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TENDER SPECIFICATION

TENDER NO. BHEL: NR (SCT): NOIDA-TSX: COND TUBE CLNG: 713

FOR

**Rate contract for Bullet cleaning of condenser tubes at various
BHEL- PSNR Project Sites.**

PART I – TECHNICAL BID



भारत हैवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
Power Sector – Northern Region,
Plot No. 25, Sector - 16A ,
Distt. Gautam Budh Nagar, NOIDA – 201 301. INDIA



ISO 9001-2000, ISO 14001 and
OHSAS 18001 certified company
SubContract and Purchase Deptt.

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TENDER NO. **BHEL:NR(SCT):NOIDA-TSX:COND TUBE CLNG:713**

IMPORTANT NOTE

PURCHASER OF THIS TENDER DOCUMENT IS ADVISED TO CHECK AND ENSURE COMPLETION OF ALL PAGES OF TENDER DOCUMENT AND REPORT ANY DISCREPANCY TIMELY FOR CORRECTIVE ACTION, IF ANY, TO THE ISSUING AUTHORITY BEFORE THE BIDS ARE SUBMITTED. ORIGINAL COPY OF TENDER DOCUMENT COMPLETE IN ALL RESPECTS MUST BE SUBMITTED BACK AS PART OF THE BID WITHOUT WHICH THE SAME IS LIABLE TO BE REJECTED BY BHEL.

THIS TENDER SPECIFICATION ISSUED TO:

M/s-----

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TENDER NOTICE

Sealed tenders are invited from the contractors fulfilling qualifying requirements for the “Rate contract for Bullet cleaning of condenser tubes at various BHEL-PSNR project sites”.

TENDER NO. BHEL:NR(SCT):NOIDA-TSX:COND TUBE CLNG:713

QUALIFYING REQUIREMENTS:

1.0 “Tenderer should have carried out at least one job of condenser tube cleaning using metallic bullets in unit rating not less than 120 MW or two jobs of condenser tube cleaning using metallic bullets in unit rating not less than 60 MW.”

AND

2.0 “Tenderers should also have an average annual turnover of minimum of Rs. 20 lacs (Twenty lacs only) based on the audited accounts of last three financial years (2006-07, 2007-08 & 2008-09). Bidders shall submit audited annual accounts (balance sheets and profit & loss account) in support of this”.

OTHER INSTRUCTIONS :

- (i) The Tender Documents comprise of following:
 - (a) General Conditions of Contract
 - (b) Special Conditions of Contract, Tender Notice, Project Synopsis etc.
 - (c) Rate Schedule
- (ii) Tender Documents with complete details are hosted in this web page. Bidder(s) intending to participate may download the tender document from the web site. Bidder(s) downloading the tender documents from the web site, shall remit **Rs.1000/- (Rupees One thousand only)** in the form of crossed demand draft (non-refundable), in favour of BHEL, NOIDA along with their offer.
- (iii) Bidder(s) can also purchase hard copy of tender documents from this office. Tender documents (non transferable) will be issued on all working days between 09.30 Hrs. to 12.30 Hrs within the sale period i.e. **up to 25.06.2010** on payment of **Rs.1000/- (Rupees**

TENDER NO. BHEL: NR (SCT): NOIDA-TSX: COND TUBE CLNG: 713

One thousand only (non-refundable) either in cash or by crossed demand draft in favour of BHEL, NOIDA. Request for issue of tender document should clearly indicate Tender No. and work.

- (iii) Tenders must be submitted to the undersigned in Room No. 104 **latest by 25.06.2010, before** opening of technical bids commences. Technical bids shall **be opened at 15.30 Hrs. on 25.06.2010**
- (iv) Earnest Money Deposit (EMD): Refundable, Non-interest bearing **EMD of Rs. 1,50,000/-** shall be deposited by Account Payee Pay Order 'OR' Demand Draft in favour of " Bharat Heavy Electricals Limited" payable at Delhi/ NOIDA. Those bidders who have already deposited 'One Time 'EMD' of Rs. 2,00,000/- with BHEL, PSNR, NOIDA need not submit EMD with the present tender.
- (v) Tenders not accompanied with Full Earnest Money Deposit, as indicated above, will not be considered.
- (vi) All corrigenda, addenda, amendments and clarifications to this Tender will be hosted in this web page and not in the newspaper. Bidders shall keep themselves updated with all such amendments.
- (vii) BHEL reserves the right to accept or reject any or all tenders without assigning any reason whatsoever.
- (viii) BHEL takes no responsibility for any delay/ loss of documents or correspondences sent by courier/ post.
- (ix) **BHEL reserves the right to go for a Reverse Auction instead of Opening the submitted sealed bid, which will be decided after technical evaluation.** As such, the bidders should submit their best prices in the 'Sealed Price Bid'. However, bidders are required to confirm their acceptance of "General terms and conditions" governing RA specifically in their technical bid. The "General terms and conditions" governing RA are given in the SCC of the NIT. Bidders are also required to furnish following details in their techno-commercial bid, for this purpose (RA).

Authorization of representative who will participate in the on line Reverse Auction Process;

- A) Name and Designation of official
 - B) Postal Address (Complete)
 - C) Telephone Nos. (Land line & Mobile both)
 - D) FAX No.
 - E) E-mail address
 - F) Name of Place/ State/ Country, wherefrom he will participate in the RA.
- (x) Unsolicited rebate/discount shall not be accepted after bid opening.
 - (xi) Bids, once submitted, shall not be returned.

SDGM/ SCP



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NOTICE INVITING TENDER

LAST DATE OF SALE : 25.06.2010 12.30 Hrs.

DATE OF OPENING : 25.06.2010 15.30 Hrs.

NIT NO. / NAME OF WORK
<p style="text-align: center;">TENDER NO. BHEL:NR(SCT):NOIDA-TSX:COND TUBE CLNG:713</p> <p>Sealed tenders are invited from the contractors fulfilling qualifying requirements for the “Rate contract for Bullet cleaning of condenser tubes, at various BHEL-PSNR Project Sites”.</p>

NOTES

1. Please visit our website at www.bhel.com for details.
2. All corrigenda, addenda, amendments and clarifications to this Tender will be hosted in this web page and not in the newspaper

SDGM/ SCP

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PROCEDURE FOR SUBMISSION OF SEALED TENDERS:

The tenderers must submit their tenders as required in two parts in separate sealed covers prominently superscribed as Part-I Technical bid and Part-II ,Price bid also indicating on each of the cover tender specification no., date and time as mentioned in tender notice.

TECHNICAL BID (COVER-I)

Except Price bid Part-II, complete set of tender document consisting of General conditions of Contract, “Technical specification & Special terms and condition” (Part-I) issued by BHEL shall be enclosed in Part I Technical Bid only. All schedules, data sheets and details called for in the specification shall also be submitted along with technical bid. All details/ Data/ Schedules including offer letter duly signed and stamped are to be submitted in duplicate.

PRICE BID (COVER-II)

Tenderers may please note that price bid is to be submitted only in original copy of Tender i.e. Price bid (Part-II) issued by BHEL and no duplicate copy of same is required.

