

E-TENDER SPECIFICATIONS

S. No.	E- TENDER SPECIFICATION NUMBER
01	BHE/PW/PUR/NTPRT-CHP-STRUCTURE/2267

FOR

**CHP STRUCTURE ERECTION AT 3X800 MW PVUNL
PATRATU, JHARKHAND.**

VOLUME I – TECHNICAL BID

THIS TENDER SPECIFICATION CONSISTS 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
Volume-IE	Technical Specification
Volume II	Price Bid



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

CONTENTS		
Volume No	Description	Hosted in website bhel.com (Briefly) and detailed in BHEL e-Procurement Portal as files titled
NIL	Tender Specification Issue Details	(Part of <u>Vol-IA-2267</u>)
NIL	Notice Inviting Tender	(Part of <u>Vol-IA-2267</u>)
I-A	Technical Conditions of Contract	Vol-I-A-2267
I-B	Special Conditions of Contract	Vol-I-BCD-2267
I-C	General Conditions of Contract	(Part of Vol-I-BCD-2267)
I-D	Forms & Procedures	(Part of Vol-I-BCD-2267)
I-E	Technical Specification	Vol-IE-2267
II	Price Bid Specification as specified in E-Procurement Portal	Volume-II-2267

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01	BHE/PW/PUR/NTPRT-CHP-STRUCTURE/2267

FOR

CHP STRUCTURE ERECTION AT 3X800 MW PVUNL PATRATU, JHARKHAND

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.

.....

PLEASE NOTE:
THESE TENDER SPECS DOCUMENTS ARE NOT TRANSFERABLE.

For Bharat Heavy Electricals Limited

AGM (Purchase)

Place: Nagpur

Date:

2267

NOTICE INVITING TENDER

Bharat Heavy Electricals Limited



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Date: 12/03/2020

NOTICE INVITING E-TENDER (NIT)

NOTE: BIDDER MAY DOWNLOAD/ UPLOAD THE TENDER/ OFFER FROM/ON BHEL E-PROCUREMENT PORTAL → <https://bhel.abcprocure.com>

To,

Dear Sir/Madam,

Sub : NOTICE INVITING E-TENDER

Offers are invited in two part bid system from reputed & experienced bidders (meeting [PRE QUALIFICATION CRITERIA](#) as mentioned in Annexure-I) through **E-procurement portal → <https://bhel.abcprocure.com>** only for the subject job by the undersigned on behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender documents. Following points relevant to the tender may please be noted and complied with:

Note: **The bidder should respond by submitting their offer online only in our e-Procurement platform at <https://bhel.abcprocure.com>. No Hard copy bid/ bids through email/ fax shall be accepted.**

1.0 Salient Features of NIT

S No.	ISSUE	DESCRIPTION	
i	E-TENDER NUMBER	BHE/PW/PUR/NTPRT-CHP-STRUCTURE/2267	
ii	Broad Scope of job	CHP STRUCTURE ERECTION AT 3X800 MW PVUNL PATRATU, JHARKHAND	
iii	DETAILS OF TENDER DOCUMENT		
A	Volume-IA	Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc.	Applicable
B	Volume-IB	Special Conditions of Contract (SCC)	Applicable
C	Volume-IC	General Conditions of Contract (GCC)	Applicable
D	Volume-ID	Forms and Procedures	Applicable
E	Volume-IE	Technical Specification	Applicable
F	Volume-II	Price Bid as specified in E-Procurement Portal	Applicable
iv	Issue of Tender Documents	From https://bhel.abcprocure.com (Tender documents will be available for downloading from BHEL e-Procurement website till due date of submission) Brief information of the tender shall also be available at Central Public Procurement portal (https://eprocure.gov.in) and BHEL website (www.bhel.com).	Applicable
v	DUE DATE & TIME OF OFFER SUBMISSION	Date: 02/04/2020, Time: 15.00 Hrs Place: on E-Tender Portal https://bhel.abcprocure.com • Offer to be submitted online only through e-procurement Portal	Applicable

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S No.	ISSUE	DESCRIPTION	
vi	OPENING OF TENDER (Techno-Commercial Bid)	<p>Date: 02/04/2020, Time: 16.00 Hrs</p> <p>Notes:</p> <p>(1) In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day.</p> <p>(2) This tender being an e-tender, it shall be opened online only through the E-Procurement Portal. Participating bidders may witness the Opening online only.</p>	Applicable
vii	EMD AMOUNT	<p>Rs. 46,00,000/- (Rupees Forty-Six Lakhs only)</p> <p>[To be submitted in the form and manner as mentioned below]</p> <p>Important Note: Bidders kindly to take note that EMD (Earnest Money Deposit) shall be furnished by MSE bidders as well, as per the amount and procedure indicated in the NIT/GCC.</p>	Applicable
viii	COST OF TENDER	<p>Rs 2000/-</p> <p>[To be submitted in the form and manner as mentioned below]</p>	Applicable
ix	LAST DATE FOR SEEKING CLARIFICATION	Three days before the due date of offer submission. Along with soft version also, addressing to undersigned & to others as per contact address given below.	Applicable
x	SCHEDULE OF Pre Bid Discussion (PBD)	24/03. 11.00 Hrs at BHEL PSWR HQ Nagpur	Applicable
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	<p>Shri Arun Chandra Verma, IPS (Retd.) and Shri Virendra Bahadur Singh, IPS (Retd.)</p> <p>(Please refer Annexure-04 "Important Information" of NIT for more details)</p>	Applicable
xii	Latest updates	<p>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 Corrigendum), Central Public Procurement portal (https://eprocure.gov.in) & on e-tender portal https://bhel.abcpocure.com and not in the newspapers. Bidders to keep themselves updated with all such information.</p>	

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 **digitally** signed 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 Tender document cost by cash at the Cash Office as stated above against sl no iv of 1, on any working day. Copy of Cash receipt or the proof of Demand Draft duly **digitally** signed is to be uploaded with the Techno Commercial offer **on e-tender portal <https://bhel.abcpocure.com>**. However Original Demand Draft shall be sent to the officer inviting tender within a reasonable time failing which the offer is liable to be rejected. Sale of tender Documents

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shall not take place on National Holidays, holidays declared by Central or State Governments and BHEL PS HQ at _____, Sundays and second/ last Saturdays.

- 4.0 Unless specifically stated otherwise, bidder shall deposit EMD as per the provisions in General Conditions of Contract Clause no. 1.9.1. In case of remittance of EMD through **Demand Draft/Pay Order**, same shall be in favour of **Bharat Heavy Electricals Ltd.** payable at Nagpur. In case of remittance of EMD through **Bank Guarantee (for the balance EMD amount in excess of Rs 2 Lakhs)** OR through **FDR**, refer General Conditions of Contract Clause no. 1.9.1(iv). Proforma of Bank Guarantee for Earnest Money shall be as provided in Vol-ID "FORMS & PROCEDURES". For other details and for 'One Time EMD' please refer General Conditions of Contract.

In case of remittance of EMD through Electronic Fund Transfer, Bank account details of BHEL PSWR to be used is as below: -

NAME OF THE COMPANY	BHARAT HEAVY ELECTRICALS LTD
ADDRESS OF THE COMPANY	SHREE MOHINI COMPLEX 345, KINGSWAY,NAGPUR
NAME OF BANK	STATE BANK OF INDIA
NAME OF BANK BRANCH AND BRANCH CODE	SBI,KINGSWAYBRANCH,BRANCH CODE-00432
CITY	NAGPUR
ACCOUNT NUMBER	31380025872
ACCOUNT TYPE	CURRENT A/C
IFSC CODE OF THE BANK BRANCH	SBIN0000432
MICR CODE OF THE BANK BRANCH	440002002

Above bank account, details can be used for remittance of Security Deposit as well by the successful tenderer.

Procedure for Earnest Money Deposit					
Description/ Mode of Submission	EFT	Cash	DD/Pay Order	FDR (Refer GCC clause no 1.9.1(iv) for FDR)	Bank Guarantee (Refer GCC clause no 1.9.1(iv) for Acceptable Portion of EMD in the Form of BG)
Proof of EMD along with the offer			Scan Copy has to be uploaded	Scan Copy has to be uploaded	Scan Copy of BG has to be uploaded.
Submission of EMD to BHEL PSWR, Nagpur	Receipt of Amount Transferred into BHEL Account	Recei pt of cash depos it at BHEL office	Original DD/ Pay order to be sent through Registered Post	The Original FDR to be sent through Courier/Post to BHEL PSWR Nagpur.	The Original Bank Guarantee/any extensions /amendments shall be sent directly by the Bank to BHEL under Registered Post (Acknowledgement Due), addressed to the Purchase Department, BHEL PSWR, Nagpur.

~~Copy of One Time EMD Certificate or~~ The proof of Demand Draft/ Payorder/FDR or BG or receipt of Electronic Fund Transfer duly **digitally** signed is to be uploaded with the Techno Commercial offer on '**e-tender portal**' → <https://bhel.abcpocure.com>. In case of Demand Draft/ Payorder/FDR/BG, **Original Demand Draft/ Payorder/FDR/BG shall be sent to the officer inviting tender within a reasonable time failing which the offer is liable to be rejected.**

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5.0 Procedure for Submission of Tenders:

Procedure for Submission of Tender is available in the “[Bidder Manual for BHEL Bidders](https://bhel.abcpocure.com)” at E-tender portal <https://bhel.abcpocure.com>. Terms and conditions mentioned therein shall form integral part of the NIT and bidders shall abide by the same.

a) Hardware and Software requirements for participating in e-tender:

- ❖ Please refer the website for the minimum system requirements and setting document for Bidders under the link: <https://bhel.abcpocure.com>

b) Digital Signature

- ❖ To know the procedure for obtaining Digital Signature Certificate (DSC), suppliers who are not having the DSC are advised to visit our website www.bhel.com → Tender Notifications → Sample Checklist.

c) M/s E-Procurement Technologies Limited Helpdesk Contacts:

During normal business hours, helpline maintained by the service provider e-Procurement Technologies Limited is available for clarifying any doubts of supplier/s. The helpline numbers are provided in the e-procurement website.

- ❖ Mr. Swapnil Hamilton, Support Executive, Ph: +91 7940270549, e-mail ID: swapnil.h@eptl.in
- ❖ Mr. Hardik Oza, Support Executive, Ph: +91 7940270560, e-mail ID: hardik.oza@eptl.in
- ❖ Mr. Ankur Bhatt, Support Executive, Ph: +91 7940270590, e-mail ID: ankur.bhatt@eptl.in
- ❖ Mr. Prashant, Asst. Manager – Implementation & Support, Ph: +91 7940270545, e-mail ID: prashant@eptl.in

Note

- i. **Offers/tenders submitted in the E-tender portal shall only be considered for further evaluation. Offers sent by FAX / E-mail / any mode other than E-tender would not be entertained.**

The Tenderers must submit their Tenders, as detailed below:

- PART-I consisting of ‘PART-I A (Techno Commercial Bid)’ & ‘PART-I B (EMD/COST of TENDER)’
- PART-II (Price Bid)

The contents of the offer/tender are as given below. **(All Documents to be digitally signed and uploaded in E-tender Portal)**

SN	Description	Remarks
	Part-I A	
i.	Covering letter/Offer forwarding letter of Tenderer (in the techno commercial compliance sheet provided)	
ii.	Duly filled-in ‘No Deviation Certificate’ as per prescribed format. Note: <ol style="list-style-type: none">a. In case of any deviation, the same should be submitted separately, indicating respective clauses of tender against which deviation is taken by bidder. 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.<ol style="list-style-type: none">i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL	

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SN	Description	Remarks
	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 a credential certificates issued by clients shall distinctly bear the name of organization, contact phone 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
vi.	Duly filled-in annexures, formats etc. as required under this Tender Specification/NIT	
vii.	Notice inviting Tender (NIT)	
viii.	Volume – I A : Technical 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 - IE: Technical Specification	
xiii.	Volume – II (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item	
xiv.	Any other details preferred by bidder with proper indexing.	

PART-I B		
i.	<p>1. Earnest Money Deposit (EMD) in the form as indicated in this Tender</p> <p style="text-align: center;">OR</p> <p>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> <p>Note: Refer Clause No-3 and 4 of NIT for further details</p>	

PART-II		
ii	Volume II – PRICE BID (Duly Filled in Schedule of Rates – rate/price to be entered in words as well as figures)	

- SPECIAL NOTE: All documents/ annexures to be submitted should be uploaded in respective places in the E-Tender portal as per the list mentioned given in this NIT. BHEL shall not be responsible for in-complete documents.**

- 6.0 Void
- 7.0 Deviation with respect to tender clauses and additional clauses/suggestions in Techno-commercial bid / Price bid shall NOT 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).

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9.0 Assessment of Capacity of Bidders:

Bidder's capacity for executing the job under tender shall be assessed 'LOAD' wise and 'PERFORMANCE' wise as per the following:

- I. **LOAD:** Load takes into consideration **ALL** the contracts of the Bidder under execution with BHEL Regions, irrespective of whether they are similar to the tendered scope or not. The cut off month for reckoning 'Load' shall be the 3rd Month preceding the month corresponding to the 'latest date of bid submission', in the following manner -
(**Note:** For example, if latest bid submission is in Jan 2017, then the 'load' shall be calculated up to and inclusive of Oct 2016)

Total number of Packages in hand = Load (P)

Where 'P' is the sum of all unit wise identified packages (refer table-1) under execution with BHEL Regions as on the cut off month defined above, including packages yet to be commenced, excepting packages which are on Long Hold.

- II. **PERFORMANCE:** Here 'Monthly Performance' of the bidder for all the packages (under execution/ executed during the 'Period of Assessment' in all Power Sector Regions of BHEL) **SIMILAR** to the packages covered under the tendered scope, excepting packages not commenced shall be taken into consideration. The 'Period of Assessment' shall be 6 months preceding and including the cut off month. The cut off month for reckoning 'Period of Assessment' shall be the 3rd Month preceding the month corresponding to 'latest date of bid submission', in the following manner:

(**Note:** For example, if 'latest date of bid submission' is in Jan 2017, then the 'performance' shall be assessed for a 6 months' period up to and inclusive of Oct 2016 (i.e. from May 2016 to Oct 2016), for all the unit wise identified packages (refer Table I))

- i). **Calculation of Overall 'Performance Rating' for 'Similar Package/Packages' for the tendered scope under execution at Power Sector Regions for the 'Period of Assessment':**

This shall be obtained by summing up the 'Monthly Performance Evaluation' scores obtained by the bidder in all Regions for all the similar Package/packages', divided by the total number of Package months for which evaluation should have been done, as per procedure below:

- a) $P_1, P_2, P_3, P_4, P_5, \dots, P_N$ etc. be the packages (under execution/ executed during the 'Period of Assessment' in all Regions of BHEL) **SIMILAR** to the packages covered under the tendered scope, excepting packages not commenced. Total number of similar packages for all Regions = P_T (i.e. $P_T = P_1 + P_2 + P_3 + P_4 + \dots + P_N$)
- b) Number of Months ' T_1 ' for which 'Monthly Performance Evaluation' as per relevant formats, should have been done in the 'Period of Assessment' for the corresponding similar package P_1 . Similarly T_2 for package P_2 , T_3 for package P_3 , etc. for the tendered scope. Now calculate cumulative total months ' T_T ' for total similar Packages ' P_T ' for all Regions (i.e. $T_T = T_1 + T_2 + T_3 + T_4 + \dots + T_N$)
- c) Sum ' S_1 ' of 'Monthly Performance Evaluation' Scores ($S_{1-1}, S_{1-2}, S_{1-3}, S_{1-4}, S_{1-5}, \dots, S_{1-T_1}$) for similar package P_1 , for the 'period of assessment' ' T_1 ' (i.e. $S_1 = S_{1-1} + S_{1-2} + S_{1-3} + S_{1-4} + S_{1-5} + \dots + S_{1-T_1}$). Similarly, S_2 for package P_2 for period T_2 , S_3 for package P_3 for period T_3 etc. for the tendered scope for all Regions. Now calculate cumulative sum ' S_T ' of 'Monthly Performance Evaluation' Scores for total similar Packages ' P_T ' for all Regions (i.e. ' $S_T = S_1 + S_2 + S_3 + S_4 + S_5 + \dots + S_N$ ')

