

TENDER SPECIFICATION
NO: BHE/PW/PUR/WR-QAE/1197/OJ

FOR

**PROVIDING FIELD QUALITY ASSURANCE SERVICES
IN THE FIELD OF
CIVIL, STRUCTURAL, BOILER & AUXILIARIES,
TURBINE & GENERATOR, PIPING, ELECTRICAL, AND C&I WORKS**

AT

VARIOUS THERMAL/ GAS BASED POWER PROJECT SITES OF OUR REGION

**ON
RATE CONTRACT BASIS**

VOLUME – IA

TECHNICAL BID CONSISTING OF:

- **Notice Inviting Tender,**
- **Volume-IA : Technical Conditions of Contract-,**
- **Volume-IB : Special conditions of Contract,**
- **Volume-IC : General conditions of Contract**
- **Volume-ID : Forms & Procedures**



Bharat Heavy Electricals Limited
(A Government of India Undertaking)
Power Sector - Western Region
345-Kingsway, Nagpur-440001

CONTENTS

Volume No	Description	No. of pages	Hosted in website bhel.com as files titled
NIL	Tender Specification Issue Details	1	(Part of <u>Vol-IA-1197/OJ</u>)
NIL	Notice Inviting Tender	13	(Part of <u>Vol-IA-1197/OJ</u>)
I-A	Technical Conditions of Contract	23	Vol-IA-1197/OJ
I-B	Special Conditions of Contract	47	Vol-IBCD-1197/OJ
I-C	General Conditions of Contract	29	(Part of Vol-IBCD-1197/OJ)
I-D	Forms & Procedures	54	(Part of Vol-IBCD-1197/OJ)
II	Price Bid Specification	3	Vol-II-1197/OJ

Tender Specification Issue Details

Tender Specification No: BHE/PW/PUR/WR-QAE/1197/OJ

NAME OF THE WORK: PROVIDING FIELD QUALITY ASSURANCE SERVICES IN THE FIELD OF CIVIL, STRUCTURAL, BOILER & AUXILIARIES, TURBINE & GENERAOTR, PIPING, ELECTRICAL, AND C&I WORKS ATVARIOUS THERMAL/ GAS BASED POWER PROJECT SITES OF OUR REGION,ON RATE CONTRACT BASIS

EARNEST MONEY DEPOSIT: Refer Notice Inviting Tender

LAST DATE FOR TENDER SUBMISSION Refer Notice Inviting Tender

THESE TENDER SPECIFICATION DOCUMENTS CONTAINING VOLUME-I AND VOLUME- II ARE ISSUED TO:

M/s.

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PLEASE NOTE:
THESE TENDER SPECS DOCUMENTS ARE NOT TRANSFERABLE.

For Bharat Heavy Electricals Limited

Addl. GENERAL MANAGER (Purchase)
Place: Nagpur
Date :

1197

NOTICE INVITING TENDER

Bharat Heavy Electricals Limited



NOTICE INVITING TENDER (NIT)
NOTE: BIDDER MAY DOWNLOAD FROM WEB SITES
OR
PURCHASE TENDERS FROM THIS OFFICE ALSO

=====

To

Dear Sir/Madam

Sub : NOTICE INVITING TENDER

Sealed offers in two part bid system are invited from reputed & experienced bidders (meeting PRE QUALIFICATION CRITERIA as mentioned in Annexure-I) for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Following points relevant to the tender may please be noted and complied with.

1.0 Salient Features of NIT

SL NO	ISSUE	DESCRIPTION
i	TENDER NUMBER	BHE/PW/PUR/WR-QAE/1197/OJ
ii	Broad Scope of job	PROVIDING FIELD QUALITY ASSURANCE SERVICES IN THE FIELD OF CIVIL, STRUCTURAL, BOILER & AUXILIARIES, TURBINE & GENERAOTR, PIPING, ELECTRICAL, AND C&I WORKS ATVARIOUS THERMAL/ GAS BASED POWER PROJECT SITES OF OUR REGION,ON RATE CONTRACT BASIS
iii	DETAILS OF TENDER DOCUMENT	
a	Volume-IA	<i>Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc</i> Applicable
b	Volume-IB	<i>Special Conditions of Contract (SCC)</i> Applicable
c	Volume-IC	<i>General Conditions of Contract (GCC)</i> Applicable
d	Volume-ID	<i>Forms and Procedures</i> Applicable
e	Volume-II	<i>Price Schedule (Absolute value).</i> Applicable
iv	Issue of Tender Documents	<ol style="list-style-type: none"> 1. <u>Sale from BHEL PS Regional office at :Nagpur</u> Start : 29/11/ 2013 Closes: 12/12/2013 , Time :16.00 Hrs 2. From BHEL website (www.bhel.com) Applicable

**BHEL PSWR
Notice Inviting Tender**

Tender Specification No : BHE/PW/PUR/WR-QAE/1197/OJ

Page 6 of 37

		Tender documents can however be downloaded from website till due date of submission	
v	DUE DATE & TIME OF OFFER SUBMISSION	Date : 13/12/ 2013 , Time :15.00Hrs Place : <u>BHEL PS Regional office at :Nagpur</u> Tenders being submitted through representative shall be handed over to any of the following BHEL officials after making entry/registration at the reception: Pratish Gee Varghese/Sr. Engineer(Purchase) Nirmal P.G /Asst. Engineer (Purchase)	<i>Applicable</i>
vi	OPENING OF TENDER	1 hours after the latest due date and time of Offer submission <i>Notes:</i> (1) In case the due date of opening of tender becomes a non-working day, tenders shall be opened on next working day at the same time. (2) Bidder may depute representative to witness the opening of tender	<i>Applicable</i>
vii	EMD AMOUNT	Rs.200000/- (Rupees Two lakhs Only)	<i>Applicable</i>
viii	COST OF TENDER	Rs 2000/-.	<i>Applicable</i>
ix	LAST DATE FOR SEEKING CLARIFICATION	<i>Date: Atleast 3 days before the due date of offer submission</i> <i>Along with soft version also, addressing to undersigned & to others as per contact address given below</i>	<i>Applicable</i>
x	SCHEDULE OF Pre Bid Discussion (PBD)	<i>Date: Not applicable.</i>	<i>Not applicable.</i>
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	<i>Not Applicable</i>	<i>Not Applicable</i>
xii	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com -->Tender Notifications →View Corrigendums) and not in the newspapers . Bidders to keep themselves updated with all such information	

- 2.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly signed & stamped on each page, as part of offer. **Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form in the techno-commercial offer other than the Price Bid, shall not be entertained.**
- 3.0 Unless specifically stated otherwise, bidder shall remit cost of tender and courier charges if applicable, in the form of Demand Draft drawn in favour of Bharat Heavy Electricals Ltd, payable at Power Sector Regional HQ at Nagpur issuing the Tender, along with techno-commercial offer. Bidder may also choose to deposit the