These Two separate covers i.e. cover I & II shall together be enclosed in a third envelope (Cover-III) and this sealed cover shall be superscribed with tender specification No., due date, time and submitted to officer inviting tender as indicated in tender notice on or before due date as indicated.

PROJECT SYNOPSIS

1. SITE-Bawana

1. Name of the Owner : Pragati Power Corporation Limited (PPCL)
2. Address : Pragati III CCPP
Bawana
Delhi
3. Installed capacity : New project
4. New Installation : 1500 MW (Nominal)
5. Nearest Railway station : Delhi
6. Nearest City : Delhi
7. Nearest Airport : Delhi
8. Maximum Temperature : 48 Deg C
9. Minimum temperature : Appx 2 Deg C

SITE-CHHABRA

- Name of the Owner : Rajasthan Rajya Vidyut Utpadan Nigam Ltd
1. Address : Chhabra Thermal Power Station
RRVUNL Chowki Motipura
Tehsil Chhabra , District Baran
Rajasthan
2. Installed capacity : New project
3. New Installation : 2 x 250 MW
4. Nearest Railway station : Chhabra Town -- 22 km
Guna -- 25 km
Ruthai Junction – 15 km
Kota -- 190 km
5. Nearest City : Guna 25 km by road on NH 3 (Agra Bombay Highway)
6. Nearest Airport : Jaipur - 450 km
Gwalior - 250 km
7. Maximum Temperature : 48 Deg C
8. Minimum temperature : Approx 2 Deg C

SITE-JHAJJAR

1. Name of the Owner : ARAVALI POWER CORPORATION PVT LTD
2. Address : INDIRA GANDHI STPP
District JHAJJAR
Haryana
3. Installed capacity : New project
4. New Installation : 3 x 500 MW
5. Nearest Railway station : Jharli -- 3 km
Jhajjar Town - 35 km
Bahadurgarh - 70 km
Delhi – 150 km
6. Nearest City : Bahadurgarh 70 Km
7. Nearest Airport : Delhi - 150 km
8. Maximum Temperature : 48 Deg C
9. Minimum Temperature : Appx 2 Deg C

SITE-HARDUAGANJ

1. Name of the Owner: Uttar Pradesh Rajya Vidyut Utpadan Nigam Ltd
2. Installed capacity: 7 units of 50,60 &110 MW
3. Proposed Extention : 2 x 250 MW
4. Nearest Railway station : ALIGARH -- 15 km
5. Nearest City : ALIGARH 15 km by road
6. Nearest Airport : DELHI - 200 km
7. Maximum Temperature : 48 Deg C
8. Minimum temperature : Appx. 2 Deg C

SITE-FARAKKA

National Thermal Power corporation Ltd. has entrusted BHEL for Design, Engineering, Manufacturing, Supply, Installation, Testing and commissioning of Steam Generator, Turbine Generator packages along with their auxiliaries for 1 x 500 MW for Farakka Super Thermal Power Project, Stage-III which is located near Farakka town in Murshidabad district of West Bengal. The Stage-III of the Project shall comprise of one (1) unit of 500 MW. Stage-I & Stage-II of the project comprises of three (3) units of 210 MW each and two (2) units of 500MW each are presently under commercial operation. The ultimate capacity of the project will be 2130 MW (Stage-I, 3x210 MW + Stage-II, 2x 500 MW + Stage-III, 1X500 MW).

The nearest railhead New Farakka Railway Station of Eastern Railway is approximately 2.0 km away from the project site. Maldah is the nearest major towns located within 50Km distance from the project site. The nearest commercial airport is Kolkata and located at a distance of approximately 300-km. New Farakka Railway station is around 300 Km away from Howrah.

SITE-PARICHHA

1. Name of the Owner: Uttar Pradesh Rajya Vidyut Utpadan Nigam Ltd
2. Installed capacity: 2 x 110 MW + 2 x 210 MW
3. Proposed Extention : 2 x 250 MW
4. Nearest Railway station : Jhansi -- 22 km
Paricha -- 6 km
5. Nearest City : Jhansi .22 km by road on NH 25
(Jhansi - Kanpur Highway)
6. Nearest Airport : Kanpur - 200 km
Gwalior - 100 km
7. Maximum Temperature : 48 Deg C
8. Minimum temperature : Appx 2 Deg C

SITE-DADRI

NTPC DADRI NATIONAL CAPITAL THERMAL POWER PROJECT

STAGE- II (2X490 MW)

M/S NTPC Ltd (NTPC) has awarded a contract on BHEL for design, supply, transportation, storage and material handling at site, erection and commissioning of 2 x 490 MW coal based thermal set consisting of boilers, turbines, generators, C&I with all the auxiliaries and accessories on a lump sum basis.

The project has 4x 210 MW thermal sets and a combined cycle gas plant consisting of 2 modules of 408.5 MW each already in operation.

On the part of BHEL it has to create its own storage, residential and office facility at site. NTPC has given the open land for development of infrastructure at site and BHEL shall have to develop it for construction of closed and open storage yard & office complex.

The project is situated at Dadri PO Vidyut Nagar in District Gautam Budh Nagar in UP state. and is located about 30 Kms from Ghaziabad and is about 60 Kms from Delhi.

PROJECT SYNOPSIS

BARSINGSAR

2 X 125 MW THERMAL POWER PROJECT, BARSINGSAR (RAJ.)

M/s Nevyeli Lignite Corporation Ltd., Nevyeli, a Govt of India Enterprise with Head Office at Cuddalore Distt, Tamilnadu has entrusted BHEL for Erection, Testing And Commissioning of 2 x 125 MW Thermal Power Project at Barsingsar, Distt. Bikaner, Rajasthan. The Thermal Power Project at Barsingsar is a lignite based Power House.

The site location is about 25 KM South west of Bikaner (8 KM west of Palana on NH – 89 Bikaner-Jodhpur-Ajmer road and 15 Km from Bikaner-Jaisalmer-Kandla NH - 15). Palana is the nearest Railway station on Merta Road – Bikaner Section of Northern Railways. The nearest Airport is at Jodhpur

All dispatches are expected by road, as there is no railway siding available. All bidders are advised to visit site and acquaint themselves with the condition prevailing at site before quoting for the work.

SITE - SURATGARH

Rajasthan Rajya Vidyut Utpadan Nigam Limited has entrusted BHEL for Design, Engineering, Manufacturing, Supply, Installation, Testing and commissioning of Steam Generator, Turbine Generator packages along with their auxiliaries and Generator Transformer for 1 x 250 MW, Unit # 6, Stage – IV, SSTPS, Suratgarh, Distt.- Sri Ganganagar (Rajasthan).

Nearest railway siding is available at the plant. Suratgarh Railway station is about 30KM away from the project. Nearest highway no. 15 Bikaner-Ganganagar section is about 15 KMs from the project site.

