 10****NIT No. PDX/MM&SC/Barauni/T-01****TECHNICAL SUPPORT FOR BALANCE OF PLANT AND ELECTRICAL SYSTEMS FOR R & M WORK OF 2x110 MW (UNIT 6 & 7) OF BARAUNI THERMAL POWER PLANT.**

(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 at Barauni in the state of Bihar approximately 12 kms from Barauni Junction. Nearest Airport is Patna approximately 125 Kms away from Project Site.

1.4 The bidders are advised to take into account all factors including law & order 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 Balance of Plant and Electrical Systems for R & M work of 2x110 MW (UNIT 6 & 7) of Barauni Thermal Power Plant.

2.1 The bidder 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.

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

Prepared by

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Approved by

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Date of Issue .

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

- 3.1 The bidder should have the experience of providing technical consultancy for either of the following during last seven years ending 31/05/2009 –
- 3.1.1 setting up of a new coal based thermal power plant in totality or for only BOP and Electrical Systems with associated civil works of the said plant.
- OR**
- 3.1.2 R & M of the existing Thermal Power Plant in totality or in the area of BOP and Electrical Systems with associated civil works of the said plant.
- 3.1.3 Both the above criteria shall be applicable for 30 MW or above rating of the thermal plant.
- 3.2 The bidder should have successfully completed during last seven years ending 31st MAY 2009 the work similar in nature as mentioned in sl. No. 3.1.1 or 3.1.2 above for valuing either of the following:
- Three works each valuing not less than Rs. 100 lacs
 - Two works each valuing not less than Rs. 125 lacs
 - One work each valuing not less than Rs. 200 lacs
- 3.3 The bidder should have earned profit in any one year during last three financial years ending on 31/03/2009 and have positive net worth as on 31/03/2009. The calculation of positive net worth is required to be submitted by the bidder duly attested by their Chartered Accountant.
- 3.4 The bidder should have average annual turn over not less than Rs. 75.00 lacs during last three financial years ending 31st March 2009. Self attested audited balance sheet and P/L account for last three financial years to be submitted in fulfilment of this criterion.
- 3.5 The bidder should meet statutory requirements of Central/state Govt. like Provident Fund Number, Service Tax Registration Number and Permanent Account Number as applicable.

Note:

1. The above-mentioned criteria should be met by the bidder himself or his Principal or wholly owned subsidiary.
2. 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 –

- 4.1 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.
- 4.2 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.
- 4.3 These being very old plants, complete information/ documents/ drawings may not be available with customer. The consultant will be required to collect all available drawings and documents from either plant or customer's head office, under intimation to us. The consultant shall be prepared to depute their person for this. All drawings, documents thus collected shall be handed over to BHEL after completion of engineering.



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- 4.4 Whenever readymade information is not available, the consultant shall generate information by reverse engineering. consultant may have to depute their engineers/ designers/ draftsmen for collection of data, generation of drawings etc. at site.
- 4.5 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.
- 4.6 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.
- 4.7 3D drawings shall also be prepared by consultant, wherever required.
- 4.8 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.
- 4.9 Consultant will provide information on established suppliers/ contractors of equipment/ package and services. He will also help BHEL to evaluate technical & quality capability assessment of vendors, if felt necessary for any vendor/vendors. Consultant will provide technical clarification to BHEL if so desired by BHEL.
- 4.10 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.
- 4.11 Consultant has to resolve all technical problems that may occur during evaluation of technical bid, procurement of items, erection & commissioning and testing of system/package/equipment and power plant and during post commissioning warrantee period by visiting BHEL offices, sites, vendor works etc.
- 4.12 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.
- 4.13 **BROAD CLASSIFICATION OF ACTIVITIES TO BE PERFORMED –**
There are total 31 No. of packages as indicated in technical specification. The consultant shall be required to render their services against all the packages for different activities as below -

Sr. No.	Brief Description of Activities
1	Submission of (a) technical specifications, (b) BOQ, (c) price estimate, (d) Drawings and (e) list of Vendors required for floating tenders for each package/system/subsystem including for E & C packages(Mechanical, Electrical & Civil) including preparation of FQP for service contracts covered under the scope
2	Technical Support for Technical Evaluation of the Bid
3	Complete Detailed Engineering Drawings (for Service Contracts) including layout drawings till approval from Customer including Submission of Design Calculation.
4	Vetting of all Vendor Drawings / Design / Document / Datasheets / QAP / FQP for Different Systems/Sub Systems (applicable for Supply / Supply and E&C Contract)
5	Technical Support during Manufacturing including pre-dispatch inspection, inline with approved QAP/Drawings/Documents
6	Technical support during E&C and Performance Testing (onsite as well as offsite)



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7	Submission of As Built Drawings
8.	Technical support for any problem occurs during warranty period up to 12 months from commissioning of TG Set.

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 Upon award, the contractor 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 w.r.t. different packages against each activity.

5.3 On receipt of the list of documents as above BHEL may prioritise package wise completion schedule of different activities and the contractor shall be bound to accept the same.