**BHEL PSWR
Notice Inviting Tender**

Tender Specification No : BHE/PW/PUR/WR-QAE/1197/OJ

Page 7 of 37

Tender document cost by cash at the Cash Office as stated above against sl no iv of 1, on any working day; and in such case copy of Cash receipt is to be enclosed with the Techno Commercial offer. Sale of tender Documents shall not take place on National Holidays, holidays declared by Central or State Governments and BHEL PS HQ at Nagpur, Sundays and second/ last Saturdays

- 4.0 Unless specifically stated otherwise, bidder shall deposit EMD through Demand Draft/Pay Order in favour of Bharat Heavy Electricals Ltd, payable at Nagpur. For other details and for 'One Time EMD' please refer General Conditions of Contract.
- 5.0 **Procedure for Submission of Tenders:** The Tenderers must submit their Tenders to Officer inviting Tender, as detailed below:
- PART-I consisting of 'PART-I A (Techno Commercial Bid)' & 'PART-I B (EMD/COST of TENDER)' in two separate sealed and superscribed envelopes (ENVELOPE-I & ENVELOPE-II)
 - PART-II (Price Bid) – in sealed and superscribed envelope (ENVELOPE-III)
- 6.0 The contents for ENVELOPES and the superscription for each sealed cover/Envelope are as given below.
(All pages to be signed and stamped)

Sl no	Description	Remarks
	Part-I A	
	ENVELOPE – I superscribed as : PART-I (TECHNO COMMERCIAL BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:	
	CONTAINING THE FOLLOWING:-	
i.	Covering letter/Offer forwarding letter of Tenderer.	
ii.	Duly filled-in 'No Deviation Certificate' as per prescribed format to be placed after document under sl no (i) above. Note: a. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be placed after document under sl no (i) above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained. b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding. i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender	
iii.	Supporting documents/ annexure/ schedules/ drawing etc as required in line with Pre-Qualification criteria. It shall be specifically noted that all documents as per above shall be indexed properly and credential certificates issued by clients shall distinctly bear the name of organization, contact ph no, FAX no, etc.	
iv.	All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc pertinent to this NIT.	
v.	Integrity Pact Agreement (Duly signed by the authorized signatory)	If applicable

**BHEL PSWR
Notice Inviting Tender**

Tender Specification No : BHE/PW/PUR/WR-QAE/1197/OJ

Page 8 of 37

vi.	Duly filled-in annexures, formats etc as required under this Tender Specification/NIT	
vii.	Notice inviting Tender (NIT)	
viii.	Volume – I A : <u>Technical</u> Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc	
ix.	Volume – I B : Special Conditions of Contract (SCC)	
x.	Volume – I C : General Conditions of Contract (GCC)	
xi.	Volume – I D : Forms & Procedures	
xii.	Volume – II (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item	
xiii.	Any other details preferred by bidder with proper indexing.	

	PART-I B	
	<p>ENVELOPE – II superscribed as: PART-I (EMD/COST of TENDER) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:</p> <p>CONTAINING THE FOLLOWING:-</p>	
i.	<p>1. Earnest Money Deposit (EMD) in the form as indicated in this Tender OR Documentary evidence for 'One Time EMD' with the Power Sector Region of BHEL floating the Tender</p> <p>2. Cost of Tender (Demand Draft or copy of Cash Receipt as the case may be)</p>	

	PART-II	
	<p>PRICE BID consisting of the following shall be enclosed</p> <p>ENVELOPE-III superscribed as: PART-II (PRICE BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:</p> <p>CONTAINING THE FOLLOWING</p>	
i	Covering letter/Offer forwarding letter of Tenderer enclosed in Part-I	
ii	Volume II – PRICE BID (Duly Filled in Schedule of Rates – rate/price to be entered in words as well as figures)	

	OUTER COVER	
	<p>ENVELOPE-IV (MAIN ENVELOPE / OUTER ENVELOPE) superscribed as: TECHNO-COMMERCIAL BID, PRICE BID & EMD TENDER NO: NAME OF WORK: PROJECT:</p>	

**BHEL PSWR
Notice Inviting Tender**

Tender Specification No : BHE/PW/PUR/WR-QAE/1197/OJ

Page 9 of 37

	DUE DATE OF SUBMISSION:	
	CONTAINING THE FOLLOWING:	
i	<ul style="list-style-type: none">○ Envelopes I○ Envelopes II○ Envelopes III	

SPECIAL NOTE : All documents/ annexures submitted with the offer shall be properly annexed and placed in respective places of the offer as per enclosure list mentioned in the covering letter. BHEL shall not be responsible for any missing documents.

- 7.0 No Deviation with respect to tender clauses and no additional clauses/ suggestions/ in Techno-commercial bid/ Price bid shall normally be considered by BHEL. Bidders are requested to positively comply with the same.
- 8.0 BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).
- 9.0 **VOID**
- 10.0 Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation etc before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions. No additional claim shall be entertained by BHEL in future, on account of non-acquaintance of above.
- 11.0 For any clarification on the tender document, the bidder may seek the same in writing or through e-mail, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
- 12.0 BHEL may decide holding pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.
- 13.0 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer, else BHEL's interpretation shall prevail.
- 14.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
- 15.0 Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), **if applicable**, along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. **The names and other details of Independent External Monitor (IEM) for the subject tender is as given at point (xi) of 1 above.**

**BHEL PSWR
Notice Inviting Tender**

Tender Specification No : BHE/PW/PUR/WR-QAE/1197/OJ

Page 10 of 37

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- 16.0 The Bidder has to satisfy the Pre Qualifying Requirements stipulated for this Tender in order to be qualified. 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, approval/ acceptance of customer (as applicable), etc. and date of opening of price bids shall be intimated to only such bidders.
- 17.0 In case BHEL decides on a 'Public Opening', the date & time of opening of the sealed PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one authorised representative to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful/Disqualified bidders under intimation to the respective bidders.
- 18.0 Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) or specified otherwise in SCC of tender.
- 19.0 BHEL reserves the right to decide the successful bidder on the basis of Reverse Auction process. In such case all qualified bidders will be intimated regarding procedure/ modality for Reverse Auction process prior to Reverse Auction and price will be decided as per the rules for Reverse Auction. .
- However, if reverse auction process is unsuccessful as defined in the RA rules/procedures, or for whatsoever reason, then the sealed 'PRICE BIDS' will be opened for deciding the successful bidder. BHEL's decision in this regard will be final and binding on bidder.
- 20.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 21.0 In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.
- 22.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 23.0 In case Consortium Bidding is allowed as per Pre Qualifying Requirement, then Prime Bidder and Consortium Partner shall enter into Consortium Agreement. Validity period of Consortium Agreement shall be 6 months after which the same can be re validated.
- 'Stand alone' bidder cannot become a **prime bidder' or a 'consortium bidder' in a consortium bidding**. Prime bidder shall neither be a consortium partner to other prime bidder nor take any other consortium partners. However, consortium partner may enter into consortium agreement with other prime bidders. In case of non compliance, consortium bids of such Prime bidders will be rejected. .
- 24.0 The bidder shall submit documents in support of possession of 'Qualifying Requirements" duly self certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.
- 25.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 26.0 Order of Precedence
In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:
- a. Amendments/Clarifications/Corrigenda/Errata etc issued in respect of the tender documents by BHEL
 - b. Notice Inviting Tender (NIT)
 - c. Price Bid
 - d. Technical Conditions of Contract (TCC)—Volume-1A