SECTION - III

SPECIAL CONDITION OF CONTRACT

Clause No.	Title
34.0	SCOPE OF WORK
35.0	TIME SCHEDULE
36.0	RATE SCHEDULE
37.0	VALIDITY OF RATES & CONTRACT PERIOD
38.0	FACILITIES
39.0	RESOURCES
40.0	TERMS OF PAYMENT
41.0	INSTRUCTIONS TO TENDERERS
42.0	CONTRACTOR'S SUPERVISION
43.0	SUPERVISORY STAFF AND WORKMEN
44.0	TOOLS AND PLANTS/ IMTEs
45.0	EXECUTION OF WORK
46.0	SITE DRAINAGE
47.0	INSPECTION AND STAGE APPROVAL OF THE WORK
48.0	UNCOVERING AND MAKING GOOD
49.0	DISCREPANCIES AND ADJUSTMENT OF ERRORS
50.0	SAFETY CODE
51.0	NUISANCE
52.0	PROTECTION OF WORKS
53.0	PROTECTION OF EMBEDMENTS, BOLTS ETC.
54.0	CLEARANCE OF SITE AND REPAIRS
55.0	COMPLETION OF WORK
56.0	RECORDS AND MEASUREMENTS
57.0	DEVIATION
58.0	VALUATION OF DEVIATIONS
59.0	COMPLIANCE TO REGULATIONS AND BYELAWS
60.0	PROGRESS REPORTING
61.0	DRAWING AND DOCUMENTS
62.0	DELAY AND EXTENSION OF TIME
63.0	PRICE VARIATION
64.0	TAXES AND DUTIES
65.0	FINAL BILL
66.0	LIQUIDATED DAMAGES
67.0	PROCEDURE FOR CONTRACT FINALIZATION & SLECTION OF PARTIES
68.0	SECURITY DEPOSIT
69.0	OTHERS

SPECIAL CONDITIONS of CONTRACTS

34.0 SCOPE OF WORK:

To enter in to rate contract for two years for condenser tube cleaning using imported metallic bullets for the following tentative sites.

Work per unit shall consist (but not limited to) of following:

**Condenser Tube cleaning for
Projects planned during 2010-11**

Dadri Unit 5 & 6 (2 X 490 MW)	Distt. Ghaziabad (UP)
Chhabra Unit 1 / 2 (2 X 250 MW)	Distt. Baran (Rajasthan)
Suratgarh Unit 6 (1 X 250 MW)	Distt. Suratgarh (Rajasthan)
Parichha Unit 5 (1 X 250 MW)	Distt. Jhansi (UP)
Barsingsar Unit 1 / 2 (2 X 125MW)	Distt. Bikaner (Rajasthan)

Projects planned during 2011-12

Harduaganj Unit 8 / 9 (2 X 250 MW)	Distt. Aligarh (U. P.)
Farakka Unit 6 (1 X 500 MW)	Distt. Malda (W. B.)
Jhajjar Unit 1 , 2 & 3 (3 X 500 MW)	Distt. Jhajjar (Haryana)
Bawana STG 1 & 2 (2 X 250 MW)	Delhi

Work Includes ;

Opening of Water Boxes man holes of condenser at front and Rear sides.
Arrangement of temporary platform / Ladders for approaching inside and out side of the Condenser. (All arrangements including arrangement of scaffolding etc. in the scope of Contractor).

Cleaning of all tubes (Approx. No. of tubes are as per details given below), from inside using **Imported Metallic Bullets only.**

	250 MW	500 MW	125 MW
NUMBER OF TUBES :	15,664 nos.	24398 nos.	14250 nos.
LENGTH OF TUBES :	11,400 mm	14,360 mm	8600 mm
OD x Thickness OF TUBES :	28.57X0.71 mm	31.75 X0.71 mm	22 mm

Note : Approx. 1.5 to 2 % tubes (provided in top two rows) are of higher thickness i.e. 0.89mm in place of 0.71mm. Bullets to be arranged accordingly

Removing of slush / dirt / dust / debris / etc., from the Condenser and its disposition outside at given point (within the plant premises).

Arrangement of illumination inside Condenser, through 24 volts supply.

Cleaning and closing of the Water Box manholes and replacement of Gaskets (to be arranged by Contractor) after completion of work and ensuring no leakage after water charging.

The Contractor shall submit the proposed Manpower and T&P Deployment Schedule for T & P proposed to be deployed for each category (for each unit) separately along with the Technical Bid.

35.0 TIME SCHEDULE

- 35.1 **The successful bidders are required to commence the work within 10 days time from the date of issue of Letter Of Intent (LOI) by BHEL or as and when desired by BHEL and entire work for one Unit is to be completed within 04 days for 250 MW, 05 days for 500 MW, 03 days for 125 MW or earlier from date of start of work or as required by BHEL. It is expected that the contractor shall mobilise site within 10 days of intimation from BHEL.**
- 35.2 The work under the scope of this contract is deemed to be completed in all respects, only when all the works are carried out as per satisfaction of BHEL. The decision of BHEL on completion date shall be final and binding on the contractor.

36.0 RATE SCHEDULE

- 36.1 Contractor shall fully understand description and scope of work before quoting. The scope of work and responsibility of the contractor as mentioned under these specifications shall be covered within the quoted/ finally accepted rates.
- 36.2 **The bidders shall quote their rate for cleaning of condenser tubes using Imported Metallic Bullets (Documentary proof of material and supplier of Metallic bullets to be submitted with the offer) on per tube basis for each category, which shall be applicable for all the PSNR site. The order value for each category of unit shall be worked out as per number of tubes indicated above under Scope of Work and order shall be issued accordingly for the units envisaged at present and given under Scope of Work. However, BHEL reserve the right to include/delete any unit , depending upon its requirement. The bidders shall quote their price inclusive of all applicable taxes except for service tax.**
- 36.3 **Conditional price bids or price bids with any deviation/ clarification etc. are liable to be rejected. No cutting/ erasing/ over writing shall be done.**
- 36.4 Contractor's total quoted price as per rate schedule will be taken as tentative only. The contractor undertakes to carryout actual quantities against each item as per project requirement and accordingly the final contract price shall be adjusted on the basis of quantities actually erected at site and payments will also be regulated for the same. The contractor confirms that unit rates quoted above takes care of such variation during execution stage.

37.0 VALIDITY OF RATES & CONTRACT PERIOD:

37.1 The rate quoted shall valid for two years from the date of LOI by BHEL. BHEL will be at Liberty to terminate / short close the contract any time by giving a notice of 15 days in case of poor performance of the contractor as reported from site.

37.2 The period of contract shall be for two years from the date of letter of intent. However, the contract can be extended for further three months from the date of scheduled completion, at the same rate, terms & conditions at the sole discretion of BHEL.

38.0 FACILITIES:

38.1 All facilities including storage and office accommodation etc., required for successful & timely execution of job is to be arranged by contractor within their quoted/ accepted rates. Contractor shall make his own arrangement for accommodation, access to site and the cost of all such work shall be considered to be included in his quoted price.

38.2 Power and water connections will be provided to party in the near by proximity, free of charge.

38.3 BHEL shall provide free of rent limited open space for office and store as and where made available by its customer. It is the responsibility of the contractor to construct sheds, provide all utilities as a part of his scope of work.

38.4 Contractor shall be responsible for providing all necessary facilities like residential accommodation, transport, electricity, water, medical facilities etc. as required under various labour laws and statutory rules and regulations framed there under to the personnel employed by him.

38.5 In case of power cuts/ load shedding no compensation for idle labour or extension of time for completion of work will be given to contractor.

38.6 Adequate lighting facilities such as flood lamps, hand lamps and area lighting shall be arranged by the contractor at the site of construction, contractor's material storage area etc. within finally accepted rates.