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- d) **Overall Performance Rating 'R_{BHEL}' for the Similar Package/Packages** (under execution/ executed during the 'Period of Assessment') in all the Power Sector Regions of BHEL

$$= \frac{\text{Aggregate of Performance scores for all similar packages in all the Regions}}{\text{Aggregate of months for each of the similar packages for which performance should have been evaluated in all the Regions}}$$

$$= \frac{S_T}{T_T}$$

- e) **Bidders to note that the risk of non-evaluation or non-availability of the 'Monthly Performance Evaluation' reports as per relevant formats is to be borne by the Bidder.**

- f) **Table showing methodology for calculating 'a', 'b' and 'c' above**

Sl. No.	Item Description	Details for all Regions							Total
(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)	(x)
1	Similar Packages for all Regions → (under execution/ executed during period of assessment)	P ₁	P ₂	P ₃	P ₄	P ₅	...	P _N	Total No. of similar packages for all Regions = P _T i.e. Sum (Σ) of columns (iii) to (ix)
2	Number of Months for which 'Monthly Performance Evaluation' as per relevant formats should have been done in the 'period of assessment' for corresponding Similar Packages (as in row 1)	T ₁	T ₂	T ₃	T ₄	T ₅	...	T _N	Sum (Σ) of columns (iii) to (ix) = T _T
3	Monthly performance scores for the corresponding period (as in Row 2)	S ₁₋₁ , S ₁₋₂ , S ₁₋₃ , S ₁₋₄ , ... S _{1-T1}	S ₂₋₁ , S ₂₋₂ , S ₂₋₃ , S ₂₋₄ , ... S _{2-T2}	S ₃₋₁ , S ₃₋₂ , S ₃₋₃ , S ₃₋₄ , ... S _{3-T3}	S ₄₋₁ , S ₄₋₂ , S ₄₋₃ , S ₄₋₄ , ... S _{4-T4}	S ₅₋₁ , S ₅₋₂ , S ₅₋₃ , S ₅₋₄ , ... S _{5-T5}	S _{N-1} , S _{N-2} , S _{N-3} , S _{N-4} , ... S _{N-TN}	-----

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Sl. No.	Item Description	Details for all Regions							Total
(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)	(x)
4	Sum of Monthly Performance scores of the corresponding Package for the corresponding period (as in row-3)	S ₁	S ₂	S ₃	S ₄	S ₅	...	S _N	Sum (Σ) of columns (iii) to (ix) = S _T

- ii). Calculation of Overall 'Performance Rating' (R_{BHEL}) in case at least 6 evaluation scores for 'similar Package/Packages' for the tendered scope ARE NOT AVAILABLE, during the 'Period of Assessment':

This shall be obtained by summing up the 'Monthly Performance Evaluation' scores obtained by the bidder in all Regions for ALL the packages, divided by the total number of Package months for which evaluation should have been done. ' R_{BHEL} ' shall be calculated subject to availability of 'performance scores' for at least 6 'package months' in the order of precedence below:

- 'Period of Assessment' i.e. 6 months preceding and including the cut-off month
- 12 months preceding and including the cut-off month
- 24 months preceding and including the cut-off month

In case, R_{BHEL} cannot be calculated as above, then Bidder shall be treated as 'NEW VENDOR'. Further eligibility and qualification of this bidder shall be as per definition of 'NEW VENDOR' described in 'Explanatory Notes'.

- iii). Factor "L" assigned based on Overall Performance Rating (R_{BHEL}) at Power Sector Regions:

Sl. no.	Overall Performance Rating (R_{BHEL})	Corresponding value of 'L'
1	=60	NA
2	> 60 and ≤ 65	0.4
3	> 65 and ≤ 70	0.35
4	> 70 and ≤ 75	0.25
5	> 75 and < 80	0.2
6	≥ 80	NA

III. 'Assessment of Capacity of Bidder':

'Assessment of Capacity of Bidder' is based on the Maximum number of packages for which a vendor is eligible, considering the performance scores of similar packages, as below:

Max number of packages $P_{Max} = (R_{BHEL} - 60)$ divided by corresponding value of 'L', i.e. $(R_{BHEL} - 60)/L$

Note:

- In case the value of P_{Max} results in a fraction, the value of P_{Max} is to be rounded off to next whole number
- For $R_{BHEL} = 60$, $P_{Max} = '1'$
- For $R_{BHEL} \geq 80$, there will be no upper limit on P_{Max}

The Bidder shall be considered 'Qualified' as per 'Assessment of Capacity of Bidder' for the subject Tender if $P \leq P_{Max}$

(Where P is calculated as per clause 'I' above)

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Note: For the transition period of 1 year (i.e. for all the NITs floated between 11th May 2019 to 10th May 2020), in addition to above, 'Assessment of Capacity of Bidder' shall also be calculated considering 'performance scores' till 36 months as per Sl. no II ii).

Higher of the results obtained out of both shall be considered for 'Assessment of Capacity of Bidder'.

IV. Explanatory note:

i). Similar package means Boiler or ESP or Piping or Turbine or Civil or Structure or Electrical or C&I etc. at the individual level irrespective of rating of Plant and irrespective of whether the subject tender is a single package or as part of combined/composite packages. Normally Boiler, ESP, Piping, Turbine, Electrical, C&I, Civil, Structure etc. is considered individual level of package. For example, in case the tendered scope is a Boiler Vertical Package comprising of Boiler, ESP and Power Cycle Piping (i.e. the 'identified packages as per Table-1 below), the 'PERFORMANCE' part against sl.no. II above, needs to be evaluated considering all the identified packages (i.e. Boiler, ESP and Power Cycle Piping) and finally the Bidder's capacity to execute the tendered scope is assessed in line with III above.

ii). Identified Packages (Unit wise)

Table-1

Civil	Electrical and C&I	Mechanical
i). Enabling works ii). Pile and Pile Caps iii). Civil Works including foundations iv). Structural Steel Fabrication & Erection v). Chimney vi). Cooling Tower vii). Others (Civil)	i). Electrical ii). C&I iii). Others (Elect. and C&I)	i). Boiler & Aux (All types including CW Piping if applicable) ii). Power Cycle Piping/Critical Piping iii). ESP iv). LP Piping v). Steam Turbine Generator set & Aux vi). Gas Turbine Generator set & Aux vii). Hydro Turbine Generator set & Aux viii). Turbo Blower (including Steam Turbine) ix). Material Management x). Others (Mechanical)

iii). Bidders who have not been evaluated for at least six package months in the last 24 months preceding and including the Cut-off month in the online BHEL system for contractor performance evaluation in BHEL PS Regions, shall be considered "NEW VENDOR".

A 'NEW VENDOR' shall be considered qualified subject to satisfying all other tender conditions.

A 'NEW VENDOR' if awarded a job (of package/packages identified under this clause) shall be tagged as "FIRST TIMER" on the date of first LOI from BHEL.

The "FIRST TIMER" tag shall remain till completion of all the contracts against which vendor has been tagged as First Timer or availability of 6 evaluation scores within last 24 months preceding and including the Cut-off month in the online BHEL system for contractor performance evaluation in BHEL PS Regions.

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A Bidder shall not be eligible for the next job as long as the Bidder is tagged as "FIRST TIMER" excepting for the Tenders which have been opened on or before the date of the bidder being tagged as 'FIRST TIMER'.

After removal of 'FIRST TIMER' tag, the Bidder shall be considered 'QUALIFIED' for the future tenders subject to satisfying all other tender conditions including 'Assessment of Capacity of Bidders'.

iv). Consequent upon applying the criteria of 'Assessment of Capacity of Bidders' detailed above on all the bidders qualified against Technical and Financial Qualification criteria, if the number of qualified bidders reduces to less than four, then for further processing of the Tender, BHEL at its discretion reserves the right to also consider the bidders who are "not qualified" as per criteria of 'Assessment of Capacity of Bidders' and for this, procedure described in following three options shall be followed:

- a) All the bidders having Overall Performance Rating ('R_{BHEL}') ≥ 60 shall be considered qualified against criteria of 'Assessment of Capacity of Bidders'.
- b) If even after using option "a", the number of qualified bidders remains less than four, then in addition to bidders considered as per option "a", "First timer" bidders having average of available performance scores ≥ 60 upto and including the Cut Off month shall also be considered qualified against criteria of 'Assessment of Capacity of Bidders'.
- c) If even after using option "a" and "b", the number of qualified bidders remains less than four, then in addition to bidders considered as per option "a" and "b", "First timer" bidders for whom no performance score is available in the system upto and including the Cut Off month, shall also be considered qualified against criteria of 'Assessment of Capacity of Bidders'.

Note:- In case, the number of bidders qualified against Technical and Financial Qualification criteria itself is less than four, then all bidders (a)- having Overall Performance Rating ('R_{BHEL}') ≥ 60 , (b)- "First timer" bidders having average of available performance scores ≥ 60 upto and including the Cut Off month, (c)- "First timer" bidders for whom no performance score is available in the system upto and including the Cut Off month, shall be considered qualified against criteria of 'Assessment of Capacity of Bidders' for further processing of tender.

- v). 'Under execution' shall mean works in progress as per the following:
- a. Up to execution of 90% of anticipated Contract Value in case of Civil, MM, Structural and Turbo Blower Packages
 - b. Up to Steam Blowing in case of Boiler/ESP/Piping Packages
 - c. Up to Synchronization in all Balance Packages

Note: BHEL at its discretion can extend (or reduce in exceptional cases in line with Contract conditions) the period defined against (a), (b) and (c) above, depending upon the balance scope of work to be completed.

vi). Contractor shall provide the latest contact details i.e. mail-ID and Correspondence Address to SCT Department, so that same can be entered in the Contractor Performance Evaluation System, and in case of any change/discrepancy same shall be informed immediately. Login Details for viewing scores in Contractor Performance Evaluation System shall be provided to the Contractor by SCT Department.

vii). Performance Evaluation for Activity Month shall be completed in Evaluation Month (i.e. month next to Activity Month) or in rare cases in Post Evaluation Month (i.e. month next to Evaluation Month) after approval from Competent Authority. In case scores are not acceptable, Contractor

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can submit Review Request to GM Site/ GM Project latest by 25th of Evaluation Month or 3 days after approval of score, whichever is later. However, acceptance/rejection of 'Review Request' solely depends on the discretion of GM Site/GM Project. After acceptance of Review Request, evaluation score shall be reviewed at site and the score after completion of review process shall be acceptable and binding on the contractor.

viii). Project on Hold due to reasons not attributable to bidder -

a. **Short hold:** Evaluation shall not be applicable for this period, however Loading will be considered.

b. **Long hold:** Short hold for continuous six months and beyond or hold on account of Force Majeure shall be considered as Long Hold. Evaluation as well as Loading shall not be considered for this period.

ix). Performance evaluation in CL 9 above is applicable to Prime bidder and Consortium partner (or Technical tie up partner) for their respective scope of work.

- 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, applicable wage structure, wage rules, 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.
- 11.0 For any clarification on the tender document, the bidder may seek the same in writing or through e-mail or **through E-tender Portal**, 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 of 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 **Digitally** 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 (1) above.**
- 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 satisfying the Pre-Qualification Criteria specified in this NIT as per Annexure-I (as applicable),

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past performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under HOLD.

~~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 authorized 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) unless specified otherwise.

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. For the tenders requiring services of Original supplier of equipment/services, offer is preferred from the OEM/Principal. However, if the OEM/Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/supplier in the same tender. Moreover, either the agent could bid on behalf of manufacturer / supplier or manufacturer / supplier could bid directly but not both. In case bids are received from both manufacturer / supplier and the agent, bid from agent shall be ignored.

22.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.

~~23.0 Consortium Bidding (or Technical Tie up) shall be allowed only if specified in Pre-Qualifying Requirement (PQR) criteria, and in such a case the following shall be complied with:~~

~~23.1 Prime Bidder and Consortium Partner or partners are required to enter into a consortium agreement with a validity period of six months initially. In case the consortium is awarded the contract, then the Consortium Agreement between the Prime Bidder and Consortium Partner or partners shall be extended till contractual completion period including extension periods if any applicable.~~

~~23.2 'Standalone' bidder cannot become a '**Prime Bidder**' or a '**Consortium bidder**' or '**Technical Tie up bidder**' in a consortium (or Technical Tie up) 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.~~

~~23.3 Number of partners for a consortium Bidding (or Technical Tie up) shall be as specified in the PQR.~~

~~23.4 Prime Bidder shall be as specified in the Pre-Qualification Requirement, else the bidder who has the major share of work.~~

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- 23.5 ~~In order to be qualified for the tender, Prime Bidder and Consortium partner or partners shall satisfy (i) the Technical 'Pre Qualifying Requirements' specified for the respective package, (ii) "Assessment of Capacity of Bidder" as specified in clause 9.0.~~
- 23.6 Prime Bidder shall comply with additional 'Technical' criteria of PQR as defined in 'Explanatory Notes for the PQR'.
- 23.7 Prime Bidder shall comply with all other Pre Qualifying criteria for the Tender unless otherwise specified.
- 23.8 In case customer approval is required, then Prime Bidder and Consortium Partner or partners shall have to be individually approved by Customer for being considered for the tender.
- 23.9 Prime Bidder shall be responsible for the overall execution of the contract.
- 23.10 In case of award of job, Performance shall be evaluated for Prime Bidder and Consortium Partner or partners for their respective scope of work(s) as per prescribed formats.
- 23.11 ~~In case the Consortium partner or partners back out, their SDs shall be encashed by BHEL. In such a case, other consortium partner or partners meeting the PQR have to be engaged by the Prime Bidder, and if not, the respective work will be withdrawn and executed on risk and cost basis of the Prime Bidder. The new consortium partner or partners shall submit fresh SDs as applicable.~~
- 23.12 ~~In case the prime Bidder withdraws, the whole contract shall be considered cancelled and short closed.~~
- 23.13 ~~After execution of work, the work experience shall be assigned to the Prime Bidder and the consortium partner or partners for their respective scope of work. After successful execution of two similar works with the same consortium partner or partners under direct orders of BHEL, the Prime Bidder shall be eligible for becoming a 'standalone' bidder for similar works, subject to certification from BHEL about the active involvement of the Prime Bidder for satisfactory execution of the works.~~
- 23.14 The consortium partner shall submit SD equivalent to 1% of the total contract value in addition to the SD to be submitted by the prime Bidder for the total contract value. In case there are two consortium partners, then each partner shall submit SD equivalent to 0.5% of the total contract value in addition to the SD to be submitted by the prime Bidder for the total contract value. The 100% SD value to be submitted by the consortium partner/(s) shall be remitted before start of work. All the terms & conditions of the SD clause in Vol-IC GCC shall be applicable for this SD except clauses no 1.10.1, 1.10.4 & 1.10.6 of Vol-IC GCC. For "**modes of deposit**" of this SD, clause no 1.10.3 of Vol-IC GCC shall be applicable.
- 23.15 ~~In case of a Technical Tie up, all the clauses applicable for the Consortium partner shall be applicable for the Technical Tie up partner also.~~
- 24.0 The bidder shall submit/upload documents in support of possession of 'Qualifying Requirements' duly self-certified and stamped by the authorized signatory (**through Digital Signature**), as per 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:

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- a. Amendments/Clarifications/Corrigenda/Errata etc issued in respect of the tender documents by BHEL
 - b. Notice Inviting Tender (NIT)
 - c. Price Bid-Volume-II
 - d. Technical Conditions of Contract (TCC)—Volume-1A
 - e. Special Conditions of Contract (SCC) —Volume-1B
 - f. General Conditions of Contract (GCC) —Volume-1C
 - g. Forms and Procedures —Volume-1D

It may please be noted that guidelines/rules in respect of suspension of business dealings', 'Vendor evaluation format', 'Quality, Safety & HSE guidelines', etc may undergo change from time to time and the latest one shall be followed.