**BHEL PSWR
Notice Inviting Tender**

Tender Specification No : BHE/PW/PUR/WR-QAE/1197/OJ

Page 11 of 37

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- e. Special Conditions of Contract (SCC) —Volume-1B
 - f. General Conditions of Contract (GCC) —Volume-1C
 - g. Forms and Procedures —Volume-1D

FOR BHARAT HEAVY ELECTRICALS LTD

(SCT)

Enclosure

- 01. Annexure-1: Pre Qualifying criteria.
- 02. Annexure-2: Check List.
- 03. Annexure -3 Important Information
- 03. Other Tender documents as per this NIT.

ANNEXURE - 1

PRE QUALIFYING CRITERIA

JOB	PROVIDING FIELD QUALITY ASSURANCE SERVICES IN THE FIELD OF CIVIL, STRUCTURAL, BOILER & AUXILIARIES, TURBINE & GENERAOTR, PIPING, ELECTRICAL, AND C&I WORKS ATVARIOUS THERMAL/ GAS BASED POWER PROJECT SITES OF OUR REGION,ON RATE CONTRACT BASIS
TENDER NO	BHE/PW/PUR/ WR-QAE/1197

SL NO	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Name and Description of qualifying criteria	Page no of supporting document
A	Submission of Integrity Pact duly signed (if applicable)	NOT APPLICABLE	
D	Assessment of Capacity of Bidder to execute the work as per sl no 9 of NIT (if applicable)	NOT APPLICABLE	
B	<p><u>Technical</u></p> <p>Bidder must have, achieved the following in last seven years as on the latest date of offer Submission.</p> <p>B.1) Bidder must have provided services of Quality Assurance for construction / erection activity in any power plant/ industry for a cumulative value of Rs.81 Lakhs in a span of two consecutive years against maximum of 12 work orders.</p>		
C.1	<p><u>Financial TURNOVER</u></p> <p>Bidders must have achieved an average annual financial turnover (Audited) of Rs 40.5 Lakhs or more over last three Financial Years (FY) i.e. 2010-11, 2011-12, 2012-13</p>		
C.2	<p><u>NETWORTH</u> (only in case of Companies)</p> <p>Net worth of the Bidder based on the latest Audited Accounts as furnished for 'C-1' above should be positive</p>		

**BHEL PSWR
Notice Inviting Tender**

Tender Specification No : BHE/PW/PUR/WR-QAE/1197/OJ

Page 13 of 37

C.3	PROFIT Bidder must have earned cash profit in any one of the three Financial Years as applicable in the last three Financial Years defined in 'C-1 above based on latest Audited Accounts.		
E	Approval of Customer (if applicable) Note: Names of bidders who stand qualified after compliance of criteria A to D shall be forwarded to customer for their approval. Price bid of only those bidders shall be opened who are approved by customer.	NOT APPLICABLE	
F	Consortium criteria (if applicable)	NOT APPLICABLE	
<p>Explanatory Notes for QR 'A'</p> <ol style="list-style-type: none"> 1. Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated against C-1 above along with all annexures 2. In case audited Financial statements have not been submitted for all the three years as indicated against C-1 above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years i.e total divided by three. 3. C-2:-NETWORTH : Shall be calculated based on the latest Audited Accounts as furnished for C-1 above. Net worth = Paid up share capital + Reserves. (Net worth is required to be evaluated in case of companies) 4. C-3:- PROFIT : shall be NET profit (PAT + Non cash expenditure viz depreciation) earned during any one of the three financial years as in C-1 above 5. Time period for achievement of the 'Technical' criteria of PQR (as in 'B' above) will be the last 7 years ending on the 'latest date' of Bid submission 6. 'EXECUTED' means the Vendor should have achieved the criteria specified in the Technical criteria of PQR (as in 'B' above) even if the Contract has not been completed or closed 7. The value of work (Experience submitted against PQR B) shall be updated as per the PVC indices for "All India Avg. Consumer Price Index for Industrial Workers" with base month as date of execution (completion of contract/work) and indexed upto two months prior to bid opening month. 			

BIDDER SHALL SUBMIT ABOVE PRE-QUALIFICATION CRITERIA FORMAT, DULY FILLED-IN, SPECIFYING RESPECTIVE ANNEXURE NUMBER AGAINST EACH CRITERIA AND FURNISH RELEVANT DOCUMENT IN THE RESPECTIVE ANNEXURES IN THEIR OFFER along with copies of Work Orders, Work Completion certificates, Audited profit and Loss Account for the last three years and other related documents as per PQR & tender specification.

BIDDER MUST SIGN & STAMP ALL PAGES OF TECHNICAL BID- VOL-I AND SUBMIT IT WITH THEIR OFFER AS A PART OF TECHNICAL BID.

**BHEL PSWR
Notice Inviting Tender**

Tender Specification No : BHE/PW/PUR/WR-QAE/1197/OJ

Page 14 of 37

ANNEXURE - 2

CHECK LIST

NOTE:- Tenderers are required to fill in the following details and no column should be left blank

1	Name and Address of the Tenderer		
2	Details about type of the Firm/Company		
3	Details of Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Fax No:	
4	EMD DETAILS	DD No: Date : Bank : Amount: Please tick (✓) whichever applicable:- ONE TIME EMD / ONLY FOR THIS TENDER	
		APPLICABILITY	BIDDER REPLY
5	Whether the format for compliance with PRE QUALIFICATION CRITERIA (ANNEXURE-I) is understood and filled with proper supporting documents referenced in the specified format	Applicable	YES / NO
6	Whether Audited profit and Loss Account for the last three years submitted	Applicable	YES/NO
7	Whether Copy of PAN Card submitted	Applicable	YES/NO
8	Whether all pages of the Tender documents including annexures, appendices etc are read understood and signed	Applicable	YES/NO
9	Integrity Pact	Not Applicable	Not Applicable
10	Declaration by Authorised Signatory	Applicable	YES/NO
11	Whether No Deviation Certificate submitted	Applicable	YES/NO
12	Whether Declaration confirming knowledge about Site Conditions submitted	Applicable	YES/NO
13	Whether Declaration for relation in BHEL submitted	Applicable	YES/NO
14	Whether Non Disclosure Certificate submitted	Applicable	YES/NO
15	Whether Bank Account Details for E-Payment submitted	Applicable	YES/NO
16	Capacity Evaluation of Bidder for current Tender	Refer SI 9 of NIT	
17	Tie Ups/Consortium Agreement are submitted as per format	Not Applicable	Not Applicable
18	Whether Power of Attorney for Submission of Tender/Signing Contract Agreement submitted	Applicable	YES/NO
19	Whether Analysis of Unit rates submitted	Applicable	YES/NO