5.4 **It shall be the sole responsibility of the contractor to ensure submission of list of documents as above and got approved from respective Engineering In-charge before submission of their 1st invoice.**

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

Sl. No.	Brief Description of Activities	Completion Schedule
1	Submission of (a) Technical Specifications, (b) BOQ, (c) Price Estimate, (d) Drawings and (e) List of Vendors required for floating tenders for each package/system/subsystem including for E & C packages(Mechanical, Electrical & Civil) including preparation of FQP for service contracts covered under the scope	To be completed within 06 (Six) Months from the date of issue of LOI or 1 month from the last input required for the job whichever is later.
2	Technical Support for Technical Evaluation of the Bid	To be carried out at BHEL Bhopal and to be completed with in 15 days from the date of written (fax/email) intimation from BHEL as and when required.
3	Complete Detailed Engineering Drawings (for Service Contracts) including layout drawings till approval from Customer including Submission of Design Calculation.	To be completed earliest by 02 months before the completion time assigned by BHEL for the respective service contract or 01 (One) month from the last input required from BHEL/Customer whichever is later.
4	Vetting of all Vendor Drawings / Design / Document / Datasheets / QAP / FQP for Different Systems/Sub Systems (applicable for Supply / Supply and E&C Contract)	To be completed with in 01 month from the date of submission of above documents by the vendor.
5	Technical Support during Manufacturing including pre-dispatch inspection, inline with approved	To be carried out at Bhopal or Vendor



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	QAP/Drawings/Documents	Works as and when required by BHEL.
6	Technical support during E&C and Performance Testing (onsite as well as offsite)	As and when required
7	Submission of As Built Drawings	To be completed within 01 (One) Month from the date of issue of drawings duly marked with for alterations by BHEL.
8.	Technical support for any problem occurs during warranty period up to 12 months from commissioning of TG Set.	As and when required

NOTE : The consultant shall ensure timely completion of work under their scope to match the completion schedule of total R & M activities as under:

- **Unit No 7: within 22 months**
- **Unit No 6 :within 28 months**

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.

7.0 TAXES AND DUTIES:

7.1 Price shall include all taxes and Duties as on date of submission of tender except **Works Contract Tax/Trade Tax/Vat and Service Tax.**

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

7.3 Works Contract Tax/Trade Tax/VAT as applicable shall be reimbursed to the contractor at actual at the rate prevailing at the time of execution of work against submission of Tax Invoice and relevant documentary evidence of tax paid like Copy of Challan, Copy of return filed etc. as required.

7.4 No claim shall be admissible on account of revision in rate of existing taxes & duties (except WCT/Trade Tax/VAT 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 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.



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- 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 submission of bills at Bhopal Office duly verified by site engineer.
- 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 awarded price as below :

Sr. No.	Brief Description of Activities	% age
1	Submission of (a) Technical Specifications, (b) BOQ, (c) Price Estimate, (d) Drawings and (e) List of Vendors required for floating tenders for each package/system/subsystem including for E & C packages(Mechanical, Electrical & Civil) including preparation of FQP for service contracts covered under the scope	35%
2	Technical Support for Technical Evaluation of the Bid	5%
3	Complete Detailed Engineering Drawings (for Service Contracts) including layout drawings till approval from Customer including Submission of Design Calculation.	20%
4	Vetting of all Vendor Drawings / Design / Document / Datasheets / QAP / FQP for Different Packages, Systems/Sub Systems (applicable for Supply / Supply and E&C Contract).	10%
5	Technical Support during Manufacturing including pre-dispatch inspection, inline with approved QAP/Drawings/Documents	10%
6	Technical support during E&C and Performance Testing (onsite as well as offsite)	10%
7	Submission of As Built Drawings.	5%
8	Technical support for any problem occurs during warranty period up to 12 months from commissioning of TG Set.	5%

REMARK :- The percentage assigned against each activity above shall be divided equally amongst the total no. of packages for assessment of percentage completion for making progressive payment or for deducting penalty towards delay or non completion /non execution of the activity.

- 8.5** Payment against visit charges and reimbursement of travel expenses shall be made on completion of the visit and on submission of invoice for the same with supporting documents by the consultant. Payment against visit charges and reimbursement of travel expenses shall be made in accordance with provisions contained in the footnote of Price schedule.

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



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9.0 PENALTY FOR DELAY

The total work under the scope is to be completed within the completion time mentioned under Clause 5.0 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 PENALTY 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.

10.0 DEDUCTIONS FOR NON COMPLETION OR NON EXECUTION OF ANY ACTIVITY –

10.1 In case the contractor fails to complete and/or execute any of the activities or part of it against different packages, an amount equal to 10% of the value of that activity and/or package arrived as per assigned percentage shall be recovered from their bill.

11.0 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 ± 30 % of the total contract price.

12.0 EXTRA/ADDITIONAL ITEMS OF WORK:

- 12.1 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.
- 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 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 in the required fashion in the enclosed price bid proforma only.
- 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



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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.

15.0 WARRANTY

15.1 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.

15.2 In case the system/sub-system designed by the consultant does not perform to its desired parameters, which is detected during currency 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.

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

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

16.0 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.

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.

17.1 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.



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- 17.2** 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.
- 18.0 CVC GUIDELINE :-** The bidder is required to follow following recommendations of Central Vigilance Commission, Govt. of India :
- 18.1** 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.
- 18.2 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.**
- 19.0 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.
- 20.0 ARBITRATION (supersedes clause 20.0 of GCC)**
- 20.1** All disputes between the parties to the Contract arising out of or in relation to the Contract, other than those for which the decision of the Engineer in the Contract or any other person is expressed to be final and conclusive, shall after written notice by either party to the contract to the other party, be referred to sole arbitration of the General Manager or his nominee. The Arbitration shall be conducted in accordance with the provisions of the Indian Arbitration and Reconciliation Act, 1996.
- 20.2** The award of the arbitrator shall be final and binding on the parties to this contract.
- 20.3** The contractor shall continue work under the contract during the arbitration proceedings, unless the matter is such that the work cannot possibly be continued until the dispute or differences are settled by the arbitration and save as those which are otherwise expressly provided in the contract.
- 20.4** The arbitration proceedings shall be held at Bhopal. The jurisdiction of courts for these proceeding shall be at Bhopal.



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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)