For BHARAT HEAVY ELECTRICALS LTD

(Addl. General Manager - Purchase)

Enclosure

- 01. Annexure-1: Pre Qualifying criteria.
- 02. Annexure-2: Check List.
- 03. Annexure-3: Integrity Pact
- 04. Annexure-4: Important Information.
- ~~05. Annexure-5: MSE Annex.~~
- 06. Annexure-6: Declaration for Reverse Auction.
- 07. Annexure-7: Declaration for not being under Bankruptcy Code Proceedings.

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ANNEXURE - 1

PRE QUALIFYING CRITERIA

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JOB	CHP STRUCTURE ERECTION AT 3X800 MW PVUNL PATRATU, JHARKHAND		
S No	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Applicability	
A	Submission of Integrity Pact duly signed (if applicable) (Note: To be submitted by Prime Bidder & Consortium / Technical Tie up partner jointly in case Consortium bidding is permitted, otherwise by the sole bidder)	APPLICABLE	
B	<p><u>TECHNICAL PQR:</u></p> <p>Bidder shall essentially meet all the Qualifying Requirements (i.e. B.1 and B.2) as under, in the last seven years as on latest date of bid submission:</p> <p>B.1: Bidder should have Executed “<u>Piling or Civil or Structure or ‘Civil and Structural works’ or RCC Chimney or RCC Cooling Tower or RCC Silo or Mill Bunker or any combination of these works</u>” for any one of the following in the last seven years from latest date of bid submission:</p> <p>B.1.1) Executed One work of value not less than Rs. 2880.00 Lakhs against single work order.</p> <p style="text-align: center;">OR</p> <p>B.1.2) Executed Two works each of value not less than Rs. 1800.00 Lakhs against maximum two work orders.</p> <p style="text-align: center;">OR</p> <p>B.1.3) Executed Three works each of value not less than Rs. 1440.00 Lakhs against maximum three work orders.</p> <p style="text-align: center;">AND</p> <p>B.2: Bidder should have executed Structure Erection Work of at-least 7042 MT within a period of twelve consecutive months against one running/ completed contract.</p>	APPLICABLE	
C-1	<p><u>Financial TURNOVER</u></p> <p>Bidders must have achieved an average annual financial turnover (audited) of Rs. 1080.00 Lakhs or more over last three Financial Years (FY) i.e. 2016-17, 2017-18 & 2018-19.</p>	APPLICABLE	

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S No	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Applicability	
C-2	<u>NETWORTH</u> (only in case of Companies) Net worth of the Bidder based on the latest Audited Accounts as furnished for 'C-1' above should be positive.	APPLICABLE	
C-3	<u>PROFIT</u> Bidder must have earned profit in any one of the three Financial Years as applicable in the last three Financial Years as furnished for 'C-1' above.	APPLICABLE	
C-4	Bidder must not be under Bankruptcy Code Proceedings (IBC) by NCLT or under Liquidation / BIFR, which will render him ineligible for participation in this tender, and shall submit undertaking to this effect. (Refer Annexure-7 of NIT for format).	APPLICABLE	
D	Assessment of Capacity of Bidder to execute the work as per sl no 9 of NIT (if applicable) The "Assessment of Capacity of Bidders" for this Tender shall be carried out by considering the identified similar package.	APPLICABLE	BY BHEL
E	Approval of Customer (if applicable) Note: Names of bidders (including consortium/Technical Tie up partners in case consortium bidding is permitted) who stand qualified after compliance of criteria A to D shall be forwarded to customer for their approval	APPLICABLE	BY BHEL
F	Price Bid Opening Note: Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria A to E		BY BHEL
G	Consortium tie-ups	NOT APPLICABLE	
<u>Explanatory Notes for the PQR (unless otherwise specified in the PQR):</u>			
<u>Explanatory Notes for PQR B.1 (Technical)</u>			
<p>1. For the criteria (B.1), actual executed value shall be considered.</p> <p>2. Value of work is to be updated with indices for "All India Avg. Consumer Price index for industrial workers" and "Monthly Whole Sale Price Index for All Commodities" with base month as per last month of work execution and indexed up to three (3) months prior to the month of latest due date of bid submission as per following formula-</p> $P = R + \left\{ 0.425 \times R \times \frac{(X_N - X_0)}{X_0} \right\} + \left\{ 0.425 \times R \times \frac{(Y_N - Y_0)}{Y_0} \right\}$ <p>Where P = Updated value of work R = Value of executed work</p>			

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S No	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Applicability	
	<p>X_N = All India Avg. Consumer Price index for industrial workers for three months prior to the month of latest due date of bid submission (e.g. If latest bid submission date is 02-Mar-17, then bid submission month shall be reckoned as March'17 and index for Dec'16 shall be considered).</p> <p>X_0 = All India Avg. Consumer Price index for industrial workers for last month of work execution.</p> <p>Y_N = Monthly Whole Sale Price Index for All Commodities for the month, three months prior to the month of latest due date of bid submission (e.g. If latest bid submission date is 02-Mar-17, then bid submission month shall be reckoned as March'17 and index for Dec'16 shall be considered).</p> <p>Y_0 = Monthly Whole Sale Price Index for All Commodities for last month of work execution.</p> <p><u>Explanatory Notes for PQR B.2 (Technical):</u></p> <p>3. Unless otherwise specified, for the purpose of "B.2 Technical Criteria", the word 'EXECUTED' means achievement of milestones as defined below –</p> <p>a) "ACHIEVEMENT OF PHYSICAL QUANTITIES" as per PQRs.</p> <p>b) "READINESS FOR COAL FILLING" in respect of Mill Bunker.</p> <p>c) "CHARGING" in respect of Power Transformers / Bus Ducts / "HT/LT Switchgears" / "HT / LT Cabling".</p> <p>d) For C&I works: "SYNCHRONISATION" in case of power project and "WORK COMPLETION of the value as defined in PQR" in case of industry.</p> <p>e) "BOILER LIGHT UP" in respect of Boiler / CFBC / ESP.</p> <p>f) "GAS IN" in respect of HRSG.</p> <p>g) "STEAM BLOWING COMPLETION" in respect of Power Cycle Piping.</p> <p>h) "HYDRAULIC TEST" of the system in respect of Pressure parts / LP Piping / CW Piping.</p> <p>i) "FULL LOAD OPERATION OF THE UNIT" in respect of Insulation work.</p> <p>j) "SYNCHRONISATION" in respect of STG / GTG.</p> <p>k) "SPINNING" in respect of HTG.</p> <p>l) "COMPLETION AND HANDING OVER FOR MECHANICAL ERECTION" in respect of STG Deck and Machine/Equipment foundation.</p> <p>4. Boiler means HRSG or WHRB or any other types of Steam Generator.</p> <p>5. Power Cycle piping means Main Steam, Hot Reheat, Cold Reheat, HP Bypass.</p> <p>6. For the purpose of evaluation of the PQR, one MW shall be considered equivalent to 3.5 TPH where ever rating of HRSG/BOILER is mentioned in MW. Similarly, wherever rating of Gas Turbine is mentioned in terms of Frame size, ISO rating of the same in terms of MW shall be considered for evaluation.</p> <p>7. Scope for Capital overhaul of STG shall cover Bearing Inspection work and overhauling of all cylinders of the Turbine.</p> <p>8. In case the tendered scope is not a Pulverized Fuel Boiler, experience of Oil/Gas Fired Boilers can also be considered.</p> <p>9. In case of lower rated units in Cogen, Combined Cycle of Industrial projects (especially Refinery projects), the packaging philosophy should be a composite package consisting of GTGs/STGs/Boilers etc. for tendering purpose with a PQR of a 500 MW Boiler with consortium provision for STG.</p> <p><u>Explanatory Notes for PQR -C (Financial):</u></p> <p>10. Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated against C-1 above.</p>		

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S No	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Applicability	
11.	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.		
12.	If financial statements are not required to be audited statutorily, then instead of audited financial statements, financial statements are required to be certified by Chartered Accountant.		
13.	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. (*: Share Capital OR Partnership Capital OR Proprietor Capital as the case may be)		
14.	C-3: Bidder must have earned profit in any one of the three financial years as applicable in the last three financial years as furnished for 'C-1' above. Note: PROFIT shall be PBT earned during any one year of last three financial years as in 'C-1' above.		
<u>Common Explanatory Notes:</u>			
1.	For evaluation of PQR, the credentials of the Bidder alone, and not that of the Group Company shall be considered.		
2.	Completion date for achievement of the technical criteria specified in the Common QR should be in the last 7 years ending on the 'latest date of Bid Submission' of Tender irrespective of date of the start of work.		
3.	"Executed" means the bidder should have achieved the criteria specified in the Common QR even if the Contract has not been completed or closed.		
4.	In case the Experience/PO/WO certificate enclosed by bidders do not have separate break up of prices for the E&C portion for Electrical and C&I works (i.e. the certificates enclosed are for composite order for supply and erection of Electrical and C&I and other works if any), then value of Erection & Commissioning for the Electrical and C&I portion shall be considered as 15% of the price for supply & erection of Electrical and C&I.		
5.	Following shall be complied with in case of consortium:		
a.	The Prime Bidder and Consortium Partner(s) are required to enter in to a consortium agreement with a validity period of "six months" initially. Thereafter, the Prime Bidder and Consortium Partner(s) shall certify to BHEL regarding existence and validity of their consortium agreement on six monthly basis.		
b.	Prime Bidder and Consortium partners shall be approved by Customer for being considered for the tender (applicable if customer approval is required).		
c.	Number of partners including prime Bidder shall be NOT more than 2 (Two).		
d.	Prime Bidder alone shall necessarily comply with "B1 Technical Criteria" except for mechanical package where B1 criteria is not applicable.		
e.	Prime Bidder and Consortium Partner shall together comply with the 'Pre-Qualification Requirements' specified for the respective category of technical requirement as per "technical criteria".		
f.	Prime Bidder shall comply with all other Pre-Qualifying criteria for the Tender unless otherwise specified.		
g.	All other conditions shall be read in conjunction with clause no 23.0 of NIT.		
h.	Prime Bidder shall be the Bidder who has a major share of work.		
i.	Prime Bidder shall be responsible for the overall execution of the Contract.		
j.	Performance shall be evaluated for Prime Bidder and the Consortium partner for their respective scope of work.		

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S No	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Applicability	
	k. In case the Consortium partner backs out, another consortium partner meeting the QRs, has to be engaged by Prime Bidder and if not, the respective work will be withdrawn and executed on risk and cost basis of the prime bidder.		
	l. In case Prime Bidder withdraws, the whole contract shall be considered cancelled and short closed.		
	m. After successful execution of one work with a consortium partner under direct orders of BHEL, the Prime Bidder shall be eligible for becoming a 'standalone' bidder for works similar to that for which consortium partner was engaged, for subsequent tenders.		
	n. The Consortium partner shall submit SD equivalent to 1% of the total contract value in addition to the SD to be submitted by the Prime Bidder for the total contract value.		

BIDDER SHALL SUBMIT CREDENTIALS (DETAILED WORK ORDER, BOQ, ONGOING/COMPLETION CERTIFICATE, **TDS CERTIFICATES AND FINANCIAL DOCUMENTS ETC) BASED ON WHICH BIDDER IS CLAIMING TO SATISFY THE PQ CRITERIAS.**

Note:

- Credentials submitted by the bidder against "PRE QUALIFYING CRITERIAS" shall be verified for its authenticity. In case, any credential (s) is/are found unauthentic, offer of the bidder is liable to the rejection. BHEL reserves the right to initiate any further action as per its internal guidelines.**
- No consortium bid is allowed for this Tender. However, for the purpose of qualification, after successful execution of one work with a consortium partner under direct order of BHEL, the Prime Bidder shall be eligible for becoming a 'standalone' bidder for works similar to that for which consortium partner was engaged, for subsequent tenders.**

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Bidder's Response against BHEL TECHNICAL PQR (WHICHEVER IS APPLICABLE)				
PQR No	Pre-Qualifying Requirement	Ref of Detailed Work Order, Name of the Work based on which bidder is claiming PQR	Ref of Completion Certificate and TDS Certificates based on which bidder is claiming PQR	Remarks, if Any
B	Bidder shall essentially meet all the Qualifying Requirements (i.e. B.1, B.2, B.3 and B.4) as under, in the last seven years as on latest date of bid submission:			
B.1	<p>Bidder should have Executed <u>"Piling or Civil or Structure or 'Civil and Structural works' or RCC Chimney or RCC Cooling Tower or RCC Silo or Mill Bunker or any combination of these works"</u> for any one of the following in the last seven years from latest date of bid submission:</p> <p style="margin-left: 40px;">B.1.1) Executed One work of value not less than Rs. 2880.00 Lakhs against single work order.</p> <p style="text-align: center; margin-left: 100px;">OR</p> <p style="margin-left: 40px;">B.1.2) Executed Two works each of value not less than Rs. 1800.00 Lakhs against maximum two work orders.</p> <p style="text-align: center; margin-left: 100px;">OR</p> <p style="margin-left: 40px;">B.1.3) Executed Three works each of value not less than Rs. 1440.00 Lakhs against maximum three work orders.</p>			
B.2	Bidder should have executed Structure Erection Work of at-least 7042 MT within a period of twelve consecutive months against one running/ completed contract.			
<p>NOTE:</p> <ol style="list-style-type: none"> 1. BIDDERS MUST CLEARLY INDICATE IN THE TABLE ABOVE, HOW THEY ARE SATISFYING TECHNICAL PQR ALONG WITH THE REFERENCE OF THE SUPPORTING DOCUMENTS. 2. BHEL WILL NOT CONSIDER ANY OTHER DOCUMENT OTHER THAN THOSE SPECIFIED BY THE BIDDERS IN THE TABLE ABOVE FOR EVALUATION OF TECHNICAL PQR. BIDDER MAY ATTACH SEPERATE SHEET IF NECESSARY. 				

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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.a	Details of Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
3.b	Details of alternate Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
4	EMD DETAILS	DD No: Date : Bank : Amount: <u>Please tick (✓) whichever applicable:-</u> ONE TIME EMD / ONLY FOR THIS TENDER	
5	Validity of Offer	TO BE VALID FOR SIX MONTHS FROM DUE DATE	
		APPLICABILITY (BY BHEL)	ENCLOSED BY BIDDER
6	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/ Not Applicable	YES / NO
7	Audited profit and Loss Account for the last three years	Applicable/ Not Applicable	YES/NO
8	Copy of PAN Card	Applicable/ Not Applicable	YES/NO
9	Whether all pages of the Tender documents including annexures, appendices etc. are read understood and signed	Applicable/ Not Applicable	YES/NO
10	Integrity Pact	Applicable/ Not Applicable	YES/NO
11	Declaration by Authorized Signatory	Applicable/ Not Applicable	YES/NO
12	No Deviation Certificate	Applicable/ Not Applicable	YES/NO
13	Declaration for Reverse Auction by Bidder	Applicable/ Not Applicable	YES/NO

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14	Declaration confirming knowledge about Site Conditions	Applicable/ Not Applicable	YES/NO
15	Declaration for relation in BHEL	Applicable/ Not Applicable	YES/NO
16	Non-Disclosure Certificate	Applicable/ Not Applicable	YES/NO
17	Bank Account Details for E-Payment	Applicable/ Not Applicable	YES/NO
18	Capacity Evaluation of Bidder for current Tender	Applicable/ Not Applicable	YES/NO
19	Tie Ups/Consortium Agreement are submitted as per format	Applicable/ Not Applicable	YES/ NO
20	Power of Attorney for Submission of Tender/Signing Contract Agreement Power of Attorney of Consortium Partner.	Applicable/ Not Applicable	YES/NO
21	Analysis of Unit rates	Applicable/ Not Applicable	YES/NO

NOTE: STRIKE OFF 'YES' OR 'NO', AS APPLICABLE. TENDER NOT ACCOMPANIED BY THE PRESCRIBED **ABOVE APPLICABLE DOCUMENTS** ARE LIABLE TO BE SUMMARILY REJECTED.