NOTE : STRIKE OFF 'YES' OR 'NO', AS APPLICABLE

DATE :

AUTHORISED SIGNATORY
(With Name, Designation and Company seal)

Registered Office : BHEL House, Siri Fort, New Delhi – 110 049, India
Website : www.bhel.com

ANNEXURE 4: IMPORTANT INFORMATION

1. The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site (www.bhel.com ---> Tender Notification -> List of Banned Firms)
2. All Statutory Requirements as applicable for this project shall be complied with.
3. Please take note of following Revised Tender Clauses:
 - i. General conditions of Contract: Clause No 1.15.13 (New), Clause No 2.8.3, 2.8.4 and 2.8.5
4.
 - **The following Clauses as per General Conditions of Contract shall not be applicable for this contract.**
 1. Price Variation Compensation is not applicable. (Clause no.2.17)
 2. Overrun Compensation shall not be applicable. (Clause no.2.12)
 3. Interest bearing advance shall not be paid for this contract (Clause no.2.13).
 4. Quantity Variation Compensation is not applicable (Clause no.2.14) .
 5. Retention Amount shall not be applicable (Clause no.2.22).
 6. Performance Guarantee for Workmanship (Clause no.2.24).

1197

TECHNICAL CONDITIONS OF CONTRACT (TCC)

BHARAT HEAVY ELECTRICALS LIMITED



TECHNICAL CONDITIONS OF CONTRACT (TCC) CONTENTS

SI No	DESCRIPTION	Chapter	No. OF PAGES
Volume-IA	Part-I: Contract specific details		
1	Project Information	Chapter-I	1
2	Scope of Works	Chapter-II	14
3	Facilities in the scope of Contractor/BHEL (Scope Matrix)	Chapter-III	1
4	T&Ps and MMEs to be deployed by Contractor	Chapter-IV	1
5	T&Ps and MMEs to be deployed by BHEL on sharing basis	Chapter-V	1
6	Time Schedule	Chapter-VI	1
7	Terms of Payment	Chapter-VII	1
8	Taxes and other Duties	Chapter-VIII	2

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - I : Project Information

1.0	Project Information
1.1	<p>INTROUCTION</p> <p>BHARAT HEAVY ELECTRICALS LIMITED (BHEL) IS GOVERNMENT OF INDIA UNDERTAKING “A NAVARATHNA COMPANY” AMONGST PUBLIC SECTOR COMPANIES IN INDIA. BHEL IS ONE OF THE LARGEST PSU IN THE FIELD OF ENGINEERING, DESIGN, MANUFACTURING, SUPPLYING AND ERICTION & COMMISSIONING OF POWER PLANTS IN THE COUNTRY AND ABROAD.</p> <p>INTENT OF THIS TENDER IS TO FINALIZE A RATE CONTRACT FOR PROVING THE SERVICES OF QULITY ASSURANCE ENGINEERS AT VARIOUS ONGOING AND FORTH-COMING POWER PROJECTS IN INDIA IN THE STATE OF MADHYAPRADESH, CHHATTISGARH, MAHARASTRA, GUJARAT,GOA AND ALSO SITES ON BORDER OF UTTERPRADESH , ORISSA & RAJASTAN STATE WITHIN THE WORK AREA OF BHEL POWER SECTOR WESTERN REGION.</p>

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - II : Scope of Works

1.0 Scope Of Work For Field Quality Assurance Services at PSWR Sites:

Bidder agency shall provide Quality Assurance Engineers in the areas/ packages mentioned below and as specified else where, at various BHEL Project sites. Additional suitable manpower shall have to be provided, if need arises.

The work for Field Quality Assurance services comprises of following five areas:

1. **CIVIL WORKS**
2. **FABRICATION & ERECTION OF STEEL STRUCTURES**
3. **ERECTION & COMMISSIONING OF BOILER & AUXILIARIES**
4. **ERECTION & COMMISSIONING OF ELECTRICAL AND C&I SYSTEMS**
5. **ERECTION & COMMISSIONING OF TURBINE, GENERATOR, AUXILIARIES**

1.1 CIVIL WORKS

Civil Works consist of following Civil Structures/Packages:-

- Main Power House (TG & AUX Building/ Service Building) , Boiler foundations, ESP foundations, Equipment and Machine foundations, Mill bay foundations and super structures, Transformer yard, Misc. foundations, pavements, Switchyard, Roads & Drainage etc.
- Auxiliary Buildings like Cooling Water Pump House, Raw Water Pump House, CW Duct, ESP Control Room, Chlorination Plant Building, Compressor House, DG Building, Clarified Water Pump House & Sump, Filtered Water Pump House, DM Make up Pump House, Administrative Building etc.
- Civil Works for BOP Package like Ash Handling Plant, Coal Handling Plant, Pre-Treatment Plant, DM Water Treatment Plant, Effluent Treatment Plant Building, Cooling Towers, and Chimney etc.

Scope of the work for the field quality engineers deployed by the contractor, under Civil Works shall comprise mainly of following:-

- 1.1.1 Witnessing on behalf of BHEL for Sample checking of input materials (consisting mainly of steel, cement, sand, stone chips, bricks etc.) as per Procedures/ Field Quality Plans for Civil Works approved by BHEL/ Client or IS codes/ standards. This shall include inspection of materials after receipt at site and verification of test certificates.
- 1.1.2 Witnessing on behalf of BHEL for the various checks/ tests to be performed by respective sub-contractors of BHEL at Project site as per approved Field Quality Plans approved by BHEL or client/ relevant IS codes/ any other applicable documents.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - II : Scope of Works

- 1.1.3 Review of inspection & test reports for the checks which are not under witness category as per FQP and conducting periodical quality surveillance audits at various stages of erection and finally on completion of work as per the approved field quality plan.
- 1.1.4 Collection and compilation of various log sheets/ test results/ reports for checks performed as at Sr. No. 1.1.1, 1.1.2, & 1.1.3, certification/ authentication of test results/ reports, and submitting them to client in mutually the format.
- 1.1.5 Conducting periodical quality surveillance audits at the site office of sub-contractors of BHEL to ensure for valid calibration of monitoring/ measuring instruments & devices and testing equipments, Proper documentation and record keeping of Inspection data, log sheets, protocols, test certificates etc. as per BHEL quality systems.