38.7 No claim for damages will be entertained by the Company on account of interruptions of water supply or limitation of quantity of water as aforesaid or on account of the water so taken being not fit for construction purposes or on any other account in connection with such water supply.

38.8 The Contractor shall during the progress of the work, provide, erect and maintain at his own expenses all necessary temporary workshops, stores, consumables, offices, etc. required for the proper and efficient execution of the work. The planning, setting and erection of these buildings shall have the approval of the Engineer and the Contractor shall at all times keep them tidy and in a clean and sanitary condition to the entire satisfaction of the Engineer.

38.9 On completion of work or as and when required by BHEL, all the temporary buildings, structures, pipe lines, cables etc. within the plant and in labour colony shall be dismantled and leveled and debris shall be removed as per instruction of BHEL by the contractor at his cost. In the event of his failure to do so, same will be got done by the Engineer and expenses incurred shall be recovered from the contractor along with prevailing overhead. The decision of BHEL Engineer in this regard shall be final.

39.0 RESOURCES:

All resources including T&P, IMTEs, manpower, consumables (including gaskets) etc. required for successful completion of job are to be arranged by the contractor within the quoted / accepted rates.

40.0 TERMS OF PAYMENT

90% payment for work done for respective unit shall be payable on completion of condenser tube cleaning work by the respective site.

Balance 10% payment for respective unit shall be payable on submission and passing of final bill, clearing of site and completion of all contractual responsibilities.

41.0 INSTRUCTIONS TO TENDERERS

41.1 The tenderers are advised to physically visit the site and fully acquaint themselves with site conditions, transportation routes, various distances and the fact that other contractors would be working in this area their structures are to be protected. The material brought and stacked for construction should not make hindrance to other contractors. Necessary precaution and arrangements including sprinkling of water during work as acceptable to BHEL for safety & security for the above have to be made by the contractor. No claim will be entertained by BHEL on ground of lack of knowledge and the contractor's rates shall be deemed to have taken this into account.

41.2 The contractor, in the event of this work awarded to him, shall establish a office at site and keep posted an authorised, responsible officer with valid Power of Attorney for the purpose of the contract. Any order or instructions of the 'BHEL Engineer' or his duly authorised representative, communicated to the contractor's representative at site office will be deemed to have been communicated to the contractor at his legal address.

42.0 CONTRACTOR'S SUPERVISION

- 42.1 The Contractor shall either himself supervise the execution of the Contract or shall appoint a competent Engineer/ agent approved by the **BHEL** Engineer to act in his stead.
- 42.2 Orders given to the Contractor's Engineer/ Agent shall be considered to have the same force as if they had been given to the Contractor himself.
- 42.3 The Contractor or his Agent shall be in attendance at the site during all working hours and shall supervise the execution of work with such additional assistance in each grade as the BHEL Engineer may consider necessary.
- 42.4 The Contractor or his accredited Agent shall attend, whenever required and without making any claim for doing so, either the office of the BHEL Engineer or the work site to receive instructions.
- 42.5 The BHEL Engineer shall have full powers to instruct the Contractor to arrange for immediate termination of services, in connection with this contract, of any Agent, servant or employee whose continued employment is, in his opinion, undesirable, without assigning any reason.

43.0 SUPERVISORY STAFF AND WORKMEN

- 43.1 The contractor shall deploy all the experienced skilled, semiskilled and unskilled workmen required for all the works under these specifications. BHEL reserves the right to decide on the suitability of the workers and other personnel who will be deployed by the contractor. BHEL reserves the right to insist on removal of any employee of the contractor at any time, if they find him unsuitable and the contractor shall forth with remove him.
- 43.2 The supervisory staff including qualified Engineers deployed by the contractor shall ensure proper out-turn of work and discipline on the part of the labour put on the job by the contractor and in general see that the works are carried out in a safe and proper manner and in coordination with other labour and staff deployed directly by BHEL or other contractors of BHEL/ BHEL's Client/ other agency.
- 43.3 The work shall be executed under the usual conditions like rain, insufficient space, improper approach roads etc., affecting major construction work and in conjunction with numerous other operations at site. The contractor and his personnel shall cooperate with other personnel/ contractor, coordinating their work with others and proceed in a manner that shall not delay or hinder the progress of work as a whole.
- 43.4 The contractor's supervisory staff shall execute the work in the most substantial and workman like manner in the stipulated time. Accuracy of work and aesthetic finish are essential part of this contract. The contractor shall be responsible to ensure that assembly and workmanship conform to the dimensions and tolerances

given in the drawings/ documents/ instructions given by BHEL Engineer from time to time.

- 43.5 It is the responsibility of the contractor to engage his workmen in shifts or on overtime basis for achieving the targets set by BHEL. The contractor's finally accepted rates shall include all these contingencies.
- 43.6 During the course of construction, if the progress is found unsatisfactory, or in the opinion of BHEL, if it is found that the skilled workmen like masons, carpenter, bar binder, welder, piling rig operators, fitters, technicians etc. deployed are not sufficient, BHEL after giving reasonable opportunity to the contractor, will induct on the work the required workmen in addition to contractor's workmen to improve the progress and **shall recover additional cost from the contractor's bills as per BHEL norms.**
- 43.7 If the contractor or his workmen or employees shall break, deface, injure or destroy any part of a building, road kerb, fence, enclosure, water pipes, cables, drains, electric or telephone posts or wire, trees or any other property or to any part of erected components etc., the contractor shall make the same good at his own expense or in default, BHEL may cause the same to be made good by other workmen or by other means and deduct the expenses (of which BHEL's decision will be final) from any money due to the contractor.

44.0 TOOLS AND PLANTS/ IMTEs

- 44.1 All the T&Ps and IMTEs (Inspection Measuring and Testing Equipment) required for successful and timely execution of the work covered within the scope of this tender, shall be arranged and provided by the contractor at his own cost in working condition. In the event of the failure of contractor to bring necessary and sufficient T&Ps/ and IMTEs, BHEL will be at liberty to arrange the same at the risk and cost of contractor including transportation cost of same from any of BHEL site/place and hire charges as applicable shall be deducted from contractor's bill. Decision of BHEL in this regard shall be final and binding on contractor.
- 44.2 All distribution boards, connecting cables/ welding cables, wire ropes, hoses etc. including temporary air/ water/ electrical connections etc. shall have to be arranged by the contractor at his own cost.
- 44.3 Consolidation of ground and arrangement of sleepers/ sand bag filling etc. for safe operation/ movement of equipment including cranes/ trailers etc. shall be the responsibility of the contractor at his cost.
- 44.4 Contractor shall ensure deployment of serviced and healthy T&Ps including cranes, lifting tackles, wire ropes, Manila ropes, winches and slings etc. as per the site requirement. History card and maintenance records for major T&Ps will be maintained by the contractor and will be made available to BHEL Engineer for inspection as and when required. Identification for such T&Ps will be done as per BHEL Engineer's advice.