DATE :

AUTHORISED SIGNATORY

(With Name, Designation and Company seal)

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ANNEXURE-3

INTEGRITY PACT

Between

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House" Siri Fort, New Delhi – 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context of meaning hereof shall include its successors or assigns of the ONE PART

And

_____, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for

_____. The Principal values full compliance with all relevant laws of the land, rules and regulations and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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Section 2 – Commitments of the Bidder(s)/ Contractor(s)

- 2.1** The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- 2.1.1** the Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 2.1.2** The bidder(s)/ Contractors(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3** The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4** Foreign Bidders (s)/ Contractor(s) shall disclose the name and address of agents and representative in India and India Bidder(s)/Contractor(s) to disclose their foreign principals or associates. The Bidders (s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2** The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and execution from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors" framed by the Principal.

Section 4 – Compensation for Damages

- 4.1** If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 4.2** If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher.

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Section 5 – Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on his subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 – Equal treatment of all Bidders/ Contractors/ Sub-Contractors

- 6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors.
- 6.2 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section -7 Criminal Charges against violating Bidders/ Contractors/ Sub-contractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Sub-contractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section – 8 Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractors(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sib-contractor(s) with confidentiality in line with Non-disclosure agreement.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meeting could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.

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- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.9 IEM should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organization.
- 8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code/Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.
- 8.12 The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

- 9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidder 6 months after the contract has been awarded. Issues like warranty / guarantee etc. should be outside the purview of IEMs.
- 9.2 If any claim is made/ lodged during currency of IP, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 – Other Provisions

- 10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.
- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3 If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 10.4 Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

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10.5 Only those Bidders/ Contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On Behalf of the Principal

(Office Seal)

For & On Behalf of the Bidder/ Contractor

(Office Seal).

Place -----

Date-----

Witness: _____

(Name & Address) _____

Witness: _____

(Name & Address) _____

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ANNEXURE-4

IMPORTANT INFORMATION

E -Tender for this work is invited by BHEL PSWR NAGPUR and offer shall be submitted through BHEL e-procurement portal only. All correspondences regarding this tender shall be through E-procurement portal.

Postal Address:

AGM /Purchase BHEL PSWR,
SRIMOHINI COMPLEX, 345 KINGSWAY, NAGPUR 440001, INDIA

Following are the concerned BHEL officials to whom bidders can contact in case of any difficulty:

AGM Purchase, Email: prchiwarkar@bhel.in. Ph: +91 – 712 – 3048 - 633

Dy Manager Purchase, Email: nktiwari@bhel.in, Ph: +91 – 712 – 3048 – 713

Sr Engineer Purchase, Email: svm@bhel.in, Ph: +91 – 712 – 3048 – 715

Asst. Engineer Purchase, Email: bajinath@bhel.in , Ph: +91 – 712 – 3048 - 652

- 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. Refer Chapter XII of Volume IB Special Conditions of Contract regarding Suspension of Business Dealings: The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' has now been uploaded on www.bhel.com on "supplier registration page" at the following link: http://www.bhel.com/vender_registration/pdf/Suspension_guidelines_adbridged.pdf**
- 3. The offers of the bidders who are under suspension as also the offers 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.**

3.0 Integrity commitment, performance of the contract and punitive action thereof:

3.1. Commitment by BHEL:

BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

3.2. Commitment by Bidder/ Supplier/ Contractor:

3.2.1. The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

3.2.2. The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in

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connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

3.2.3. The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on www.bhel.com and/or under applicable legal provisions”.

4. **“Pradhan Mantri Kaushal Vikas Yojna:** The contractor shall, at all stages of work deploy skilled/semi-skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute/Industrial Training Institute/ National Institute of Construction Management and Research (NICMAR), National Academy of Construction, CIDC or any similar reputed and recognized Institute managed/ certified by State/ Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/semi-skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer-in-Charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer-in-Charge. Failure on the part of contractor to obtain approval of Engineer-in-Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate of Rs.100 per such tradesman per day. Decision of Engineer-in-Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding”.
5. **All Statutory Requirements as applicable for this project shall be complied with.**
6. **BHEL Fraud Prevention Policy:** “The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.”
7. **Following clause shall form part of the HSE documents issued under Chapter IX of Volume IB ‘Special Conditions of Contract’**

“In case of any financial deduction made by Customer for lapses of safety other than what is provided elsewhere in the contract, the same shall be charged on back-to-back basis on the defaulting contractor without prejudice to any other right spelt anywhere in the tender /contract”
8. **Please take note of following Revised Tender Clauses:**
 - Notice Inviting Tender: Sl No 4 and corresponding Changes in GCC Clause No 1.9 regarding EMD
 - General conditions of Contract: Clause 1.10, 2.13, 1.15.11, Clause No. 2.7.2, Clause No. 2.7.3, Clause No 2.7.10 (New), Clause No 2.28.5 (New), Clause No 2.21.

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9. Following Notes are added to Form F- 15 of Volume I D 'Forms & procedures'

- i. It is only indicative and shall be as per the online format issued by BHEL time to time.
- ii. No request will be entertained after specified date of the current month w.r.t the changes requested in the scores of immediate previous month.

10. OVER RUN COMPENSATION

Over Run Compensation Clause no. 2.12 of Vol I C GCC **shall not be Applicable** for this contract.

11. Start of Period for "Performance Guarantee for Workmanship" as per clause no 2.24 of Vol-IC GCC:

This period shall commence after the completion of Contract Period as certified by Engineer-in-Charge.

12. Delay in 1st submission of SDBG/ PBBG: SDBG/ PBG is to be furnished by the vendor before start of work. No payment will be released till SDBG/PBG is submitted by the vendor.

However if requested by the vendor, cash recovery equivalent to SDBG/ PBG value to be made from the running bills submitted by the vendor. In such case, recovery of interest calculated @SBI PLR +2% on amount equivalent to SDBG/ PBG value to be made for the gap period (difference between date of start of work and date of submission of BG/ cash recovery).

13. Compensation in case of Death/ Permanent Incapacitation of Person: BHEL shall recover the amount of compensation paid to victim (s) by BHEL towards loss of life/ permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employee as detailed below:

- a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.
- b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/ operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works/ during working at BHEL Units/ Offices/ townships and premises/ Project sites.
- c) Compensation in respect of each of the victims:
 - (i) In the event of death or **permanent disability** resulting from **Loss of both limbs**: Rs 10,00,000/- (**Rs Ten Lakh**)
 - (ii) In the event of **other permanent disability**: Rs 7,00,000/- (**Rs Seven Lakh**)
- d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2(I) of the Employee's Compensation Act, 1923.

14. The clause 2.7.9.1 below is added under the heading "Rights of BHEL" of General Conditions of Contract Volume-IC GCC.

2.7.9.1 Provision of Penalty in case of slippage of Intermediate Milestones:

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- i) Two major Intermediate Milestones are mentioned as M1 & M2 in Chapter VI: Time Schedule of Vol IA Technical Conditions of Contract.
- ii) In case of slippage of these identified Intermediate Milestones, Delay Analysis shall be carried out on achievement of each of these two Intermediate Milestones in reference to Form 14.
- iii) In case delay in achieving M1 Milestone is solely attributable to the contractor, 0.5% per week of Executable Contract Value*, limited to maximum 2% of Executable Contract Value, will be withheld.
- iv) In case delay in achieving M2 Milestone is solely attributable to the contractor, 0.5% per week of Executable Contract Value*, limited to maximum 3% of Executable Contract Value, will be withheld.
- v) Amount already withheld, if any against slippage of M1 milestone, shall be released only if there is no delay attributable to contractor in achievement of M2 Milestone.
- vi) Amount required to be withheld on account of slippage of identified intermediate milestone(s) shall be withheld out of respective milestone payment and balance amount (if any) shall be withheld @10% of RA Bill amount from subsequent RA bills.
- vii) Final deduction towards LD (if applicable as per clause 2.7.9 above), on account of delay attributable to contractor shall be based on final delay analysis on completion / closure of contract. Withheld amount, if any due to slippage of identified intermediate milestone(s) shall be adjusted against LD or released as the case may be.
- viii) In case of termination of contract due to any reason attributable to contractor before completion of work, the amount already withheld against slippage of intermediate milestones shall not be released and be converted into recovery.

* **Executable Contract Value** - Value of work for which inputs/ fronts were made available to contractor and were scheduled for execution till the date of achievement of that milestone.

15. Amended Quantity Variation Sub Clause no. 2.14.1 of Clause no. 2.14 of Vol-IC GCC:

"The quantities given in the contract are tentative and may change to any extent (both in plus side and minus side). The quoted rates for individual items shall remain firm irrespective of any variations in the individual quantities. No compensation becomes payable in case the variation of the final executed contract value is within the limit of Minus (-) 30% of awarded contract value."

Note: Sub clause no. 2.14.2 of Clause no. 2.14 shall be applicable as per Vol-IC-GCC.

16. Acceptance of Bank Guarantee (BG)

Revision in Acceptance of Bank Guarantee (BG) Clause no. 1.10.3 (iii) of Vol I C GCC:

Clause No. 1.10.3 (iii) of Vol IC GCC is revised as below: -

"Bank Guarantee issued by:

- a. Any of the BHEL consortium bank listed below:

State Bank of India
ABN Amro Bank N.V.
Bank of Baroda
Canara Bank
Citi Bank N.A.
Corporation Bank
Deutsche Bank

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.....
HDFC Bank Ltd.
The Hongkong and Shanghai Banking Corporation Ltd
ICICI Bank Ltd.
IDBI Ltd.
Punjab National Bank
Standard Chartered Bank
State Bank of Travancore
State Bank of Hyderabad
Syndicate Bank

- b. Any public sector Bank (other than consortium banks) with a clause in the text of Bank Guarantee that **"It is enforceable at Nagpur, Maharashtra"**.
- c. Any private sector banks, with a clause in the text of Bank Guarantee that **"It is enforceable by being presented at any branch of the bank"**.

Note: "Bank Guarantees issued by Co-operative Banks are not acceptable".

17. Broad Terms & Conditions of Reverse Auction

In continuation to Clause 19.0 of NIT (Notice Inviting Tender) following are the broad terms and conditions of Reverse Auction for which Declaration Proforma by bidder has been given in Annexure VI of NIT:

BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. **The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.**

If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and

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will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

As a reminder to the bidders, system will flash following message (in RED color) during the course of 'online sealed bid':

"Bidders to submit online sealed bid less than or equal to their envelope sealed bid already submitted to BHEL"

Note:- In case the tender is an e-tender and bids are submitted on e-procurement portal of BHEL → <https://bhel.abcpocure.com>, the term 'envelope sealed bid' to be read as "price bid in e-procurement portal".

- 18. MSE Vendors:** MSE bidders kindly to take note that EMD (Earnest Money Deposit) shall be furnished by MSE bidders as well, as per the amount and procedure indicated in the NIT/GCC.

Micro & Small Enterprises (MSE) is exempted from Payment of Tender Fees (as in Sl No 1 viii of NIT) and Earnest Money deposit (EMD) (as in Sl No 1 vii of NIT), if Applicable.

To avail this benefit, participating MSEs should be registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or Udyog Aadhaar Memorandum or any other body specified by Ministry of Micro Small and Medium Enterprises.

MSE bidders can avail the above benefit only if they submit along with the offer, copies of either Udyog Aadhaar Memorandum or EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with copy of a CA certificate (format enclosed at Annexure- 5 where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (part 1 in case of two part bid). Non submission of said documents will lead to consideration of their bid at par with other bidders in terms of EMD. No benefit shall be applicable for this enquiry, if any deficiency in the above required documents is not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal.

19. PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) CLAUSE:

"For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/ PO/ WO against this NIT.

In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable."

20. Integrity Pact:

- (a) IP is a tool to ensure that activities and transactions between the company and its Bidder/Contractors are handled in a fair, transparent and corruption free manner.

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Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

SI	IEM	Email
1	Shri Arun Chandra Verma, IPS (Retd.)	acverma1@gmail.com
2	Shri Virendra Bahadur Singh, IPS (Retd.)	vbsinghips@gmail.com

- (b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in bidding. In other words, entering into this pact would be a preliminary qualification.
- (c) Please refer section-8 of the IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the IEM(s). All correspondence with the IEMs shall be done through email only.

Note:

No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification /issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below:

Details of contact person (s):

Name: (1) P R Chiwarkar/ AGM (Purchase)

(2) Neeraj Tiwari/ Dy Manager (Purchase)

Dept.: Purchase Department

Address: Shreemohini Complex, 345 Kingsway, Nagpur-440001

Phone: (LL/ Mobile) (1) 0712-3048633

(2) 0712-3048713

Email: prchiwarkar@bhel.in

(2) nktiwari@bhel.in

Fax: 0712-3048699

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ANNEXURE-5

MSE ANNEX

Certificate by Chartered Accountant on letter head

This is to Certify that M/s _____, (hereinafter referred to as 'company') having its registered office at _____ is registered under MSMED Act 2006, (Entrepreneur Memorandum No _____ (Part-II) _____ dtd: _____,

Category: _____ (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year _____ as per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (Le. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006:-

Rs _____ Lakhs

2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:

Rs _____ Lakhs

The above investment of Rs _____ Lakhs is within permissible limit of Rs _____ Lakhs for _____ Micro / Small (Strike off which is not applicable) Category under MSMED Act 2006.

OR

The company has been graduated from its original category (Micro/ Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is..... (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:
(Signature)

Name—

Membership number—

Seal of Chartered Accountant

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

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ANNEXURE-6

Declaration for Reverse Auction

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Declaration for Participation in Reverse Auction (RA)

Ref: NIT/Tender Specification No: BHE/PW/PUR/NTPRT-CHP-STRUCTURE/2267

We declare that we will participate in Reverse Auction (RA) if BHEL decides for that instead of opening the sealed envelope/ E-Procurement Portal Price Bid, submitted by us. We have read all the guidelines of reverse auction available in tender enquiry as well as on www.bhel.com portal. We also declare that during reverse auction:

- ❖ We will submit online sealed bid less than or equal to of our envelope sealed/ E-Procurement Portal price bid already submitted to BHEL along with the offer.

We also declare to submit the “Process Compliance Form” (to the designated service provider) as well as “Online Sealed Bid” in the Reverse Auction, in case BHEL decides to go for that.

Yours Faithfully,

(Signature, Date & Seal of Authorized
Representative of the Bidder)

Date:

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ANNEXURE-7

UNDERTAKING

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Declaration for not being under Bankruptcy Code Proceedings (IBC) by NCLT or under Liquidation / BIFR

Ref: NIT/Tender Specification No: BHE/PW/PUR/NTPRT-CHP-STRUCTURE/2267

We, _____ declare that we are not under Bankruptcy Code Proceedings (IBC) by NCLT or under Liquidation / BIFR, which will render us ineligible for participation in this tender.