1.2 FABRICATION & ERECTION OF STEEL STRUCTURES

Scope of work for the field quality engineers deployed by the contractor, under this area shall mainly comprise of following:

- 1.2.1 Witnessing on behalf of BHEL for Sample checking of input materials (consisting mainly of steel plates/ steel sections/ steel materials etc.) as per Procedures/ Field Quality Plans for Fabrication & Erection of Steel Structures approved by BHEL/ Client or IS codes/ standards. This shall include inspection of materials after receipt at site and verification of test certificates.
- 1.2.2 Review of inspection & test reports for the checks which are not under witness category as per FQP and conducting periodical quality surveillance audits at various stages of erection and finally on completion of work as per the approved field quality plan.
- 1.2.3 Collection and compilation of various log sheets/ test results/ reports for checks performed as at Sr. No. 1.2.1 & 1.2.2, certification/ authentication of test results/ reports, and submitting them to client in the agreed format.
- 1.2.4 Conducting periodical quality surveillance audits at the site office of sub-contractors of BHEL to ensure for valid calibration of monitoring/ measuring instruments & devices and testing equipments, Proper documentation and record keeping of Inspection data, log sheets, protocols, test certificates etc. as per BHEL quality systems.

1.3 ERECTION & COMMISSIONING OF BOILER & AUXILIARIES

Boiler & Auxiliaries mainly consists of Boiler Supporting Structures, Pressure Parts, ESP, Ducts & Dampers/ Gates, Rotating Machines like Forced Draft Fan, Induced Draft Fan, Primary Air Fan, Coal

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - II : Scope of Works

Mills, Coal Feeders, Air Pre-heater, Valves & Soot Blowers, Fuel Firing System, and High Pressure Piping etc.

Scope of the work for the field quality engineers deployed by the contractor, under this package shall comprise mainly of following activities:-

- 1.3.1 Witnessing on behalf of BHEL for the checks to be performed on the equipments/ systems by the sub-contractor of BHEL as per applicable Procedures/ Field Quality Plans for Erection & Commissioning approved by BHEL/ Client.
- 1.3.2 Review of inspection & test reports for the checks which are not under witness category as per FQP and conducting periodical quality surveillance audits at various stages of erection and finally on completion of work as per the approved field quality plan.
- 1.3.3 Collection and compilation of various log sheets/ test results/ reports for checks performed as at Sr. No. 1.3.1 & 1.3.2 certification/ authentication of test results/ reports, and submitting them to client in the agreed format.
- 1.3.4 Conducting periodical quality surveillance audits at the site office of sub-contractors of BHEL to ensure for valid calibration of monitoring/ measuring instruments & devices and testing equipments, Proper documentation and record keeping of Inspection data, log sheets, protocols, test certificates etc. as per BHEL quality systems.

1.4 ERECTION & COMMISSIONING OF ELECTRICAL and C & I SYSTEMS

Electrical Systems mainly consist of Power Transformers, Auxiliary Transformers, LT Switchgears, HT Switchgears, LT Bus Ducts, HT Bus Ducts, HT Motors, and Switchyard etc.

C & I System mainly consists of field mounted instruments like transducers, transmitters, gauges etc., analyzers, control valves, electrical & pneumatic actuators, DDC/ PPC based control panels etc.

Scope of the work for the field quality engineers deployed by the contractor, under these systems shall comprise mainly of following activities:-

- 1.4.1 Witnessing on behalf of BHEL for the checks to be performed on the equipments/ systems by the sub-contractor of BHEL as per applicable Procedures/ Field Quality Plans for Erection & Commissioning approved by BHEL/ Client.
- 1.4.2 Review of inspection & test reports for the checks which are not under witness category as per FQP and conducting periodical quality surveillance audits at various stages of erection and finally on completion of work as per the approved field quality plan.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - II : Scope of Works

- 1.4.3 Collection and compilation of various log sheets/ test results/ reports for checks performed as at Sr. No. 1.4.1 & 1.4.2 certification/ authentication of test results/ reports, and submitting them to client in the agreed format.
- 1.4.4 Conducting periodical quality surveillance audits at the site office of sub-contractors of BHEL to ensure for valid calibration of monitoring/ measuring instruments & devices and testing equipments, Proper documentation and record keeping of Inspection data, log sheets, protocols, test certificates etc. as per BHEL quality systems.

1.5 **ERECTION & COMMISSIONING OF TURBINE & GENERATOR**

This package mainly consists of Steam Turbine/ Gas Turbine, Generators, Heat Exchangers, Pumps, and LP Piping etc.

Scope of the work for the field quality engineers deployed by the contractor, under this package shall comprise mainly of following activities:-

- 1.5.1 Witnessing on behalf of BHEL for the checks to be performed on the equipments/ systems by the sub-contractor of BHEL as per applicable Procedures/ Field Quality Plans for Erection & Commissioning approved by BHEL/ Client.
- 1.5.2 Review of inspection & test reports for the checks which are not under witness category as per FQP and conducting periodical quality surveillance audits at various stages of erection and finally on completion of work as per the approved field quality plan.
- 1.5.3 Collection and compilation of various log sheets/ test results/ reports for checks performed as at Sr. No. 1.5.1 & 1.5.2, certification/ authentication of test results/ reports, and submitting them to client in the agreed format.
- 1.5.4 Conducting periodical quality surveillance audits at the site office of sub-contractors of BHEL to ensure for valid calibration of monitoring/ measuring instruments & devices and testing equipments, Proper documentation and record keeping of Inspection data, log sheets, protocols, test certificates etc. as per BHEL quality systems.

2.0 Qualification and Experience Of Contractor's Personnel

2.1 Qualification

- 2.1.1 Quality Assurance Engineers (QAEs) deployed by the contractor shall be qualified Engineering degree holders with minimum 5 years of experience or qualified diploma holders with minimum 8 years of experience.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - II : Scope of Works

2.1.2 Depending upon the deployment and scope of work, branch of Engineering shall be Mechanical Engineering or Civil Engineering or Electrical Engineering or Electronics & Telecommunication Engineering.

2.2 Experience

Graduate Engineers shall have minimum 5 years experience and Diploma holders shall have minimum 8 years experience. Depending upon the deployment, experience of QAE shall include but not be limited to areas and details given below.

2.2.1 In general, the experience of QAE shall be in the area of field Quality Assurance in the areas pertaining to scope as mentioned at clause numbers 1.0 above.

2.2.2 Good knowledge of power plant products, field Quality Plans, codes, standards, statutory requirements, inspection and test procedures of Power Plant equipments and systems mentioned at clause 1.0 above including materials, various type of welding and their inspection & testing etc.

2.2.3 Undertaking inspection of installation of power plant equipments (like boilers & auxiliary systems, turbines, generators, piping, electrical switch boards/ panels, transformers, motors, cabling, C & I Systems, Civil & Structural works etc.) in the areas as given at 1.0 above.