- 44.5 Contractor shall ensure deployment of reliable and calibrated IMTEs (Inspection measuring and Test equipment). The IMTEs shall have test/ calibration certificates from authorised/ Govt. approved/ accredited agencies traceable to National/ International standards. Each IMTE shall have a label indicating calibration status i.e. date of calibration, calibration agency and due date for calibration. A list of such instruments deployed by contractor at site with its calibration status is to be submitted to BHEL Engineer for control.
- 44.6 Retesting/ re-calibration shall also be arranged at regular intervals during the period of use as advised by BHEL Engineer with in the contract price. The contractor will also have alternate arrangements for such IMTE so that work does not suffer when the particular instrument is sent for calibration. Also if any IMTEs not found fit for use, BHEL shall have the right to stop the use of such item and instruct the contractor to deploy proper item and recall i.e. repeat the readings taken by that instrument, failing which BHEL may deploy IMTEs and retake the readings at contractor's cost.
- 44.7 BHEL shall have lien on all T&PS, IMTEs & other equipment of the Contractor brought to the Site for the purpose of erection, testing and commissioning. BHEL shall continue to hold the lien on all such items throughout the period of Contract. No material brought to the Site shall be removed from the Site by the Contractor and/ or his Sub-contractors without the prior written approval of the Engineer.

45.0 EXECUTION OF WORK

- 45.1 The work shall be executed in a workman like manner and to the entire satisfaction of the Engineer and as per technical specification issued with tender, IS codes, CPWD specifications as applicable. In case of conflict, the decision of the BHEL Engineer shall be final & binding.
- 45.2 The BHEL Engineer will communicate or confirm his instructions to the Contractor in respect of the execution of the work in a "Work Site Order Book" maintained at his office and the Contractor shall visit this office daily and shall confirm receipt of such instructions by signing the relevant entries in this book. Such entries will rank as order or notices in writing within the intent and meaning of these conditions.

46.0 SITE DRAINAGE

- 46.1 All water including sub-soil water which may accumulate on the Site during the progress of the works or in trenches and excavations, including monsoon period shall be removed by the contractor from the Site to the satisfaction of the Engineer. It will also be responsibility of the contractor to de-water all the foundation pits, trenches with suitable de-watering methods like, pumping out, well point system etc. considering the depth of water table at plant site. All such expenditure on de-watering shall be deemed to be included in quoted rates.

47.0 INSPECTION AND STAGE APPROVAL OF THE WORK

- 47.1 The owner or his duly authorised representative shall have at all reasonable times access to the contractor's premises or works and shall have the power to inspect drawings or any portion of the work, examine the materials and workmanship and shall have the authority to reject any work. This would be implemented through joint inspection by the representative of the owner and BHEL and in the form of joint protocols without any extra claims and loss of time and amount.
- 47.2 All work embracing more than one process shall be subject to examination and approval at each stage thereof and the Contractor shall give due notice in writing to the Engineer when each stage is ready. In default of such notice being received, the Engineer shall be entitled to approve the quality and extent thereof at any time he may choose and in the event of any dispute, the decision of the Engineer thereon shall be final and conclusive.

48.0 UNCOVERING AND MAKING GOOD

- 48.1 The Contractor shall uncover any part of the Works and/ or make openings in or through the same as the Engineer may from time to time direct for his verification and shall reinstate and make good such part to the satisfaction of the Engineer. If any such part has been covered up or put out of view after being approved by the Engineer and is subsequently found on uncovering to be executed in accordance with the Contract, the expenses of uncovering and/ or making opening in or through, reinstating and making good the same shall be borne by BHEL. In any other case all such expenses shall be borne by the Contractor.

49.0 DISCREPANCIES AND ADJUSTMENT OF ERRORS

- 49.1 The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawings and figures dimensions in preference to scale and special conditions in preference to general conditions.
- 49.2 In case of discrepancies between schedule of quantities, the specification and/ or the drawings, the following order of preference shall be observed.
- (a) Description in schedule of quantities.
 - (b) Special conditions
 - (c) Drawings
 - (d) Technical Specifications
 - (e) General conditions of contract

If there are varying or conflicting provisions made in any one document forming part of the contract, the Engineer shall be the deciding authority with regard to the document.

49.3 Any error in description, quantity in schedule of quantities or any omission there from shall not vitiate the contract or release the contractor from the execution of the whole or any part of the works comprised therein according to the drawings and specifications or from any of his obligations under the contract.

49.4 If on check there are found to be differences between the rates given by the contractor in words and figures or in the amount worked out by him in the schedule of quantities and general summary, the same shall be adjusted in accordance with the following rules:

- (a) In the event of discrepancies between description in words and figures quoted by a tenderer, the lesser of the two will be treated as valid rate.
- (b) In the event of an error occurring in the amount column of schedule of quantities as a result of wrong extension of the unit rate and quantity, the unit rate shall be regarded as firm and extension shall be amended on the basis of the rate.
- (c) All errors in totaling in the amount column and in carrying forward totals shall be corrected.
- (d) The totals of various sections of bill of quantities amended shall be carried over to the general summary and the tendered sum amended accordingly. The tendered sum so altered shall, for the purpose of tender, be substituted for the sum originally tendered and considered for acceptance\ instead of the original sum quoted by the tenderer. Any rounding of quantities or in sections of bill of quantities or in general summary, by the tenderer, shall be ignored.

49.5 If neither drawing nor specification contain any mention of minor details of construction which in the opinion of the Engineer whose decision shall be final and conclusive, are reasonable and obviously and fairly intended for satisfactory completion of work, such details shall be provided by the contractor without any extra cost, as if they were specially mentioned and shall be deemed to be included in the **scope**.

50.0 SAFETY CODE

50.1 Besides provision with regard to SAFETY under Clause 27, Contractor shall note that Explosives shall not be used on the work by contractor except with permission in writing of the ENGINEER of BHEL/ EIL/ HMEL/Local Administration and in manner and to the extent to which he has prescribed. Where explosives are used, the same shall be stored in a special magazine to be provided by and at the cost of the contractor who shall be liable for all damages, losses and injury to any person or property and shall be responsible for complying with all statutory obligations in these respects.

51.0 NUISANCE

51.0 The Contractor shall not at any time do, cause or permit any nuisance on Site or do anything which shall cause unnecessary disturbance or inconvenience to owners, tenants or occupiers of other properties near the Site and to the public generally.

52.0 PROTECTION OF WORKS

52.1 .Trees designated by the Engineer shall be protected from damage during the course of the Works and earth level within 1 meter of each such tree shall not be charged. Where necessary, such trees shall be protected by providing temporary fencing.

52.2 The contractor shall provide and maintain at his own expense all lights, guards, fencing and watching when and where necessary or required by the Engineer for the protection of the Works or for the safety and convenience of those employed on the Works or the public.

52.3 The contractor shall have total responsibility for protecting his works till it is finally taken over by the Engineer. No claim will be entertained by the Engineer for any damage or loss to the contractor's works and the contractor shall be responsible for the complete restoration of the damaged works to its original condition to comply with the specifications and drawings. Should any such damage to the contractor's works occur because of other party not under his supervision or control, the contractor shall make his claim directly with the party concerned. The contractor shall not cause any delay in the repair of such damaged works because of any delay in the resolution of such disputes. The contractor shall proceed to repair the work immediately and no cause thereof will be assigned pending resolution of such disputes.