Yours Faithfully,

(Signature, Date & Seal of Authorized
Representative of the Bidder)

Date:

2267

TECHNICAL CONDITIONS OF CONTRACT (TCC)

BHARAT HEAVY ELECTRICALS LIMITED



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2	Scope of Works	Chapter-II
3	Facilities in the scope of Contractor/BHEL (Scope Matrix)	Chapter-III
----	Annexure-2 Approved list of welding electrodes supplier	Annexure-2 (attached separately)
4	T&Ps and MMEs to be deployed by Contractor	Chapter-IV
----	Annexure-1- BHEL Crane Hire Charges	Annexure-1 (attached separately)
5	T&Ps and MMEs to be deployed by BHEL on sharing basis	Chapter-V
6	Time Schedule	Chapter-VI
7	Payment Terms	Chapter-VII
8	Taxes and other Duties	Chapter-VIII
9	Void	Chapter-IX
10	General	Chapter-X
11	Work Progress	Chapter-XI
12	Foundation & Grouting	Chapter-XII
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16	Painting	Chapter-XVI
17	Bill of Quantities and % Weightage of Individual Items	Chapter-XVII

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - I: PROJECT INFORMATION

1. Project Information

Project Name: 3x800 MW Patratu Vidut Utpadan Nigam Ltd. (PVUNL) Patratu STPP The proposed site is located near Patratu town in Ramgarh district of Jharkhand.
The latitudes and longitudes of the site are as follows:

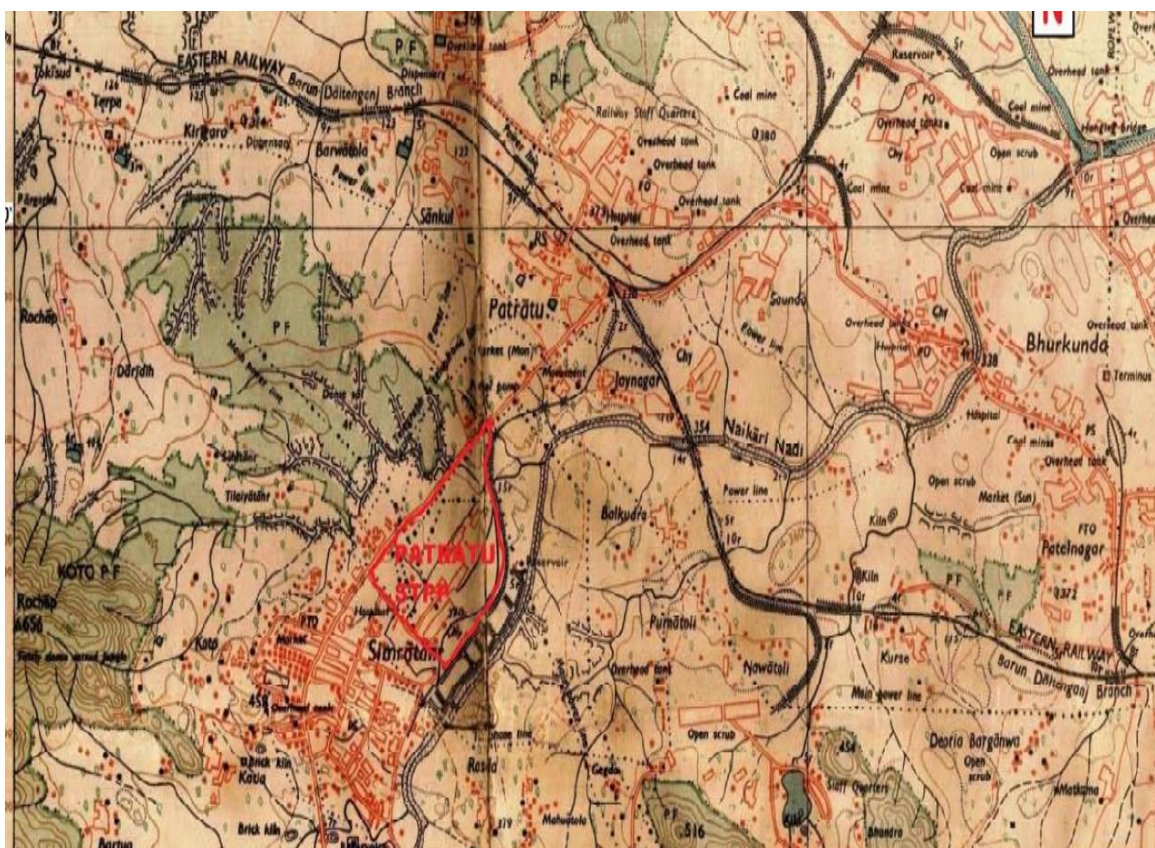
1	Project Name		3x800 MW Patratu Vidut Utpadan Nigam Ltd. (PVUNL) Patratu STPP
2	Plant Site Location		Near Patratu town in Ramgarh district of Jharkhand
3	Location Co-ordinate		Main Plant & Township:
3.1	Corner name	Latitude	Longitude
3.2	Top Corner	23° 39 ' 00" N	85° 17' 51.5" E
3.3	Bottom Corner	23° 38 ' 12.5" N	85° 17' 27" E
3.4	Left Corner	23° 38 ' 22.5" N	85° 17' 10.6" E
3.5	Right Corner	23° 38 ' 40" N	85° 17' 57" E
4	Nearest Town/City		Patratu -03Kms Ramgarh- 30Kms Ranchi - 37Kms
5	Nearest Railway Station		Patrat-4Kms
6	Nearest Airport		Ranchi-45Kms
7	Nearest Seaport		Kolkata-424Kms
8	Nearest Road Access		Ranchi Patratu Ramgarh Rd
9	Site Elevation		377M above MSL
10	Ambient Temperature		-
10.1	Mean of Daily Maximum Temperature		40°C (During May)
10.2	Mean of Daily Minimum Temperature		10.7°C (During December)
10.3	Wet Bulb Temperature		27°C (Maximum)

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - I: PROJECT INFORMATION

11	Annual Rainfall	311 mm average annually
12	Wind Speed	0 to 39 Km/Hr
13	Wind Direction	East North East to West South West
14	Seismic Zone	Zone III as per IS:1893

The vicinity map of the project is shown below



The Bidder shall visit site and get acquainted himself with the conditions prevailing at site before submission of the bid. The information's given here in under are for general guidance and shall not be contractually binding on BHEL/ Owner. All relevant site data's/information's as may be necessary shall have to be obtained/ collected by the Bidder.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: Scope of Works and Technical Specifications

2.1 The scope of work shall comprise but not limited to the following: (All the works mentioned hereunder shall be carried out within the accepted rate unless otherwise specified.)

The scope of works covers Structural steel works (i.e. Pre Assembly, Erection, alignment, Bolting and touch-up painting other allied works) of Coal Handling Plant Steel structure and Associates structure of (except for structure mentioned in exclusion) of 3 x 800MW Patratu TPS as mentioned below. Scope of work includes supply of all Material (As per TCC and BOQ), Consumables, labour, tools and plants. BHEL shall provide structural steel/pre-fabricated structures as per TCC for incorporation in the permanent works as free supply. The scope of work is indicative but not limited to the given below.

SCOPE OF WORK

Sl. No.	STRUCTURE/BUILDINGS
1	Track Hopper-1
2	Track Hopper-2
3	Wagon Tippler-1
4	Wagon Tippler-2
5	Crusher House
6	TP-3
7	TP-4
8	TP-5
9	TP-6
10	TP-7
11	TP-8
12	TP-9
13	CONV. 3A/B
14	CONV. 4A/B
15	CONV. 5A/B
16	CONV. 6A/B
17	CONV. 7A/B
18	CONV. 10A/B
19	DSPH-A
20	DSPH-B

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: Scope of Works and Technical Specifications

Sl. No.	STRUCTURE/BUILDINGS
21	DOZZER SHED
22	CABLE RACK

Structure fabricated at shop shall be supplied by the BHEL for erection at site. Primarily all structure steel shall have bolted connection. The major scope of erection (Items as per BOQ) shall consist of erection of bolted structure supplied by BHEL in pre-fabricated condition. It may be noted by the agency that quality plan of bolted structure will be highly stringent. Quality plan for structural work will be issued during execution stage upon approval from customer.

Note: The above provided list is indicative only for the bidder's guideline. Any other building / structure not mentioned above, but required for completion of the project in total, deemed to have been included in the bidder scope under this contract. Such work will be executed under this contract by bidder as per the direction of Engineer in charge. If any item of work not available in the rate schedule of this contract, the rate will be fixed in line with clause 2.15.7 of GCC.

Structural steel/pre-fabricated structure as per TCC and BOQ for structural works shall be provided by BHEL free of cost.

- 2.1.1 The works to be performed under this contract consist of providing all labour, supervision, material, scaffolding, construction equipment's, tools and plants, temporary works, supplies including POL, transportation and all incidental items not shown or specified but reasonably implied or necessary for the proper completion of work in all respects. Testing of all materials etc. are included on the rates of items of work. Works shall be carried out only with approved structural erection drawings.
 - 2.1.2 All the work areas shall be adequately flood lighted to the satisfaction of the Engineer-in-Charge when the work is in progress during the night shifts.
 - 2.1.3 The unit rates shall include all material equipment, fixtures, labour construction plant, temporary works and everything whether of permanent or temporary nature necessary for the completion of job in all respects.
 - 2.1.4 The unit rates for various items of B.O.Q shall include all the stipulations mentioned in technical specifications and nothing extra over B.O.Q rates shall be payable.
 - 2.1.5 The bidder should fully apprise himself of the prevailing conditions at the proposed site, climatic conditions including monsoon pattern, local conditions, soil strata and site specific parameters and shall include for all such conditions and contingent measures in the bid, including those which may have not been specifically brought out in the specifications.
- 2.2 The work to be carried out at quoted / accepted rates by the Contractor under the scope of these specifications covers the complete work of handling, loading and transporting of materials from project stores sheds / storage yards to site of erection or preassembly yard and

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: Scope of Works and Technical Specifications

unloading at pre-assembly area/erection site, checking, cleaning chipping and levelling of foundations, providing packers and shims/pre-assembling of equipments at the preassembly yard, inspection, minor rectification, preservation, erection, levelling, and other adjustments, cutting, edge / surface preparation, welding, grinding, wherever needed, application of touch up Painting (as and where required).

- 2.3** The quantities indicated in the tender specification are approximate and are liable for variation at the discretion of BHEL.
- 2.4** Supervisors / Engineers, consumables etc., required for the scope of work shall be provided by the contractor. All the expenditure including taxes and incidentals in this connection will have to be borne by him unless otherwise specified in the relevant clause. The contractor's quoted rates should be inclusive of all such contingencies.
- 2.5** It shall be specially noted that the contractor's labour and staff may have to work round the clock to meet the completion schedules / plans, which may involve payment of considerable overtime. The contractor's quoted rates should be inclusive of all such contingencies.
- 2.6** The work shall conform to dimensions and tolerances given in various drawings and quality manuals provided by BHEL. If any portion of work is found to be defective in workmanship not conforming to drawings or other stipulations, the contractor shall dismantle and redo the work duly replacing the defective materials at his cost, failing which the job will be carried out by BHEL by engaging other agencies / departmentally and recoveries will be effected from contractor's bill towards expenditure incurred including BHEL's overhead charges.
- 2.7** The work covered under this specification is of highly sophisticated nature requiring the best quality of workmanship, engineering and construction management. The contractor should ensure timely completion of the work. The contractor must have the adequate quantity of tools, construction aids, equipments, etc., in this possession. He must also on his rolls adequate trained, qualified and experienced supervisory staff and skilled personnel.
- 2.8** Contractor has to work in close co-ordination with other erection agency at site. BHEL engineer will co-ordinate area clearance. In a project of such magnitude, it is possible that the area clearance may be less/more at a particular given time. Activities and erection program have to be planned in such a way that the milestone events are achieved as per schedule/ plans. Contractor shall arrange & augment the resources accordingly.
- 2.9** No member of the already erected structure/ platform, pipes, grills, platform, other component should be cut without specific approval of BHEL engineer.
- 2.10** BHEL will try to supply shop fabricated structure at erection at site, in the case of space constraint material will be stored in open storage yard which is located within the plant boundary and nearby (Approx. upto 4-5 KM) of the plant premises in 2-3 locations. ODC consignments will be unloaded near to erection site as per the space availability. Transportation of material from storage yard to erection site shall be done by contractor at his own cost.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: Scope of Works and Technical Specifications

- 2.11** Painting: The scope of work shall also include touch-up painting including supply of paint material (as and where required) for all the components under the scope of work as per specification. Joint measurement sheet for touch up paint shall be endorsed by PVUNL and BHEL before start of work. If finish coat of paint damaged during material handling, erection or due to temporary support welding in main structures, repair/repainting will be in the scope agency without any additional cost.
- 2.12** Erection, alignment, welding, bolting, and touch-up painting as applicable for structures (supplied from BHEL units) of CHP structures, Supply and installation of items as per Chapter-XVII BOQ for CHP structural works in etc.
- 2.13** Where ever the Supply & Erection together is covered in the scope of bidder necessary approvals from BHEL / PVUNL shall be taken by bidder for the design, inspection procedure & vendor. List of items for which such approvals required will be frozen during execution of the contract.

NOTE: 1. Contractor shall procure and supply the items to PVUNL project Patrattu site as per the BOQ for structural works from BHEL / PVUNL approved vendors, meeting the specification, Drawings and instructions of the Engineer.

Bidders may fix up their site visit in consultation with below mentioned contact person:

Sh B. Majhi/ Construction Manager, BHEL Site Office 3x800 MW PVUNL Patrattu STPS Email: bmajhi@bhel.in Ph no: +91-9427506341	Sh Gopal Tiwary/ Dy. Manager (PMX) PSWR Nagpur Email: gopalt@bhel.in Ph no: +91-9881718378
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TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – III: Facilities in the scope of Contractor/BHEL

(Scope Matrix)

Sl. No	Description PART I	Scope / to be taken care by		Remarks
		BHEL	Bidder	
3.1	ESTABLISHMENT			
3.1.1	FOR CONSTRUCTION PURPOSE:			
a	Open space for office (as per availability)	Yes		Location will be finalized after joint survey with owner
b	Open space for storage (as per availability)	Yes		Location will be finalized after joint survey with owner
c	Construction of bidder's office, canteen and storage building including supply of materials and other services		Yes	
d	Bidder's all office equipments, office / store / canteen consumables		Yes	
e	Canteen facilities for the bidder's staff, supervisors and engineers etc		Yes	
f	Fire fighting equipments like buckets, extinguishers etc		Yes	
g	Fencing of storage area, office, canteen etc of the bidder		Yes	
3.1.2	FOR LIVING PURPOSES OF THE BIDDER			
a	Open space for labour colony (as per availability)		Yes	Agency has to make his own arrangement at his own cost.
b	Labour Colony with internal roads, sanitation, complying with statutory requirements		Yes	
3.2	ELECTRICITY			
3.2.1	Electricity For construction purposes only of Voltage 415/440 V, 3 phase, 50Hz (Chargeable Basis)	Yes		At Single point, Bidder to make it own arrangement of distribution of electricity at its own cost.
a	Single point source	Yes		At a distance of 500 M from site (Distance is only tentative, it may vary upto any extent depending on site condition)

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – III: Facilities in the scope of Contractor/BHEL

(Scope Matrix)

Sl. No	Description PART I	Scope / to be taken care by		Remarks
		BHEL	Bidder	
b	Further distribution including all materials, Energy Meter, Protection devices and its service		Yes	
c	Duties and deposits including statutory clearances if applicable		Yes	
3.2.2	Electricity for the office, stores, canteen etc of the bidder			Agency has to make his own arrangement at his own cost.
a	Single point source		Yes	
b	Further distribution including all materials, Energy Meter, Protection devices and its service		Yes	
c	Duties and deposits including statutory clearances if applicable		Yes	
3.2.3	Electricity for living accommodation of the bidder's staff, engineers, supervisors etc		Yes	Agency has to make his own arrangement at his own cost.
a	Single point source		Yes	
b	Further distribution including all materials, Energy Meter, Protection devices and its service		Yes	
c	Duties and deposits including statutory clearances if applicable		Yes	
3.3	WATER SUPPLY			
3.3.1	For construction purposes: (single point source provided by BHEL)			
a	Making the water available from single point	Yes		Chargeable basis
b	Further distribution as per the requirement of work including supply of materials and execution		Yes	Agency has to make his own arrangement at his own cost.
3.3.2	Water supply for bidder's office, stores, canteen etc.			
a	Making the water available at single point		Yes	
b	Further distribution as per the requirement of work including supply of materials and execution		Yes	
3.3.3	<u>Water supply for Living Purpose</u>			
a	Making the water available at single point		Yes	

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – III: Facilities in the scope of Contractor/BHEL

(Scope Matrix)