2.2.4 QAE for Boiler area and fabrication area shall be additionally qualified ASNT/ISNT Level-II in Non destructive testing (LPI, MPI, RT, UT) of welds. Minimum one QAE will be required to be deployed at construction sites in Boiler area and fabrication area.

2.3 The deployment of above manpower by the contractor shall be subject to submission of Credentials of each of the contractor's personnel to respective Site In-charge of BHEL and obtaining acceptance/ approval from respective Site In-charge of BHEL/ Customers in this regard.

3.0 Special Conditions of Contract

3.1 Sub-letting of jobs with in the agreed scope of work, in any way is not permitted.

3.2 QAEs shall be governed by 'Confidentiality' clause. They shall not, in any manner, misuse the data/ information.

3.3 All drawings, specifications/ FQP/ QP and other relevant document/ data provided to QAEs for undertaking relevant tasks, shall be returned to BHEL after completion of job/

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - II : Scope of Works

completion/ termination of contract. Such documents shall not be used by the QAEs for any purpose other than for the designated task.

- 3.4 All Quality Plans, data/ findings, inspection and other reports, test results, radiographs etc. generated and used by the QAE shall be the property of BHEL. These can not be published/ utilized or taken away by the QAE or any staff of the Contractor.
- 3.5 All measuring & testing Instruments/ equipments will be arranged by BHEL/ sub-contractors working at site. Quality Assurance Engineers shall undertake visual/ physical checking of instruments and co-relation with valid calibration certificates before using any measuring & testing instruments/ equipments. QAEs shall ensure for use of calibrated measuring & testing Instruments/ equipments.
- 3.6 Quality Assurance Engineers shall be fully responsible for the tasks undertaken by them, authenticity of the test results etc. They shall prepare documents, witness/ undertake inspections and submit the documents/ reports to BHEL in time without hindrance of work.
- 3.7 Credentials of QAEs shall be verified and approved by BHEL PSWR and/ or its customer prior to their deployment.
- 3.8 QAEs at BHEL PSWR sites shall work under Erection Engineers. They shall administratively report to Construction Manager through respective Erection Engineers and technically to Quality Head at PSWR-Nagpur.
- 3.9 QAEs shall interact with contractors, customers/ consultants, erection agencies with regard to readiness of items to be inspected and other relevant Quality matters. They shall keep the Construction Manager/ Erection Engineer/ Quality Head (as the case may be) apprised of all such discussions/ interactions on daily basis.
- 3.10 Reasonable office space with furniture for proper functioning of the Contractor's QAE will be provided by BHEL free of any charges.
- 3.11 BHEL shall provide to the QAEs posted at construction sites, furnished bachelor accommodation as available at respective sites, free of charges (including free electricity and water supply), and free transport facility at respective sites for attending duty.
- 3.12 Normally, the role of QAEs shall be limited to the place of their deployment. However, in case of any requirement for outstation work is to be taken on behalf of BHEL, following guidelines shall be applicable:
 - a) For assignments outside project site but limited to 50 Km radius, necessary transport for contractor's staffs shall be arranged by BHEL/ its sub-contractors free of any charges to the contractor. No additional payment to the contractor will be made for such assignments.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - II : Scope of Works

- b) For assignments outside project Site beyond 50 Km radius of Project sites, following additional payment shall be reimbursed to the contractor:
- I. To and fro Rail fare limited to AC two tier by express/ mail train fare by shortest route from respective place of deployment & back against submission of ticket/ receipt/ proof plus lump-sum amount of RS 250/= (Rupees Two hundred fifty only) will be paid per person per day (here day means 24 hours and calculation shall be based on number of hours stay at outstation i.e. $\frac{1}{4}$ for stay up to 6 hours, $\frac{1}{2}$ for stay for more than 6 hours but up to 12 hrs and full for stay beyond 12 hours). In case of travel by road through bus/taxi, fare limited to AC two tier of express/ mail train for the distance traveled shall be paid.
 - II. In case of night stay required at outstation, BHEL will provide lodging facility. In case, BHEL is not able to provide lodging facility, lodging charges @ RS 1500/= (Rupees one thousand five hundred only) per day per person will be reimbursed to the contractor's engineers.
 - III. The movement of contractor's QAEs outside the project site shall be subject to the prior approval of BHEL Construction Manager.
- 3.13 Contractor shall make available suitable personnel/ senior level technical personnel (other than Quality Assurance Engineers posted at site) for discussions/ interactions with BHEL, Customers/ Consultants, vendors/ sub-contractors wherever need arises. Senior level personnel of contractor will visit the respective sites periodically (at least once in 3 months) wherever their personnel are posted to ascertain the quality of jobs performed by their site personnel and for further betterment of jobs executed by them. Such visits of senior personnel of the contractor will be free of any additional charges to BHEL.
- 3.14 QAEs shall follow working hours, number of working days per week, weekly off and holidays as per norms and holiday list of BHEL office where they are deployed.
- 3.15 Each man day shall consist of 8 (eight hours) working hours excluding lunch break. However, at times work may continue round the clock including on Sundays and holidays and services of QAEs may be required beyond the normal working hours as decided by BHEL. No compensation, in any form, shall be given by BHEL for such over stays beyond normal working hours or working on Sundays and holidays.
- 3.16 In case QAEs go on long leave, the contractor will have to make suitable alternative arrangements for deployment of suitable personnel during the absenteeism. In case alternative arrangements are not made by the contractor, BHEL will make deduction in monthly bill of contractor on pro-rata basis.
- 3.17 Contractor shall ensure that payment and dues admissible to QAEs deployed are made by the last working day of every month, failing which BHEL reserves the right to make such payments and dues to QAEs. Such payments shall be back charged/ recovered from bills of the contractor or from security deposit/ bank guarantee. On demand by BHEL, pay roll

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - II : Scope of Works

sheet giving details of all payments made to QAEs, duly signed by contractor shall be furnished by the contractor.

- 3.18 Contractor shall present his bill to respective Construction Manager where QAE is deployed for payment.
- 3.19 Contractor shall submit monthly report to Head (Quality)/BHEL-Nagpur indicating cumulative deployment of QAEs and other details as may be required by BHEL.
- 3.20 BHEL reserves the right to regulate strength of deployment of contractor's manpower as per requirements and/or to short close the contract. In such eventuality, 15 days notice shall be given by BHEL to the contractor and payment shall be made for the completed months or part there of on pro-rata basis. No other compensation will be given by BHEL.
- 3.21 BHEL reserves the right to terminate the above contract at any point of time without assigning any reason upon giving 15 days notice to the Contractor.
- 3.22 In case the performance of the QAEs is found to be unsatisfactory, his services shall be discontinued by BHEL and no payment shall be made against deployment of such unacceptable Engineers, from the date QAE has been notified as unsatisfactory. Replacement of such persons will have to be arranged by the contractor within 15 days.
- 3.23 In case QAEs are found to be indulged in malpractices, their services will be terminated with immediate effect without giving any notice. Also, in such cases, BHEL will have right to decide the payment to be given for services provided by such QAEs. Replacement of such persons will have to be arranged by the contractor within 15 days.
- 3.24 In case, the contractor fails to provide QAEs in time (due to absence of contractor's person, away from place of deployment); BHEL will have option to arrange the activities by other suitable agency. Additional cost of such agencies together with overhead charges as per BHEL policy will be borne by contractor, which shall be deducted from any sum payable to the contractor.
- 3.25 The contractor shall arrange for medical facilities and insurance for deployed QAEs at Contractor's cost.
- 3.26 Insurance
- 3.26.1 It shall be the sole responsibility of Contractor to take insurance policies for the QAEs against risks of accidents and injury while at work as required by the rules and make compensation if any as per applicable rules.
- 3.26.2 If due to negligence and/ or non-observance of safety and other precautions by QAEs, any accident/ injury occur to any other person(s)/ public, the contractor

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - II : Scope of Works

shall pay necessary compensation and other expenses, if so decided by the appropriate authority.