53.0 PROTECTION OF EMBEDMENTS, BOLTS ETC.

53.1 The contractor shall ensure proper protection to the satisfaction of the Engineer, of all bolts, inserts, embedments etc. from weather etc./ by greasing, rapping them with gunny bags or canvas or by any other means as directed by Engineer. Cost of such protections shall be deemed to be included in the rates quoted for the item.

54.0 CLEARANCE OF SITE AND REPAIRS.

54.1 Contractor has to clear the site/ area where mechanical and electrical erection work is to be commenced/ or in progress. The contractor shall remove construction materials and equipment lying in the vicinity and causing obstruction in the erection work within 24 hrs. notice. In case, he fails to clear the site, this will be done at his risk & cost by BHEL.

55.0 COMPLETION OF WORK

- 55.1 The works shall be completed to the entire satisfaction of the Engineer and in accordance with the completion schedule as specified in the Contract, and all unused stores and materials, tools, plant, equipment, temporary buildings, site office, labour hutments and other things shall be removed and the site and work cleared of rubbish and all waste materials and delivered up clean and tidy to the satisfaction of the Engineer at the Contractor's expenses.
- 55.2 BHEL shall have power to take over from the Contractor from time to time such sections of the work as have been completed to the satisfaction of the Engineer. Such work however shall not be treated as have been completed until the extra works are executed to the satisfaction of Engineer. The Guarantee period shall commence only after handing over of the entire works.
- 55.2 The Engineer shall certify to the contractor the date on which the work is completed and the date thereof.

56.0 RECORDS AND MEASUREMENTS

- 56.1 All items having a financial value shall be entered in BHEL measurement Book so that a complete record is obtained of all works performed under the Contract.
- 56.2 Lump sum omissions will be entered for deduction. Measurement shall be restricted to that required to ascertain the financial liability of BHEL under the contract.
- 56.3 Work which fails to be measured in details shall be measured physically without reference to any local custom that may obtain excepting where it may otherwise be directed in the tender documents. The measurements shall be taken jointly by any person duly authorised on the part of BHEL and by the Contractor.
- 56.4 The Engineer shall give reasonable notice in writing to the Contractor of appointment for measurement.
- 56.5 The Contractor shall, without extra charge, provide assistance with appliances and other things necessary for measurement and shall bear all the cost of measurement of his work.
- 56.6 Measurement shall be entered in BHEL Measurement Book and signed and dated by both parties each day at the site on completion of measurement. If the Contractor objects to any of the measurements recorded on the behalf of BHEL, a note to that effect will be made in BHEL Measurement Book or against the item or items objected to and such note shall be signed and dated by both the parties engaged in taking the measurement.
- 56.7 If, as a result of such objection, it becomes necessary to re-measure the work wholly or in part the expense of such re-measurement shall be borne by the contractor.

- 56.8 If the Contractor's representative fails to attend when required, the Engineer shall have power to proceed by himself to take measurements and in that case these measurements shall be accepted by the Contractor as final.
- 56.9 The Contractor shall, once in every month, submit to the Engineer details of his claims for the work done by him upto and including the previous month which are not covered by this Contract Agreement in any of the following respects:
- (a) Deviation from the items and Specifications provided in the tender.
 - (b) Extra items/ new items of work.
 - (c) Quantities in excess of those provided in the Contract Schedule.
 - (d) Items in respect of which rates have not been settled.

57.0 DEVIATION

- 57.1 The Contractor shall not make any alteration in, addition to or omission from the work as described in the tender documents except in pursuance of the written instructions of the Engineer. No such deviation from the work described in the tender documents shall be valid unless the same has been specifically confirmed and accepted by the Engineer in writing and incorporated in the Contract.
- 57.2 The Engineer may deviate, either by way of addition or deduction, from the work so described, provided that the Contract sum be not thereby varied on the whole by more than the percentage set out in the tender documents. The value of all additions and deductions shall be added to or deducted from the Contract sum. (Whenever the Engineer intends to exercise such a right his intentions shall specify the deviations which are to be made, the lumpsum assessment or the proposed basis of payment, the extra time allowed, if any, and the date for completion of the (entire contract). Any objection by the contractor to any matter concerning the order shall be notified by him in writing to the Engineer within seven days from the date of such order, but under no circumstances shall the work be stopped (unless so ordered by the Engineer) owing to differences or controversy that may arise from such an objection. In the absence of such a notification of objection by the Contractor, he will be deemed to have accepted the order and the conditions stated therein.

58.0 EVALUATION OF DEVIATIONS

Rates for deviated items or new items of work shall be as follows:

- 58.1 If the rates for the additional, altered or substituted work are specified in the Contract for the work, the Contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the Contract for the work.
- 58.2 If the rates for the additional, altered or substituted work are not specifically provided in the Contract for the work, the rates will be derived from the rates for a similar class of work as are specified in the Contract for the work.

- 58.3 If the rates for the altered, additional or substituted work cannot be determined in the manner specified in above clauses the rate for such part or parts will be determined by the Engineer on the basis of prevailing market rates when the work was done and the decision given in this behalf shall be final and binding on the Contractor. Rate analysis will be worked on CPWD manual of rate analysis as guidance.
- 58.4 If the rates for the altered, additional or substituted work cannot be determined in the manner specified in above clauses, then the contractor shall within 7 days of the date of receipt of order to carry out the work shall inform the Engineer of the rate at which it is his intention or charge for such class of work, supported by analysis of the rate or rates claimed, and the Engineer shall determine the rate or rates on the basis of prevailing market rates and pay the Contractor accordingly. However, the Engineer, by notice in writing, will be at liberty to cancel his order to carryout such class of work and arrange to carry it out in such manner as he may consider advisable. But under no circumstance 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. Elements of profit, overheads, supervision and establishment charges will be taken as 15% over direct cost.

59.0 COMPLIANCE TO REGULATIONS AND BYELAWS

- 59.1 The Contractor shall conform to the provisions of any statute relating to the work and regulations and bylaws of any local authority and of any water and lighting Companies or Undertaking with whose system the work is proposed to be connected. He shall, before making any variation from the drawings or the specifications that may be necessitated for such connections give the Engineer, notice specifying the variation proposed to be made and the reasons therefore and shall not carryout any such variation until he has received instructions from the Engineer in respect thereof. The Contractor shall be bound to give all notices required by statute, regulations or bye-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

60.0 PROGRESS REPORTING

- 60.1 Contractor is required to draw mutually agreed programme in consultation with BHEL well in advance. Contractor shall ensure achievement of agreed programme and shall also timely arrange additional resources considered necessary at no extra cost to BHEL.
- 60.2 Progress review meetings will be held at site during which actual progress during the week vis-a-vis scheduled programme shall be discussed for actions to be taken for achieving targets. The programme for subsequent week shall also be presented by contractor for discussions. The contractor shall constantly update/ revise his work programme to meet the overall requirement. All quality problems shall be discussed during above review meetings. Necessary preventive and corrective action, shall be discussed and decided upon in such review meetings and shall be implemented by the contractor in time bound manner so as to eliminate the cause of non-conformities.