Sl. No	Description PART I	Scope / to be taken care by		Remarks
		BHEL	Bidder	
b	Further distribution as per the requirement of work including supply of materials and execution		Yes	
3.4	LIGHTING			
a	For construction work (supply of all the necessary materials) 1. At office/storage area 2. At the preassembly area 3. At the construction site /area		Yes	
b	For construction work (execution of the lighting work/ arrangements) 1. At office/storage area 2. At the preassembly area 3 At the construction site /area		Yes	
c	Providing the necessary consumables like bulbs, switches, etc during the course of project work		Yes	
d	Lighting for the living purposes of the bidder at the colony / quarters		Yes	
3.5	COMMUNICATION FACILITIES FOR SITE OPERATIONS OF THE BIDDER			
a	Telephone, fax, internet, intranet, e-mail etc.		Yes	
3.6	COMPRESSED AIR wherever required for the work		YES	
a	Supply of Compressor and all other equipments required for compressor & compressed air system including pipes, valves, storage systems etc		Yes	
b	Installation of above system and operation & maintenance of the same		Yes	
c	Supply of the all the consumables for the above system during the contract period		Yes	
3.7	Demobilization of all the above facilities		Yes	
3.8	TRANSPORTATION			

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – III: Facilities in the scope of Contractor/BHEL

(Scope Matrix)

Sl. No	Description PART I	Scope / to be taken care by		Remarks
		BHEL	Bidder	
a	For site personnel of the bidder		Yes	
b	For bidder's equipments and consumables (T&P, Consumables etc)		Yes	

Sl. No	Description PART II	Scope / to be taken care by		Remarks
		BHEL	Bidder	
	3.9 ERECTION FACILITIES			
3.9.1	Engineering works for construction:	Yes		
a	Providing the erection drawings for all the equipments covered under this scope	Yes		
b	Drawings for construction methods	Yes	Yes	In consultation with BHEL
c	As-built drawings – where ever deviations observed and executed and also based on the decisions taken at site- example – routing of small bore pipes		Yes	In consultation with BHEL
d	Shipping lists etc for reference and planning the activities	Yes		In consultation with BHEL
e	Preparation of site erection schedules and other input requirements		Yes	In consultation with BHEL
f	Review of performance and revision of site erection schedules in order to achieve the end dates and other commitments	Yes	Yes	In consultation with BHEL
g	Weekly erection schedules based on SL No. e		Yes	In consultation with BHEL
h	Daily erection / work plan based on SL No. g		Yes	In consultation with BHEL
i	Periodic visit of the senior official of the bidder to site to review the progress so that works are completed as per schedule. It is suggested this review by the senior official of the bidder should be done once in every two months.		Yes	
j	Preparation of preassembly bay		Yes	

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – III: Facilities in the scope of Contractor/BHEL

(Scope Matrix)

Sl. No	Description PART II 3.9 ERECTION FACILITIES	Scope / to be taken care by		Remarks
		BHEL	Bidder	
k	Laying of racks for gantry crane if provided by BHEL or brought by the contractor/bidder himself		Yes	Not Applicable
L	Arranging the materials required for preassembly		Yes	

3.10 Construction Power (Chargeable):

- 3.10.1 The construction power (415V) will be provided at a single point for construction purpose only on chargeable basis at the applicable rate of PVUNL prevailing during the execution period. Further distribution is to be arranged by the bidder at his cost. Construction power shall be provided from the nearest Substation / tapping point.
- 3.10.2 Any duty, deposit involved in getting the Electricity shall be borne by the bidder. As regards to contractor's office shed also, all such expenditure shall be borne by the contractor.
- 3.10.3 Provision of distribution of electrical power from the given single central common point to the required places with proper distribution boards, approved cables and cable laying including supply of all materials like cables, switch boards, pipes etc., observing the safety rules laid down by electrical authority of the State / BHEL / their customer with appropriate statutory requirements shall be the responsibility of the tenderer / contractor.
- 3.10.4 BHEL is not responsible for any loss or damage to the contractor's equipment as a result of variations in voltage / frequency or interruptions in power supply.
- 3.10.5 Necessary "Capacitor Banks" to improve the Power factor to a minimum of 0.8 shall be provided by the contractor at his cost. Penalty if any levied by customer on this account will be recovered from contractor's bills.
- 3.10.6 The PVUNL tariff and tax may vary from time to time. The required Energy meter for measuring the consumption shall be provided and installed by the contractor. Any dispute regarding consumption, the BHEL engineer's decision shall be final & binding to the contractor. The contractor shall make his own arrangement for further distribution with necessary isolator/LCB etc.
- 3.10.7 The required energy meter for measuring power consumption shall be arranged by the contractor and taken care by the contractor.
- 3.10.8 Contractor has to make his own arrangements for his electricity requirement for his labour colony at his cost.

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Chapter – III: Facilities in the scope of Contractor/BHEL

(Scope Matrix)

- 3.10.9 As there are bound to be interruptions in regular power supply, power cut/load shedding in any construction sites, contractor should make his own arrangement for alternative source of power supply through deployment of adequate number of DG sets at their cost during the power breakdown /failure to get urgent and important work to go on without interruptions. No separate payment shall be made for this contingency

3.11 Construction Water (Chargeable)

- 3.11.1 Water (Raw water) required for construction purposes will be provided at one single point within the plant area on chargeable basis. The required water meter for measuring the consumption shall be provided and installed by the contractor. The required pumps & accessories, pipes for drawing water from the points and further distribution will be arranged by the contractor at their cost.

- 3.11.2 The water charges may vary from time to time as per PVUNL water conditions, Any dispute regarding consumption, the BHEL engineer decision will be final. In case of non-availability of water, the contractor shall make his own arrangements of water suitable for construction to have uninterrupted work. No separate payment shall be made for any contingency arrangement made by contractor, due to delay / failure for providing water supply. Contractor has to make his own arrangements for his water requirement for his labour colony at his cost.

- 3.11.3 In case of non-availability of water, the contractor shall make his own arrangements of **water suitable for construction purpose** to have uninterrupted work. No separate payment shall be made for any contingency arrangement made by contractor, due to delay / failure for providing water supply. Contractor has to make his own arrangements for his water requirement for his labour colony at his cost.

3.12 DRINKING WATER

Bidder shall provide drinking water at the work spot at their cost.

3.13 CONSUMABLES:

- 3.13.1 All consumables, like gas, electrodes, chemicals, lubricants etc. required for the scope of work, shall be arranged by the contractor at his cost unless otherwise specifically mentioned in the contract.
- 3.13.2 In the event of failure of contractor to bring necessary and sufficient consumables, BHEL may arrange for the same at the risk and cost of the contractor. The entire cost towards this along with overhead shall be paid by the contractor or deducted from the contractor's bills.

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3.14 LIGHTING FACILITY:

Adequate lighting facilities such as flood lamps, hand lamps and area lighting shall be arranged by the contractor at the site of construction, pre assembly yard and contractor's material storage area etc. at his cost.

3.15 GASES:

3.15.1 All the required gases like Oxygen / Acetylene / argon required for work shall be supplied by the Contractor at his cost. It shall be the responsibility of the contractor to plan the activities and store sufficient quantity of these gases. Non availability of gases cannot be considered as reason for not attaining the required progress. BHEL reserves the right to reject the use of any gas in case required purity is not maintained.

3.15.2 The contractor shall submit weekly / fortnightly / monthly statement report regarding consumption of all consumables for cost analysis purposes.

3.15.3 The contractor shall ensure safe keeping of the inflammable cylinder at a separate place away from normal habit with proper security etc.

3.15.4 BHEL reserves the right to reject the use of any gas in case required purity is not maintained.

3.16 ELECTRODES SUPPLY AND STORAGE

3.16.1 The bidder shall use the BHEL / Customer approved quality welding electrodes only.

3.16.2 It shall be the responsibility of the contractor to obtain prior approval of BHEL, before procurement, regarding suppliers, type of electrodes etc. On receipt of the electrodes at site, it shall be subject to inspection and approval by BHEL. The contractor shall inform BHEL details regarding type of electrodes, batch number and date of expiry etc.

3.16.3 Shortage of any of the electrodes or the equivalent suggested by BHEL shall not be quoted as reason for deficiency in progress or for additional rate.

3.16.4 All low hydrogen electrodes shall be baked / dried in the electrode drying oven (range 375 deg. C - 425 deg. C) to the temperature and period specified by the BHEL Engineer before they are used in erection work and each welder should be provided with one portable electrode drying oven at the work spot. Electrode drying oven and portable drying ovens shall be provided by contractor at his cost.

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(Scope Matrix)

3.16.5 In case of improper arrangement of procurement of above electrodes BHEL reserves the right to procure the same from any source and recover the cost from the contractor's first subsequent bills at market value plus departmental charges of BHEL communicated from time to time. Postponement of such recovery is not permitted.

3.16.6 BHEL reserves the right to reject the use of any electrodes at any stage, if found defective because of bad quality, improper storage, date expiry, unapproved type of electrodes etc. It shall be the responsibility of the contractor to replace at his cost without loss of time.

3.17 OTHER FACILITIES

3.17.1 Adequate water less urinals shall be arranged by the contractor within quoted rates, at site of construction at different areas, with proper disposal arrangement.

3.17.2 Vendors have to comply requirements of HSE & Statutory requirement in line with BHEL HSE plan, NTPC Safety requirement, Jharkhand/Central statutory requirement.

3.17.3 Agencies are to get registered (to take membership) from Safety Council of India, Mumbai/National Safety Council.

3.17.4 Vendors have to arrange labour rest sheds, drinking water facility, toilets, canteen facility as per local labour act/BOCW act. Maintaining hygiene and disposal of debris, scraps, canteen items and area cleaning is included in vendor's scope.

3.17.5 Agency has to arrange trained scaffolding experts with accreditation from statutory agencies with proper experience and they will issue fitness certificates for safe use. Such kind of qualified scaffolding experts will vary as per job requirement. At the same time, training has to be given by these experts at regular intervals for their own workers for increasing no. of experts.

3.17.6 Agencies HSE officers should have sufficient experience as per rule 209 of Bocw act central rule 1998. Agencies HSE officers will be part of BHEL HSE Team and they will be responsible for giving training on HSE issues in addition to normal field works and other normal site requirements.

3.17.7 Preparation of method statement, HIRA, Job Safety analysis, permit to work, Lifting plans, and all supporting documents as required for starting & continuation of work/job is in vendor's scope.

3.17.8 **Hydras are not allowed for materials transport, only pick and carry cranes shall be deployed by the agency.**

3.17.9 First aid centre will be maintained by BHEL and cost will be proportionately recovered from vendors.

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3.17.10 Vendor has to arrange land within his quoted rate for making labour colony. Vendors labour colony has to be maintained with proper hygiene, drinking water, bathroom water, lighting arrangement, sewerage system. These facilities are to be regularly maintained including drains, surrounding, up keepment of labour colony. BHEL/NTPC & local statutory authorities will visit labour colony from time to time and all healthy conditions are to be maintained by vendor.

3.17.11 Scaffolding pipes, clamps, safety nets, floor grills for working platforms are to be made of good quality with proper certifications as per IS Codes.

3.18 DEWATERING:

Contractor shall ensure at all times that the work area & approach/ access roads are free from accumulation of water, so that the materials are safe and the erection/ progress schedule are not affected. No separate claim in this regard shall be admitted by BHEL.

3.19 SITE ORGANISATION

3.19.1 The contractor shall provide adequate staffing in the following areas in addition to the staffing requirements of execution as instructed/informed by BHEL:

- i. Overall planning, monitoring & control.
- ii. Quality control and quality assurance.
- iii. Materials management.
- iv. Safety, fire & security.
- v. Industrial relations and fulfilment of labour laws and other statutory obligations.

3.19.2 The contractor shall maintain a site organization of adequate strength in respect of manpower, construction machinery and other implements at all times for smooth execution of the contract. This organization shall be reinforced from time to time, as required to make up for slippage from the schedule without any commercial implication to BHEL. The site organization shall be headed by a competent construction manager having sufficient authority to take decisions at site.

3.19.3 The contractor should also submit to BHEL for approval a list of construction equipment, erection tools, tackle etc. prior to commencement of site activities. These tools & tackles shall not be removed from site without written permission of BHEL.

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Chapter – IV: T&Ps AND MME TO BE DEPLOYED BY CONTRACTOR

4.1 The following minimum major Tools & Plants (T&P) shall be arranged by the Contractor for execution of items mentioned in BOQ chapter-XVII of Technical Conditions of Contract of this tender within the quoted rate.

SN	DESCRIPTION	CAPACITY (MINIMUM)	MINIMUM QUANTITY	REMARKS
1	Crawler Crane	150 MT	01 Nos.	Crane to be made available at site from the start of CHP structure erection work till site requirement
2	Crawler Crane	100 MT	01 Nos.	<ul style="list-style-type: none"> Crane to be made available at site from the start of CHP structure erection work till site requirement.
2	Crawler Crane	75/80 MT	01 Nos.	<ul style="list-style-type: none"> Crane to be made available at site from the start of CHP structure erection work till site requirement.
4	Tyre mounted mobile crane/pick & carry crane	18/20 MT	04 Nos.	Initial deployment As per Site requirement in consultation with BHEL
6	Trailer 40 to 60 feet	25-30 MT	02 Nos	Initial deployment As per Site requirement in consultation with BHEL. if additional Trailer required agency has to mobilised the same without any additional cost.
7	Calibrated Power driven HSFG bolt tightening machines		06 Nos	As per Site requirements,
8	Torque tightening machine		06 Nos	02 nos of capacity of 30 Dia HSFG bolt tightening.
9	Sufficient quantity of steel ladders for approach up to the top of each erected column to be required during erection of columns.			As per work requirement at site
10	Man lift crane of Minimum 150 feet reach		01 Nos	As per requirement
11	Tig welding set	As required	As required	As per requirement.
12	Oxy Acetelyne Gas cutting Machine		Adequate nos.	

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – IV: T&Ps AND MME TO BE DEPLOYED BY CONTRACTOR

SN	DESCRIPTION	CAPACITY (MINIMUM)	MINIMUM QUANTITY	REMARKS
13	DC arc welding machine		As required.	
14	3-phase distribution board with complete set up for drawl of construction power	As required	As required	
15	Power cable for drawl of construction power	As required	As required	
16	Theodolite of required accuracy	To ensure verticality of structural columns.	01 Nos.	Required Since CHP Erection start.
17	Self-drilling cum tapping machine for screws of CHP roof & Cladding sheets	As required	6 nos. (As required)	
18	Welding rectifiers (electrical)		As required	Since CHP erection start
19	Chain pulley blocks of various & Suitable capacities		As Required (as per the instructions of BHEL Engineer)	Since CHP erection start
20	Baking oven with thermostat and temperature gauge for welding electrodes	As required	(As per Required)	Since CHP erection start
21	Holding oven with thermostat and temperature gauge for welding electrodes	As required	(As per Required)	Since CHP erection start
22	Portable oven for welding electrodes	As required	(As per Requirement)	Since CHP erection start
23	Electric winch	3 MT ton capacity	As per requirement	
24	Electric winch	5 MT ton capacity	As per requirement	
25	Hand winch	0.5 ton capacity	3 nos	

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – IV: T&Ps AND MME TO BE DEPLOYED BY CONTRACTOR

SN	DESCRIPTION	CAPACITY (MINIMUM)	MINIMUM QUANTITY	REMARKS
26	Scaffolding materials with clamps.	Suitable for working at various heights	As required	For Alignment, welding & Insulation works
27	Profile making m/c	For aluminium sheet cladding work	as required	
28	Portable grinding m/c	As required	as required	Since CHP structure erection start
29	Portable drilling m/c	As required	as required	Since CHP structure erection start
30	Hoisting and pulley devices/pulleys	Assorted capacities	As required	Since CHP erection start
31	Fire retardant tarpaulins	As required	As required	Since CHP erection start
32	Fire extinguisher	As required	as required	
33	Hydraulic Jacks	10 / 20 / 50 / 100 MT	as required	
34	Dewatering pumps(Electrical & Diesel engine operated)		as required	
35	Various sizes of clamps/ fixtures for assembling		as required	
36	Magnetic particle testing equipment- DRY & WET Type		as required	
37	Elcometer for paint thickness checking		as required	
38	Hand Operated Megger 500 / 1000 V		as required	
39	Tong Tester 10, 20 Or 50 Amp + / - 3 % Accuracy		as required	
40	Digital and Analogue Multimetres		as required	