- 3.26.3 The contractor will take necessary precautions and due care to protect any material/ equipment/ hardware etc., while in custody of their QAEs, from any damages/ loss till the same is taken over by BHEL/ returned/ handed over to BHEL or customer. BHEL reserves the right to recover loss from contractor, in case the damage/ loss is due to carelessness/ negligence on the part of QAEs of the contractor. In case of any theft, while in custody of contractor's QAEs, matter shall be reported to Police by the contractor immediately and copy of FIR and subsequent police investigation report shall be submitted to BHEL for taking up with insurance.
- 3.26.4 In case any surrounding property gets damaged due to negligence/ carelessness of contractor's QAEs, the contractor shall submit necessary documents for lodging insurance claim as required by BHEL. BHEL, however, reserves the right to recover deductible franchise and also unsettled portion of insurance claim from the contractor.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - II : Scope of Works

4.0 TENTATIVE SITE WISE AND AREA WISE DEPLOYMENT OF QAES

4.1 The tentative area wise requirement for deployment of Quality Assurance Engineers at various projects shall be as given below:-

Sr. No.	Project Site	Area Of Work	No. of QAE Required	Deployment Period
01	5 X 250 MW TPP Indiabulls Amravati	Boiler & Auxiliaries, Turbine & Generator	04	12 MONTHS
02	1 x 600 MW Avantha Power Raigarh	Boiler & Auxiliaries, Turbine	01	12 MONTHS
03	2 x 250 MW Bhavnagar	Boiler & Auxiliaries, Turbine & Generator	03	12 MONTHS
04	1 x 500 MW MSPGCL Chandrapur TPS EXTN	Boiler & Auxiliaries, Turbine & Generator	02	12 MONTHS
05	2 x 600 DB Power Raigarh	Boiler & Auxiliaries, Turbine & Generator	02	12 MONTHS
06	6 x 75 MW CPP Hindalco Mahan	Boiler & Auxiliaries, Turbine & Generator	03	12 MONTHS
07	IOCL Vadodara	Industry Project	01	12 MONTHS
08	1 x 600 MW Avantha Power Jhabua	Boiler & Auxiliaries, Turbine	02	12 MONTHS
09	4 x 600 MW JPL Raigarh	Boiler & Auxiliaries, Turbine & Generator	05	12 MONTHS
10	5 X 250 MW TPP Indiabulls Nasik	Boiler & Auxiliaries, Turbine & Generator	03	12 MONTHS
11	2 x 660 NTPC Mauda	Boiler & Auxiliaries, Turbine & Generator	02	24 MONTHS
12	1 x 500 MW NTPC Vindhyachal (Extn)	Boiler & Auxiliaries, Turbine & Generator	02	24 MONTHS
13	2 x 150 MW OPG Kutch	Boiler & Auxiliaries, Turbine & Generator	02	12 MONTHS
14	1 x 250 MW MSPGCL Parli TPS EXTN	Boiler & Auxiliaries, Turbine & Generator	03	12 MONTHS
15	Sail Rourkela	Turbo Blower	01	12 MONTHS
16	Sail Bhilai	Turbo Blower	01	12 MONTHS
17	1 x 500 MW, MPSECL Satpura TPS EXTN	Civil Works, Steel Structures Boiler & Auxiliaries, Turbine & Generator	01	12 MONTHS
18	2 x 270 MW, GSECL SIKKA TPS EXTN	Civil Works, Steel Structures Boiler & Auxiliaries, Turbine & Generator	02	24 MONTHS

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - II : Scope of Works

19	Opal Dahej	Industry Project	02	12 MONTHS
20	NPCIL Kakrapar	2 x 700 MWe Turbine & Generator	01	24 MONTHS
21	2 x 150 MW Sintex Dhule	Boiler & Auxiliaries, Turbine & Generator	02	24 MONTHS
22	Kribhako Hazira	Industrial	01	12 MONTHS
23	2 x 660 JP Nigrie	ESP	01	12 MONTHS
24	2 x 660 NTPC Solapur	ESP	01	24 MONTHS
25	2 x 300 MW New Site/ Yawatmal	Boiler & Auxiliaries, Turbine & Generator	02	18 MONTHS

4.2 The above deployment plan is tentative and for guidance only and may vary as per actual requirement of quality assurance engineers at various sites.

4.3 Deployment of quality assurance engineers shall be solely at the discretion of BHEL as they may have to be shifted from one project site to another project site during the deployment during the contract period.

4.4 At a particular site, all QAEs might not be required at the same time.

4.5 Rate schedule is given for total deployment covering requirement at various project together. However, actual man month deployed at project sites may vary to any extent. The quoted man-month rate shall remain firm through out the period of rate contract.

5.0 Interest Bearing Recoverable Advance

Interest Bearing Recoverable Advance is Not payable in this contract. As such cl no : 2.13 of GCC is not applicable.

6.0 Price Variation Clause/ Revision of Rates

The accepted rates shall remain firm throughout the execution period including extension period (if any) and no escalation/ revision shall be payable. As such cl no : 2.17 of GCC shall not be applicable.

7.0 Overrun Compensation:

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - II : Scope of Works

Overrun Compensation not applicable to this contract. As such cl no : 2.12 of GCC is not applicable.

8.0 Site Visit

The Bidders shall acquaint themselves with the geographical and climatic condition etc. of the project Sites mentioned in the tender before quoting and apprise themselves of all prevailing conditions at the project sites.

9.0 MODE OF OPERATION OF THIS RATE CONTRACT

BHEL reserves the right to split the total work amongst many bidders to suit BHEL's requirement. The broad mechanism will be as follow.