- 60.3 The contractor shall submit progress reports, materials reports, consumables (gases/ electrodes) report and other reports as per Performa considered necessary by the Engineer.
- 60.4 The progress report shall indicate the progress achieved against planned, with reasons indicating delays, if any, and shall give the remedial actions which the contractor intends to take to make good the slippage or lost time, so that further works again proceed as per the original programme and the slippage do not accumulate and effect the overall programme.
- 60.5 The daily manpower reports shall clearly indicate the manpower deployed category-wise specifying also the activities in which they are engaged.

61.0 DRAWING AND DOCUMENTS

- 61.1 The detailed drawings, specifications available with BHEL engineers will form part of this tender specification. These documents will be made available to the contractor during execution of work at site. The contractor will also ensure availability of all drawings/ documents at work place.
- 61.2 Necessary drawings/ documents to carry out the construction work will be furnished to the contractor by BHEL on loan which shall be returned to BHEL Engineer at site after completion of work. Contractor shall ensure safe storage and quick retrieval of these documents.
- 61.3 The contractor shall maintain a record of all drawings and documents available with him in a register as per format given by BHEL Engineer. Contractor shall ensure use of pertinent drawings/ data/ documents and removal of obsolete ones from work place and return to BHEL.
- 61.4 The data furnished in various annexures enclosed with this tender specification are only approximate and for guidance. However, the change in the design and in the quantity may occur as is usual in any such large scale of work.
- 61.5 Should any error or ambiguity be discovered in the specification or information the contractor shall forthwith bring the same to the notice of BHEL before commencement of work. BHEL's interpretation in such cases shall be final and binding on the contractor.
- 61.6 Deviation from design dimensions should not exceed permissible limit. The contractor shall not correct or alter any dimension/ details, without specific approval of BHEL.

62.0 DELAY AND EXTENSION OF TIME

- 62.1 If, in the opinion of the Engineer, the work is delayed

- (a) by reason of abnormally bad weather, OR
- (b) by reason of serious loss or damage by fire, OR
- (c) by reason of civil commotion, local combination of workmen, strike or lockout, affecting any of the trades employed on the work, OR
- (d) by delay on the part of the agency or tradesmen engaged by the BHEL in executing work not forming part of the Contract, OR
- (e) by reason of any other cause which in the absolute discretion of the Engineer is beyond the Contractor's control,

Then in any such case, the Engineer (or higher authority) may make fair and reasonable extension in the completion dates of the individual items of work or the Contract as a whole. Such extension which will be communicated to the Contractor by the Engineer in writing shall be final and binding on the Contractor. No other claim in this respect for compensation or otherwise howsoever is admissible. Upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer but shall nevertheless use constantly his best endeavor to prevent or make good the delay and shall do all that may reasonably be required to the satisfaction of the Engineer to proceed with the work.

63.0 PRICE VARIATION

63.1 The prices shall remain firm through out the contract period.

64.0 TAXES AND DUTIES

64.1 TDS under Income Tax, Sales Tax, VAT etc, if any, shall be deducted at prevailing rates on gross invoice value from the running bills unless Exemption Certificate from appropriate Authority / Authorities is furnished.

64.2 Price quoted shall be inclusive of all taxes except service tax. The service tax, as legally leviable & payable by the contractor under the provisions of applicable law/act, shall be paid by BHEL as per contractor's bill. However, contractor shall have to submit proof of service tax deposited by them immediately after the deposit but not later than the next bill submitted after the due date of deposit. The contractor shall furnish proof of Service Tax registration with Central Excise Division covering the services covered under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by contractor on BHEL for this project The contractor shall obtain prior approval of BHEL before billing the service tax amount and should submit proper CENVATABLE invoice as per the Service Tax Rules.

With introduction of Cenvat credit rules 2004 which came into force w.e.f. 10.09.2004, excise duty paid on input goods including capital goods used for providing the output service and service tax paid on input service can be taken credit of against the service tax payable on output service. **As such, while offering the rates, the**

contractors may take into account the benefit of above provisions as the cost of input to contractors will be the cost net of excise duty and service tax and adjust their offer price accordingly to make it more competitive.

- 64.3** In VAT applicable States, "Tax Invoice" if required under the relevant State VAT law shall be submitted alongwith other compliances as per concerned VAT Act.
- 64.4** Contractor shall get his organization registered with concerned sales tax/VAT authorities within 15 days of award of this contract, if applicable. The delay on this account and delay in bringing the material shall be to contractor's account and no extension of time shall be allowed on this account. The sales tax/VAT registration for this contractor shall be forwarded to BHEL within 30 days from the date of LOI. In case the contractor is already registered for sales tax/VAT with Govt. Authorities he must quote his registration no, while submitting their tender.
- 64.5** Contractor has to make his own arrangement at his cost for completing the formalities, if required, with Sales Tax/VAT Authorities, for bringing their materials, plants, and equipment at site for the execution of the work, including arrangement of Road permit as applicable under this contract

65.0 FINAL BILL

- 65.1** As soon as possible after the completion of the work to the satisfaction of the Engineer, the Contractor shall prepare a certified final accounts on BHEL forms, in duplicate. It shall be accompanied by the all **abstracts**, vouchers, etc. in support thereof and shall be prepared in the manner prescribed by the Engineer.

66.0 LIQUIDATED DAMAGES(LD)

- 66.1** For delay in completion of work attributable to the contractor, the LD shall be applicable at the rate of ½% of the contract value per week of delay or part thereof limited to a ceiling of 10% of the contract value as mentioned under clause no.25.5 of the GCC of the tender.

67.0 PROCEDURE FOR CONTRACT FINALIZATION & SLECTION OF PARTIES

- 67.1** The tenderer shall quote the rates as per the rate schedule only for each category, in part II price bid (Original) in the respective rate schedules of each category. Conditional price bid or price bid with any deviation / clarification etc. are liable to be rejected. No cutting / erasing / over writing shall be done. Evaluation of bids and work shall be awarded based on total price obtained against above rate schedule.
- 67.2** Bidders shall quote their prices for all the items in the Rate Schedule. BHEL may hold commercial negotiations with the lowest bidder, if required.
- 67.3** The negotiated rate of the L1 bidder will then be counter offered in sequence to L2, L3, L4...(low to high) for acceptance till a total of 2 parties (including lowest bidder) are available for finalization of rate contract at L1 negotiated rate of the Rate Schedule.

67.4 Original lowest bidder shall be given the bigger share @ 60% of the total business volume of the respective item. The second party accepting the negotiated lowest bid price shall be offered 40% of the total business volume.

67.5 In case none of party accept the L-1 price, the lowest bidder shall be offered 100% share.

67.6 Performance and Progress of the Vendor will be monitored and reviewed periodically.

68.0 SECURITY DEPOSIT

68.1 The contractor shall submit Security Deposit within 15 days from the date of issue of LOI as per clause no. 16.2 of the General Conditions of Contract (GCC). In case the contractor opts to furnish Bank Guarantee as a part of Security Deposit, the BG shall be issued as per the Performa enclosed as per Annexure-H of the GCC and also that the BG should be issued preferably through any of the Member Banks listed in the GCC;

For BG through any other Nationalized Bank (Not covered in the list of Member Banks of GCC), the discretion of its acceptance shall lie solely with BHEL.

69.0 OTHERS

69.1 In case of any contradiction between General Conditions of Contract (GCC) and Special Conditions of Contract (SCC), the latter shall prevail.