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – IV: T&Ps AND MME TO BE DEPLOYED BY CONTRACTOR

SN	DESCRIPTION	CAPACITY (MINIMUM)	MINIMUM QUANTITY	REMARKS
41	Special Slings for Erection of Ceiling Beams & other heavy components		as required	Since CHP erection start
42	Concrete Blocks		As required	For making bed of steel structure for checking dimensional accuracy, configuration and minor rectification.
43	Wooden sleeper 1.5 Mtr length	Since beginning	As required	For material storage at site.
44	Painting equipment sets complete with compressor, hopper, screen, blasting hose pipe, nozzle airless / conventional spray (within CGI temporary cover shed)			As per site requirements, (As described in chapter –XVI
45	List of suggestive safety Equipments/PPEs to be included in List of minimum T&P:			
46	Safety Net (Conforming IS 11057:1984) Safety Net (Net Size: 10m x 5m, Mesh Size: 25 mm, Mesh Rope: 2mm double cord, Border/Tie Cord: 12mm diameter polypropylene rope (tested as per IS: 5175).Two metres length shall be provided at all four corners.		Min-50 Nos	
47	Fall Arrester 'Rope grab fall arrester' & anchorage line. Anchorage Line: 14mm- 16 mm diameter, three strand twisted Polyamide rope. Rope Grab fall arrester: Openable & Guided type Fall Arrestor (on flexible line) conforming EN 353-2 & works on 14-16 mm diameter polyamide rope. material: Nickel Chrome plated Steel Connector: Karbiner conforming to EN 362 (Minimum Strength 22 KN),		Min. 50 nos. of Rope Grab Fall arrester' and Karbiner each. Min 50 nos. anchorage line, 30 metre long each, 30 nos. anchorage	

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – IV: T&Ps AND MME TO BE DEPLOYED BY CONTRACTOR

SN	DESCRIPTION	CAPACITY (MINIMUM)	MINIMUM QUANTITY	REMARKS
	material: Steel		line, 40 metre long each	
48	Horizontal life line Stainless Steel Wire rope of 8mm diameter. Minimum six nos. of steel U-bolt clips are required for clamping each wire rope to a rigid support (03 nos. of U-bolt clips at each end).		Min 40 nos. of wire rope, each 40 metre long Min 90 nos. of wire rope, each 25 metre long.	Min 40 nos. of wire rope, each 40 metre long Min 90 nos. of wire rope, each 25 metre long.
49	Ladders on column The minimum design live load on metallic ladder shall be a single concentrated load of 100 kilo grams. All rungs shall have a minimum diameter of 1.90 centimeters, and minimum clear length of rungs shall be 40.6 centimeters. The distance between rungs shall not exceed 30.5 centimeters. Each ladder shall have maximum height of 9.0 metre. The ladder shall have proper fastenings for attaching it to a column using positive means such as bolt, weld or other type of fasteners.		As per requirement	Cumulative length of ladders is 700 metres
50	Suspended working platform Size : 7mX1mX0.5m, Rated load 800 kg to 1000 Kg,		01 No	Prior to start of sheeting works.

4.2 MEASURING AND MONITORING DEVICES (MMD):

As per requirement to be finalized at site, shall meet the requirements as per field quality plan and other erection, testing related activities.

NOTE:

- All above T&Ps are to be deployed by contractor as and when required as per instruction of BHEL engineer. If works gets delayed due to non-availability of above T&Ps, BHEL reserves the right to deploy the same and recover the charges thereof from the contractor as per prevailing market rate/hiring rate/BHEL internal hiring rates, as the case may be, + Applicable overhead rates.**
- This above list of T&Ps is only indicative and neither exhaustive nor limiting. Quantities indicated above are only the minimum required. Contractor shall deploy all necessary T&P to meet the schedules & as prescribed by BHEL engineer and required for completion of work.
- Depending upon the nature of work and availability of facilities locally, contractor may have to arrange for a temporary workshop for facilitating uninterrupted progress of work.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – IV: T&Ps AND MME TO BE DEPLOYED BY CONTRACTOR

4. Necessary electrical / water / air connection required for operation of any of the tools & tackles shall be to Contractor's account.
5. Contractor has to submit the Calibration certificates of all the precision Equipement to BHEL. BHEL may ask for recalibration of the MMEs /precision equipments for ensuring quality of work. Contractor must reascertain/ recheck range and accuracy of each IMTE from BHEL Engineer well in advance before arranging calibration/ deployment.
6. Any T&Ps, Cranes, Slings, D-shackles and other lifting tackles, Trailers required for shifting of material from store to site shall be arranged by contractor over and above T&Ps/ crane provided by BHEL.
7. T&P and the mobilization shown in the above mentioned list is suggestive requirement considering parallel working in CHP structural area. Mobilization schedule as mutually agreed at site for major T&Ps, have to be adhered to. Numbers / time of requirement will be reviewed time to time at site and contractor will provide required T&P / equipments to ensure completion of entire work within schedule / target date of completion without any additional financial implication to BHEL. Vendor will give advance intimation & certification regarding capacity etc. prior to dispatch of heavy equipments. Also on completion of the respective activity, demobilization of T&P in total or in part can be done with the due approval of engineer in charge. Retaining of the T&Ps during the contract period will be mutually agreed in line with construction requirement.
8. In the event of need of change of type of any of major T&Ps, approval shall be taken from BHEL Engineer in-charge prior to mobilization. The decision of Number of T&P required due to replacing the enlisted T&P as per above table, shall be taken after analyzing the production capacity and suitability of both the T&Ps.
9. Crane operators deployed by the contractor shall be tested by BHEL before they are allowed to operate the cranes.
10. The above list is only indicative and these T&Ps may not be required for entire contract period but contractor shall ensure the availability of the T&Ps as per work requirement and T&P Deployment schedule. T&P Deployment schedule shall be finalized at site in consultation with BHEL Engineer based on the work fronts/work requirement. BHEL decision shall be final and binding regarding the T&P deployment schedule. Contractor shall mobilize / maintain the T&P's as per the deployment schedule notified time to time by BHEL Engineer.
11. APR- Contractor has to deploy T&P, MMD, IMTE as per requirement of site and as decided by BHEL Engineer.
12. Any additional item required in addition to above mentioned T&P for proper execution of scope of work, contractor has to arrange such T&P within quoted rate on the instruction of BHEL in writing in a reasonable period within two weeks from the written instruction from BHEL.
13. T&P's mentioned above shall be specifically deploy as per the respective packages. However, as per work requirement and availability of T&Ps the inter use in Material Handling and Mechanical works may be permitted as per the instruction of the BHEL Engineer.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – IV: T&Ps AND MME TO BE DEPLOYED BY CONTRACTOR

14. If the work related to T & Ps mentioned above is completed then, BHEL can release that T & P during contract period / extended period if any. However, written permission shall be taken by contractor from BHEL construction Manager for releasing the T&P.
15. In case of any specific requirement of higher capacity crane apart from the vendors scope shall be provide by the BHEL on sharing basis & free of charge.
16. The T&P deployment as specified in above table is only indicative, however the contractor has to ensure the availability of required T&P till completion of all the work under his scope in this tender.
17. In the eventuality of contractor not deploying cranes / abnormal down time of cranes in his scope during the period specified above, and BHEL arranges for the same [either BHEL's own cranes / hired cranes], prevailing BHEL Corporate Crane hire charges (may vary from time to time) shall be recovered from the contractor's running bills. Corresponding pages of Corporate Crane hire charges are enclosed as part of VOL I as File titled "Annexure 1- BHEL Crane Hire Charges". (Please note that these charges are as valid up to May 31, 2021 and may get revised further).
18. For loading and transportation, all necessary T&P such as Trailers, Cranes, Winches, welding generators, slings, jacks, sleepers, rails etc., are to be arranged by the contractor.
19. The contractor has to furnish a list of Tools and plants including cranes / tractors / trailers / trucks etc. which he has proposed to deploy for this work.
20. The contractor shall arrange crane operator, diesel, petrol and other consumables required for the tools and plants, equipments etc. Preventive and routine maintenance of T & P are also to be arranged by the contractor at his cost without any delay. Required number of experienced mechanics and helpers for routine maintenance of the above cranes shall be provided by the contractor within his quoted rate.

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Chapter – V: T&Ps AND MME TO BE DEPLOYED BY BHEL ON SHARING BASIS

5.1 LIST OF T&P TO BE PROVIDED BY BHEL FREE OF HIRE CHARGES ON SHARING BASIS:

SL NO	DESCRIPTION & CAPACITY OF T&P	QUANTITY	REMARKS
1	Cranes of Capacity above 150 MT.	As decided by BHEL	All cranes (except Contractor scope) required for mentioned work will be arranged by BHEL as per requirement.

- 5.2 All the T&Ps mentioned in clause 5.1 above shall be given to contractor on sharable basis and the allotment is made by BHEL on need basis.
- 5.3 Contractor shall transport from BHEL stores, install, operate, carry out maintenance, dismantle after use and return to BHEL stores all T&Ps mentioned in Sr no 5.1 for his use.
- 5.4 These cranes are owned or hired by BHEL. Operator for BHEL owned crane will be arranged by BHEL. Operators for hired crane will be provided by the hiring agency.
- 5.5 Contractor shall make necessary arrangements like laying of special sleeper beds and steel plates (**sleepers for BHEL owned cranes shall be provided by the BHEL**), assembly and dismantling of heavy attachment, boom, jib etc. for movement and operation of the crane. Contractor shall provide necessary manpower assistance for initial and final assembly & dismantling and for subsequent operations of boom extension and reduction during execution of work. Consolidation of the ground, if required (Area required for movement of crane), and preparation (including civil work with material) for placing crane for operation shall be done by the contractor, at his cost. Necessary plates / sleepers required for marching operation shall also be provided by the BHEL only for BHEL owned cranes.
- 5.6 Contractor shall provide the fuel, and consumables for BHEL provided cranes (hired/owned) for his use. Lubricants for crane shall be provided by the BHEL.
- 5.7 Cranes provided by BHEL will be on sharing basis with other agencies / contractors of BHEL. The allocation of cranes shall be the discretion of BHEL engineer, which shall be binding on the contractor. Cranes will be deployed at appropriate time as decided by BHEL for suitable duration and intended purpose.
- 5.8 Above T&P and cranes will be used for erection of the unit structure on sharable basis.
- 5.9 Cranes are only for erection purpose and shall not be available for material handling or transportation purpose. Contractor shall make their own arrangements for material transportation to erection site.
- 5.10 All the distribution boards, connecting cables, hoses etc., and temporary connection work including electrical connections for the BHEL issued T&Ps shall have to be arranged by the contractor at his cost.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – V: T&Ps AND MME TO BE DEPLOYED BY BHEL ON SHARING BASIS

- 5.11 Besides the T&P mentioned above, which is being made available to the contractor on free of hire charges, any additional crane and other T & P which may be required for successful and timely execution of the work covered within the scope of this tender shall be arranged and provided at site by the contractor at his cost. In case if the contractor fails to provide such equipments, BHEL will arrange for the same and the cost will be recovered from the contractor's bill with BHEL overheads, as applicable from time to time which may vary even during contract period.
- 5.12 The day-to-day and routine maintenance including replacement of spares for the BHEL T&Ps will be carried out by the contractor at his own cost. However, BHEL shall supply spare parts free of charges for normal wear and tear only.
- 5.13 Any loss/damage of tools by the contractor shall have to be replaced or otherwise cost thereof shall be recovered from the contractor.
- 5.14 The contractor shall make necessary arrangement like laying of special sleeper beds, assembly & dismantling of heavy lift attachment, boom, jib etc. for movement and operation of crane.

Note: For Crane:

Common for All:

1. The cranes may be BHEL owned or may be obtained on hiring basis including operating and maintenance crew.
2. Operator and O&M for BHEL owned crane will be provided by BHEL.
3. Contractor shall provide the fuel for BHEL provided cranes (Hired/owned) for his use.
4. Contractor shall provide necessary manpower assistance for initial and final assembly & dismantling and for subsequent operations of boom extension and reduction during execution of work. Contractor shall also make necessary arrangements like laying of special sleeper beds and steel pates (**sleepers for BHEL owned cranes shall be provided by the BHEL**) for movement and operation of the crane.
5. Cranes provided by BHEL will be on sharing basis with other agencies / contractors of BHEL. The allocation of cranes shall be the discretion of BHEL engineer, which shall be binding on the contractor. Cranes will be deployed at appropriate time as decided by BHEL for suitable duration and intended purpose. Augmentation of BHEL T & P under special circumstances shall be discretion of BHEL.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – VI: TIME SCHEDULE

6.1 TIME SCHEDULE & MOBILIZATION

6.1.1 INITIAL MOBILIZATION

After receipt of fax LOI, Contractor shall discuss with Project Manager / Construction Manager regarding initial mobilization. Contractor shall reach site, make his site establishment and be ready to commence the erection work **within two weeks from the date of issue of Letter of Intent or as per the directions of Construction Manager/ Project Manager of BHEL**. Such resources shall be progressively augmented to match the schedule of milestones.

6.1.2 MOBILIZATION FOR ERECTION

The activities for erection, testing etc. shall be started as per directions of Construction Manager of BHEL. Contractor shall mobilize further resources (in addition to those required for activities under clause no. 6.1.1) as per requirement to commence the work of erection of CHP structure and progressively augment the resources to match schedule of the project.

6.1.2.1 The entire work of Structural works in the Tender Specification shall be completed **within 22 (Twenty-two) months**.

6.1.2.2 During the total period of contract, the contractor has to carry out the activities in a phased manner as required by BHEL and the program of milestone events.

6.1.2.3 The erection work shall be commenced on the mutually agreed date between the bidder and BHEL engineer. The scope of work under this contract is deemed to be completed only when so certified by the site Engineer.

6.1.2.4 The contractor shall have to mobilize his resources earlier than the start of contract period for preparatory work like taking over and chipping of foundations, blue-matching, grouting of packer plates etc or start of fabrication. The contractor shall complete all the works in the scope of this contract within the contract period. Pending points identified by the customer/BHEL during the execution of the contract are to be liquidated during the contract period itself.

6.1.2.5 In order to meet above schedule in general, and any other intermediate targets set, to meet customer / project schedule requirements, contractor shall arrange & augment all necessary resources from time to time on the instructions of BHEL.

6.1.2.6 In case the project is to be advanced, the structural steel works in the scope of the contractor is to be advanced to meet the project requirement. No extra payment whatsoever shall be paid on this account.

6.1.3 SUBMISSION OF L3 SCHEDULE

6.1.3.1 The contractor shall submit a detailed area/structure wise L3 schedule within 15 days in consultation with BHEL based on the tentative schedule provided as per the clause 6.2.3. The detailed L3 schedule shall be approved by BHEL and same shall be implemented. Bidder shall submit L3 schedule in MS Projects to meet the agreed project schedule covering various milestone activities and their split up details such as construction, procurement of materials, fabrication & erection activities. This schedule shall also clearly indicate the interface facilities/inputs to be commenced from the date of completion of the whole of the work in the package, certified by the Engineer.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – VI: TIME SCHEDULE

6.2 COMMENCEMENT OF CONTRACT PERIOD AND TENTATIVE SCHEDULE

- 6.2.1 Erection/placement on its designated foundation / location, of the first Column covered in the scope of these specifications, shall be recognized as **“Start of contract period”**. Smaller items like packer plates, shims, anchors, inserts etc. will not be considered as start of contract period. The date of Start of contract period shall be the mutually agreed date between the bidder and BHEL engineer to start the work. In case of discrepancy, the decision of BHEL engineer is final.
- 6.2.2 Based on the availability of civil foundations from BHEL and materials from manufacturing agencies, contractor may have to advance the start of erection after getting clearance from construction manager, or the start of erection may get delayed due to site condition.
- 6.2.3 The Contractor has to subsequently augment his resources in such a manner that following major milestones of erection & commission are achieved on specified schedules. The schedule for the scope of works is as given below:

Table: 1 Schedule of Milestones for CHP:

Sl no	Description	Time Schedule
1	Start of Work	1st Month
2	TP-05	10th Month
3	BCN6A/B	9th Month
4	TP-04	10th Month
5	BCN5A/B	12th Month
6	Crusher House	20th Month
7	BCN4A/B	13th Month
8	TP-03	16th Month
9	BCN 3A/B	19th Month
10	TP-9, TP-8, TP-7, & TP-6	20th Month
11	BCN 8A/B, BCN 9A/B, BCN 10 A/B	22nd Month
12	Miscellaneous Building Like Track Hopper, WT and Cable Rack etc.	22nd Month

- 6.2.4 The above schedule is tentative. In case the project is to be advanced, the structural works in the scope of the contractor is to be advanced to meet the project requirement. No extra payment whatsoever shall be paid on this account.
- 6.2.5 The above schedule is for entire completion and handing over the structure/ Building to BHEL.
- 6.2.6 The structural pedestals, platforms, racks, floors, etc., required for the mechanical equipment erection/ structural erection shall be handed over BHEL progressively within the scheduled period given in the above table, as per the BHEL site requirement.
- 6.2.7 The left out minor finishing works shall also be completed and handed over to BHEL within the contract period.