- 9.1 All the bidders starting from L-2 onwards in ascending order (i.e. other than L1 bidder) will be given opportunity to match the L-1 price/rate. Interested bidder must confirm unqualified acceptance of L-1 price/rate in writing to BHEL after such offer by BHEL within the time frame set by BHEL.
- 9.2 BHEL will divide the total work in the following manner to the various bidders according to their standing as per the original quoted rates.
 - 9.2.1 Around 50% of the total work to the original L-1 bidder.
 - 9.2.2 Around 30% of the total work to the next placed bidder who accepts L-1 rate.
 - 9.2.3 Around 20% of the total work to the third placed bidder who accepts L-1 rate

Please note that the bidders as referred in S.N. 9.2.2 & 9.2.3 above may not necessarily have been the original L-2 or L-3 bidders, but are those two bidders in the ascending order of the of the originally quoted rates who later accepts BHEL's counter offer of L-1 rates.

9.3 BHEL reserves all rights to operate this contract as per our discretion.

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter – III & IV: FACILITY IN SCOPE OF CONTRACTOR AND T&Ps
and MMEs to be deployed by Contractor

NOT APPLICABLE TO THIS CONTRACT

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter – IV & IV: T&Ps and MMEs to be deployed by Contractor

NOT APPLICABLE TO THIS CONTRCT

TECHNICAL CONDITIONS OF CONTRACT (TCC)
**Chapter – V: T&Ps and MMEs to be deployed by BHEL on sharing
basis**

NOT APPLICABLE TO THIS CONTRCT

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – VI: Time Schedule

6.0 TIME SCHEDULE & MOBILIZATION

6.1 Contract Period

The period of contract is for 24 months from the date of letter of award. However, this contract may be extended (up to a maximum of another 12 months) on the same terms & conditions, at the same rates, and at the discretion of BHEL.

6.2 Mobilization

QAEs shall be mobilized within 15 days from the date of receipt of clearance/ intimation from BHEL. Following will be the mode for deployment of QAEs at site.

6.2.1 Intimation for deployment of QAEs at a particular site shall be sent by Head (Quality)/BHEL-Nagpur to contractors depending upon the requirement at site.

6.2.2 On receipt of intimation for QAE deployment, contractor shall submit credentials of each QAE to respective site In-charge of BHEL as given in intimation letter and copy shall be forwarded to Head (Quality)/BHEL-Nagpur.

6.2.3 The contractor shall obtain acceptance/approval from respective Site In-charge of BHEL for credentials of each QAE. Deployment of QAEs shall be subject to acceptance/approval of credentials of QAEs by BHEL.

6.2.4 Contractor shall deploy QAEs at site within 15 days of the intimation as at Sr. No. 10.2.1 above after obtaining acceptance/approval as at Sr. No. 10.2.3.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VII: Terms of Payment

7.0 Terms of payment

- 11.1 Based on man months deployed and certification by Construction Manager for services at site, monthly payment will be made to the contractor on pro-rata basis.
- 11.2 It shall be the responsibility of contractor to obtain and submit certificate from BHEL authority regarding deployment of claimed man month.
- 11.3 Period between 1st day of the last month to last day of month shall constitute one month.
- 11.4 The contractor shall submit the monthly bills along with certification (as mentioned above) latest by 7th of succeeding month to respective BHEL site office.
- 11.5 Deductions, if any, shall be made by BHEL from the monthly bill and payment made within 30 days by respective BHEL site subject to correctness and completeness of the bill.
- 11.6 The RA bill payment shall be made as per Cl no 10.0 of Chapter –X of SCC (page-44) and cl no 2.23 of GCC page no- 28-29.

Note: Retention Money & Performance Guarantee as per General Conditions of Contract shall not be applicable.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VIII: Taxes and Other Duties

8.0 TAXES, DUTIES, LEVIES

8.1. For All types of works excepting works covered under sl no 8.2

8.1.1

The contractor shall pay all (save the specific exclusions as enumerated in this contract) taxes, fees, license charges, deposits, duties, tools, royalty, commissions or other charges which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit.

However, provisions regarding Service Tax and Value Added Tax (VAT) on output services and goods shall be as per following clauses.

8.1.2 Service Tax & Cess on Service Tax

Contractor's price/rates shall be exclusive of Service Tax and Cess on Services. In case, it becomes mandatory for the contractor under provisions of relevant act/law to collect the Service Tax & Cess from BHEL and pay the same to the concerned tax authorities, such applicable amount will be paid by BHEL at the prevailing Service Tax Rate (presently 12.36 %) on the admitted bill value.

Contractor shall submit to BHEL documentary evidence of Service Tax registration certificate specifying name of services covered under this contract. Contractor shall submit serially numbered Service Tax and Cess Invoice, signed by him or a person authorized by him in respect of taxable service provided, and shall contain the following, namely,

1. The name, address and the registration number of the contractor,
2. The name and address of the party receiving taxable service,
3. Description, classification and value of taxable service provided and,
4. The service tax payable thereon.

All the Four conditions shall be fulfilled in the invoice before release of service tax payment.

Wherever, more than one route/option are available for discharge of service tax liability under a particular service, (e.g. "works contract Service"), contractor shall obtain prior written consent from BHEL site before billing the amount towards Service Tax.

8.1.3 VAT (Sales Tax /WCT)

As regards Value Added Tax (VAT)/CST on transfer of property in goods involved in Works Contract (previously known as Works Contract Tax) applicable as per local laws, the price quoted by the contractor shall be inclusive of the same and in no case input or output VAT/CST will be reimbursed extra.

In any case the Contractor shall register himself with the respective Sales Tax authorities of the state and submit proof of such registration to BHEL along with the first RA bill. Contractor will submit all the details of VAT/CST paid for the contract in the prescribed format of the respective state VAT laws. Also, the contractor will issue the tax Invoices to BHEL as per the Tax laws of respective state on monthly basis. Contractor shall also be required to furnish to BHEL necessary proof of VAT remittance on monthly basis.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VIII: Taxes and Other Duties

Deduction of tax at source shall be made as per the provisions of law and is to be construed as an advance tax paid by the contractor and no reimbursement thereof will be made.

Further, if BHEL, at the instance of customer or otherwise adopts the specific route for discharging output VAT liability itself, benefit of the reduction in liability of the contractor will be passed on to BHEL.

In case, BHEL is forced to pay any VAT liability on behalf of contractor, the same will be recovered from contractor's bill or otherwise as deemed fit

8.2 New Taxes/Levies

In case the Government imposes any new levy/tax on the output service/ goods/work after award of the contract, the same shall be reimbursed by BHEL at actual.

In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer, the Bidder/Contractor must convey its impact on his price duly substantiated by documentary evidence in support of the same **before opening of Price Bid**. Claim for any such impact after opening the Price Bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.

No reimbursement/recovery on account of increase/reduction in the rate of taxes, levies, duties etc. on input goods/services/work shall be made. Such impact shall be taken care of by the Price Variation/Adjustment Clause (PVC) if any. In case PVC is not applicable for the contract, Bidder has to make his own assessment of the impact of future variation if any, in rates of taxes/duties/ levies etc. in his price bid.