69.2 The tenderer shall specifically confirm he has inspected the site of work and is fully conversant with the prevailing conditions under which work is to be executed and will not raise claim of any nature due to lack of knowledge of site condition. He will also confirm that local taxation laws at the site have been clearly understood by him.

69.3 The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of pre-qualification evaluation/ Techno-commercial bids. BHEL reserves the right to reject the bidders with unsatisfactory past performance in the execution of a contract. BHEL's decision in this regard shall be final & binding.

**CERTIFICATE OF DECLARATION
FOR CONFIRMING THE KNOWLEDGE OF SITE CONDITIONS**

We,..... Hereby declare and confirm that we have visited the project site under the subject namely,and **acquired full knowledge and information about the site conditions, wage structure, Industrial climate and total work involved.** We further confirm that the above information is true and correct and we will not raise any claim of any nature due to lack of knowledge of site condition.

Tenderers Name and Address

Place:

(Signature of the Tenderers with stamp)

Date:

Annexure-II

**NON DISCLOSURE AGREEMENT
Memorandum of Understanding**

BHEL PSNR is committed to Information Security Management System as per Information Security Policy.

M/s, providing service to BHEL PSNR, Noida hereby undertake to comply with the following in line with Information Security Policy of BHEL PSNR;

- To maintain confidentiality of documents & information which shall be used during the execution of the Contract.
- The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL PSNR.

(
M/s. BHEL, PSNR)

(
M/s.....)

ANNEXURE-III

GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION (RA)

Against this enquiry for the subject item / system with detailed scope of supply as per our tender specification, BHEL-PSNR, NOIDA may resort to “REVERSE AUCTION PROCEDURE” i.e. **ONLINE BIDDING on INTERNET.**

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on Internet.
3. In case BHEL decides to conduct reverse auction, BHEL's service provider shall contact the vendor directly and impart them the training.
4. Business rules like event date, time, start price, bid decrement, extensions, etc. also will be communicated through service provider for compliance.
5. Vendors have to fax the compliance form in the prescribed (provided by service provider) before start of Reverse auction. Without this the vendor will not be eligible to participate in the event.
6. **Total Price quoted shall be inclusive of all taxes except service tax in line with the NIT conditions for the subject work in Indian Rupees (INR), which is to be worked out as per the BOQ (Rate Schedule) given in tender enquiry and subsequent changes made, if any. EXCEL Sheet shall be provided, if applicable.**
7. Reverse auction will be conducted on schedule date & time.
8. At the end of reverse auction event, the lowest bidder value will be known on the network.
9. The lowest bidder has to fax the duly signed filled-in prescribed format as provided on case-to-case basis to BHEL through service provider within 24 hours of auction without fail.
10. Any variation between the on-line bid value and signed document will be considered as sabotaging the tender process and will invite disqualification of vender to conduct business with BHEL as per prevailing procedure.
11. In case BHEL decides not to go for Reverse auction procedure for this tender enquiry, the price bids and price impacts, if any already submitted and available with BHEL shall be opened as per BHEL standard practice.

Authorization of representative who will participate in the on line Reverse Auction Process;

1	NAME & DESIGNATION OF OFFICIAL	
2	POSTAL ADDRESS (COMPLETE)	
3	TELEPHONE NOS. (LAND LINE & MOBILE BOTH)	
4	FAX NO.	
5	E-MAIL ADDRESS	
6	NAME OF PLACE/ STATE/ COUNTRY, WHEREFROM S/HE WILL PARTICIPATE IN THE REVERSE AUCTION	

ANNEXURE - V

FORMAT OF UNDERTAKING
(To be submitted in the bidder's letter head)

REF:

Dt.

**Bharat Heavy Electricals Limited
Power Sector – Northren Region,
Plot No. 25 , Sector - 16A ,
Distt. Gautam Budh Nagar,
NOIDA – 201 301.INDIA**

Sub.: Rate contract for Bullet cleaning of condenser tubes at various BHEL- PSNR Project Sites.

TENDER NO. **BHEL: NR (SCT): NOIDA-TSX: COND TUBE CLNG: 713**

Dear Sirs,

With reference to above, this is to confirm that as per tender conditions, we have visited [sites](#) 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 and in case of 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 and confirm our acceptance to reverse auctioning process and we hereby convey our unqualified acceptance to all terms and conditions as stipulated in the tender and NIT. 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 strictly in accordance with tender instructions.

Thanking you,

Yours faithfully,

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

Annexure-V

FORMAT FOR E-PAYMENT DETAILS

BHEL-PSNR-NOIDA

(To be given in Company letterhead)

**Beneficiary Name :
Bank Name & Branch :
M ICR Code (9 Digit) :
IFSC CODE :
(VALID FOR NEFT)
Beneficiary Account No. :
Beneficiary E-mail ID :
(For payment confirmation)**

RATE SCHEDULE

S.N	Description of Work	No. Of Tubes in One Unit (A)	No. of Units (B)	Rate in Rupees/per tube (in figures and words) (C)	TOTAL VALUE (rate per tube x No. of tubes x No. of units) in Rs. (CXAXB)
1.	Rate for cleaning of condenser tubes using Imported Metallic Bullets for cleaning approximate 24398 nos of tube of size 31.75 mm X 0.71 mm X 14360 mm (OD X Thickness X length) approx. of 500/490 MW Condenser including all Taxes except service Tax as per detailed indicated in tender specification.	24398	6		
2.	Rate for cleaning of condenser tubes using Imported Metallic Bullets for cleaning approximate 15,664 nos. of tube of size 28.57X0.71 mm X 11,400 mm (OD X Thickness X length) approx. of 250 MW Condenser including all Taxes except service Tax as per detailed indicated in tender specification.	15664	6		
3.	Rate for cleaning of condenser tubes using Imported Metallic Bullets for cleaning approximate 14250 nos of tube of size 22 mm X 0.71 mm X 8600 mm (OD X Thickness X length) approx. of 125 MW Condenser including all Taxes except service Tax as per detailed indicated in tender specification.	14250	1		
4.	GRAND TOTAL (1+2+3)				

(Seal and Signature of Tenderer)

Note:

1. Approx. 1.5 to 2 % tubes (provided in top two rows) are of higher thickness i.e. 0.89mm in place of 0.71mm. Bullets to be arranged accordingly.
2. The above quoted rates are inclusive of all taxes except service tax. Service tax (as applicable) shall be reimbursed by BHEL extra against submission of documentary evidences to the satisfaction of BHEL.
3. In case of omission in quoting any rate, the evaluation will be done considering the highest quoted rate obtained against that item but the work, if awarded, will be on the lowest quoted rate obtained against that item as quoted by other bidders against this tender.
4. Evaluation of bids and work shall be awarded based on total price obtained against above rate schedule.
5. The bidders shall enter both 'Unit Rate' & 'Amount'. In case of any mismatch between 'Total Amount based on Unit Rate' & 'Total Amount as quoted', the higher of the two shall be considered for evaluation and the lower of two shall be considered for award.
6. The Rate shall be entered in figures as well as in words. In case of difference in rates between words and figures THE LESSER OF THE TWO will be treated as valid rate.