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Chapter – VI: TIME SCHEDULE

6.3 PROVISION OF PENALTY IN CASE OF SLIPPAGE OF INTERMEDIATE MILESTONES:

In case of slippage of Two Major Intermediate Milestones, mentioned as M1 & M2 hereunder, Delay Analysis shall be carried out on achievement of each of these two Intermediate Milestones in reference to F-14.

Milestones	Activities	Period of release of fronts from DOS
M1	TP-05	10th Month
M2	Crusher House	20th Month

Note 1: Refer clause no 14 of NIT regarding modalities against provision of penalty in case of slippage of Intermediate Milestones.

Note 2: Above time schedule is tentative and in order to meet above schedule in general, and any other intermediate targets set, to meet customer/project schedule, contractor shall arrange & augment all necessary resources from time to time as per the instructions of BHEL.

6.4 CONTRACT PERIOD

The contract period for completion of entire work under scope of the package shall be **22 (Twenty-two) months** from the “COMMENCEMENT OF CONTRACT PERIOD” as specified earlier for completion of the entire work.

6.5 RECORDS TO BE MAINTAINED AT SITE:

- 6.5.1 Record of Quantity of FREE/ Chargeable items issued by BHEL must be maintained during contract execution. Also reconciliation statement to be prepared at regular intervals.
- 6.5.2 The under mentioned Records/ Log-books/ Registers applicable to be maintained.
 - 6.5.2.1 Hindrance Register.
 - 6.5.2.2 Site Order Book.
 - 6.5.2.3 Test Check of measurements.
 - 6.5.2.4 Records of Test reports of Field tests.
 - 6.5.2.5 Records of manufacture's test certificates.
 - 6.5.2.6 Records of disposal of scraps generated during and after the work completion.

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Chapter – VII: PAYMENT TERMS

7.0 Progressive Payment / Final Payment:

The payments for works under the scope of this contract shall be as per clause no 2.6; clause 2.22; clause 2.23 of General Conditions of Contract and Chapter X of Special Conditions of Contract. However, Clause No. 10.5 on RA Bill Payments, in Volume-IB, Chapter-X of SCC, is revised as under:

The payment for running bills will normally be released within 30 days of submission of running bill complete in all respects with all documents. It is the responsibility of the contractor to make his own arrangements for making timely payments towards labour wages, statutory payments, outstanding dues etc. and other dues in the meanwhile.

Few points of consideration are as below:

- 7.1.1 The measurements sheets of work done in a month shall be submitted in triplicate duly agreed/signed by BHEL Engineer. The contractor shall extend all necessary assistance for verification of measurements of works without any extra cost.
- 7.1.2 The RA bill payments are interim payments and bills shall be submitted in prescribed formats.
- 7.1.3 BHEL will release payment through **Electronic Fund Transfer (EFT)/RTGS**.
- 7.1.4 Final bill shall be submitted after completion of works and upon material reconciliation along with all prescribed formats.

7.1 In order to facilitate part payment, BHEL Site Engineer at his discretion may further split the contracted rates/percentages to suit site conditions, cash flow requirements according to the progress of work as per Vol. IC - GCC clause 2.23.1 (v), however following points are to be noted:

- a) Provided no 'part' payment is recommended till 25% of work in the item rate is executed.
- b) Payment of item rate to be made in not more than three instalments, last stage payment to be not lower than 20% of the item rate.

7.2 Extra/Supplementary items of work:

The works shall be regulated as per clause no 2.15 and clause no 2.16 of General Conditions of Contract.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VIII: Taxes and Other Duties

8.0 TAXES, DUTIES, LEVIES (Rev 13 dated 05/11/2018)

1. All taxes excluding GST, GST Cess & BOCW Cess **but including, Royalties, fees, license, deposits, commission, any State or Central Levy and other charges whatsoever, if any, shall be borne by you and shall not be payable extra.**
2. Any increase of the taxes excluding GST, GST Cess & BOCW Cess, at any stage during execution including extension of the contract shall have to be borne by the contractor. Quoted/ accepted rates/ price shall be inclusive of all such requirements. Please note that since GST on output will be paid by BHEL separately as enumerated below, your quoted rates/ price should be after considering the Input Credit under GST law at your end.
3. **GST :**
The successful bidder shall furnish proof of GST registration .GST along with Cess (as applicable) legally leviable & payable by the successful bidder as per GST Law, shall be paid by BHEL. Hence Bidder shall not include GST along with Cess (as applicable) in their quoted price.
4. GST charged in the Tax Invoice/Debit note by the contractor shall be released separately to the contractor only after contractor files the outward supply details in GSTR-1 on GSTN portal and input tax credit of such invoice is matched with corresponding details of outward supply of the contractor and has paid the GST at the time of filing the monthly return
5. Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred there under) wherein the 'Bill To' details will as below :-
BHEL GSTN – As per **Annexure -1**
NAME -- Bharat Heavy Electricals Limited
ADDRESS – Site address
6. Bidder to immediately intimate on the day of removal of Goods (in case of any supply of goods) to BHEL along with all relevant details and a scanned copy of Tax Invoice to below email ids to enable BHEL to meet its GST related compliances :-
Email id ---- to be intimated later on.

In case of delay in submission of the abovementioned documents on the date of dispatch, BHEL may incur penalty /interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from the successful bidder, if such delay is not attributable to BHEL.
7. In case of raising any Supplementary Tax Invoice (Debit / Credit Note) Bidder shall issue the same containing all the details as referred to in Section 34 read with Rule 53.
8. Bidder shall note that in case GST credit is delayed/ denied to BHEL due to delayed / non receipt of goods and /or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from the vendor along with interest levied / leviable on BHEL, as the case may be.
9. Bidder shall upload the Invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act. Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law , GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the bidder along with interest levied / leviable on BHEL.
10. Way Bill: Successful Bidder to arrange for way bill / e-waybill for any transfer of goods for the execution of the contract.

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Chapter-VIII: Taxes and Other Duties

The Bidder has to make their own arrangement at their cost for completing the formalities, if required, with Issuing Authorities, for bringing materials, plants & machinery at site for execution of the works under this contract, Road Permit/ Way Bill, if required, shall be arranged by the contractor and BHEL will not supply any Road Permit/ Way Bill for this purpose.

- 11. New taxes and duties:**-Any New taxes & duties, if imposed subsequent to due date of offer submission as per NIT & TCN, by statutory authority during contract period including extension, if the same is not attributable to you, shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, you shall obtain prior approval from BHEL before depositing new taxes and duties.

Benefits and/or abolition of all existing taxes must be passed on to BHEL against new Taxes, if any, proposed to be introduced at a later date.

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

- 12.** For transportation work, bidder shall declare in his quotation whether he is registered under GST, if yes, whether he intends to claim GST on forward charge basis. In absence of this declaration, BHEL will proceed further with the assumption that bidder intends not to claim GST on forward charge basis. However, in case of GST registered transporter, the amount to the extent of goods and service tax will be retained till BHEL avails the credit of GST. Further, transporter shall issue tax invoice which inter alia includes gross weight of the consignment, name of the consigner and the consignee, registration number of vehicle in which the goods are transported, details of goods transported, details of place of origin and destination, GSTIN of the person liable for paying tax whether as consigner, consignee or goods transport agency, and also containing other information as mentioned under rule 46.
- 13.** TDS under Income Tax shall be deducted at prevailing rates on gross invoice value from the running bills unless exemption certificate from the appropriate authority/ authorities is furnished.
- 14.** TDS under GST shall be deducted at prevailing rates on applicable value from the running bills.
- 15.** Refer Annexure – 2 for BOCW Act & Cess Act.

ANNEXURE-1

State wise GSTIN no.s of BHEL

Sl. No	Projects under state	GSTIN
1	Andhra Pradesh	37AAACB4146P7Z8
2	Bihar	10AAACB4146P1ZU
3	Chhattisgarh	22AAACB4146P1ZP
4	Gujarat	24AAACB4146P1ZL
5	Jharkhand	20AAACB4146P5ZP
6	Madhya Pradesh	23AAACB4146P1ZN
7	Maharashtra	27AAACB4146P1ZF
8	Orissa	21AAACB4146P1ZR
9	Telangana	36AAACB4146P1ZG

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Chapter-VIII: Taxes and Other Duties

ANNEXURE-2 **BOCW Act & Cess Act**

Bidder may please note that the sub-contractor/bidder of BHEL engaging building or construction worker in connection with building or other construction work, are required to follow the procedures enumerated below:

1. It shall be the sole responsibility of the contractor as employer to ensure compliance of all the statutory obligations under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.
2. It shall be sole responsibility of the contractor engaging Building Workers in connection with the building or other construction works in the capacity of employer to apply and obtain registration certificate specifying the scope of work under the relevant provisions of the Building and Other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 from the appropriate Authorities.
3. It shall be responsibility of the contractor to furnish a copy of such Registration Certificate within a period of one month from the date of commencement of Work.
4. It is responsibility of the contractor to register under the Building and other Construction Workers' Welfare Cess Act, 1996 and deposit the required Cess for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 at such rate as the Central Government may , by notification in the Official Gazette, from time to time specify. However, before registering and deposit of Cess under the Building and other Construction Workers' Welfare Cess Act, 1996, the contractor will seek written prior approval from the Construction Manager.
5. It shall be sole responsibility of the contractor as employer to get registered every Building Worker, who is between the age of 18 to 60 years of age and who has been engaged in any building or other construction work for not less than ninety days during the preceding twelve months as Beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996.
6. It shall be sole responsibility of the contractor as employer to maintain all the registers, records, notices and submit returns under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.
7. It shall be sole responsibility of the contractor as employer to provide notice of poisoning or occupation notifiable diseases, to report of accident and dangerous occurrences to the concerned authorities under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the rules made thereunder and to make payment of all statutory payments & compensation under the Employees' Compensation Act, 1923.
8. It shall be the responsibility of the sub-contractor as employer to make payment/deposit of applicable cess amount on the extent of work involving building or construction workers engaged by the sub-contractor within a period of one month from the receipt of payment. It shall also be responsibility of the Contractor to furnish BHEL on monthly basis, Receipts/ Challans towards Deposit of the Cess

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Chapter-VIII: Taxes and Other Duties

under the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder along with following statistics :

- (i) Number of Building Workers employed during preceding one month.
 - (ii) Number of Building workers registered as Beneficiary during preceding one month.
 - (iii) Disbursement of Wages made to the Building Workers for preceding wage month.
 - (iv) Remittance of Contribution of Beneficiaries made during the preceding month
9. BHEL shall reimburse the contractor the Cess amount deposited for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 under the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder. However, BHEL shall not reimburse the Fee paid towards the registration of establishment, fees paid towards registration of Beneficiaries and Contribution of Beneficiaries remitted.
10. It shall be responsibility of the Building Worker engaged by the Contractor and registered as a beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 to contribute to the Fund at such rate per mensem as may be specified by the State government by notification in the Official Gazette. Where such beneficiary authorizes the contractor being his employer to deduct his contribution from his monthly wages and to remit the same, the contractor shall remit such contribution to the Building and other construction Workers' Welfare Board in such manner as may be directed by the Board , within the fifteen days from such deduction.
11. Bidders may please note that though the quoted price is exclusive of BOCW (which will be reimbursed by BHEL as per sub-clause 9 above) , however, If at any point of time during the contract period, non-compliance of the provisions of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder is observed, BHEL reserves the right to deduct the applicable cess (1%) on the contract value and penalty (if any, imposed by Cess Authorities) from the payables on account of non-compliance.
12. The contractor shall declare to undertake any liability or claim arising out of employment of building workers and shall indemnify BHEL from all consequences / liabilities / penalties in case of non-compliance of the provisions of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.

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Void

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CHAPTER X – GENERAL

10.0 GENERAL

Site Visit by the Bidder

10.1 The bidder shall, prior to submitting his tender for the work, visit and examine the site of works and its surroundings at his own expense, and obtain and ascertain for himself on his own responsibility all information that may be necessary for preparing his tender and entering into a contract, and take the same into account in the quoted contract price for the work.

10.2 The bidder shall satisfy themselves about the following factors:

- i) Site conditions including access to the site, existing and required roads and other means of transport/communication for use by him in connection with the work including diverting and re-routing of services.
- ii) Requirement and availability of land and other facilities of his enabling works, establishment of his nursery, office, stores etc.
- iii) Ground conditions including those bearing upon transportation, disposal, handling and storage of materials required for the work or obtained there-from.
- iv) Source and extent of availability of suitable materials, including water etc., and labour (skilled and unskilled) required for work, and laws and regulations governing their use and employment.
- v) Geological, meteorological, topographical and other general features of the site and its surroundings as are pertaining to and needed for the performance of the work.
- vi) The limit and extent of surface and subsurface water to be encountered during the performance of the work, and the requirement of drainage and pumping.
- vii) The type of equipment and facilities needed, for and in the performance of the work:
- viii) The extent of lead and lift required for the work in complete form over the entire duration of the contract, and
- ix) All other information pertaining to and needed for the work including information as to the risks, contingencies and other circumstances which may influence or affect the work or the cost thereof under this contract.

10.3 It is not the intent to specify herein all details of all material. Any item related this work not covered by this but necessary to complete the system will be deemed to have been included in the scope of the work.

10.4 All the necessary certificates and licenses required to carry out this scope of work are to be arranged by the contractor then and there at no extra cost.

10.5 Site testing wherever required shall be carried out for all items / materials installed by the contractor to ensure proper installation and functioning in accordance with drawings, specifications and manufacturer's recommendations.

10.6 The contractor shall carryout additional tests, if any, which the Engineer feels necessary because of site conditions and also to meet system specification.

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- 10.7 The work shall be executed under the usual conditions without affecting power plant construction / operation and in conjunction with other operations and contracting agencies at site. The contractor and his personnel shall cooperate with the personnel of other agencies, co-ordinate his work with others and proceed in a manner that shall not delay or hinder the progress of work as a whole.
- 10.8 All the work shall be carried out as per instructions of BHEL engineer. BHEL engineer's decision regarding the correctness of the work and method of working shall be final and binding on the contractor.
- 10.9 Wherever Construction sequences are furnished by BHEL, the contractor shall follow the same sequence.
- 10.10 Contractor shall execute the supply and works as per sequence prescribed by BHEL at site engineer. No claims for extra payment from the contractor will be entertained on the grounds of deviation from the methods of execution of similar job in any other site or for any reasons whatsoever.
- 10.11 If required by BHEL, the contractor shall change the sequence of his operation so that work on priority sectors can be completed within the projects schedule. The contractor shall afford maximum assistance to BHEL in this connection without causing delay to agreed completion date.
- 10.12 Contractor shall, transport all materials to site and unload at site / working area for inspection and checking. All material handling equipment required shall be arranged by the contractor.
- 10.13 Contractor shall retain all T&P / Testing instrument / Material handling equipment's etc. at site as per advice of BHEL engineer and same shall be taken out from site only after getting the clearances from engineer in charge.
- 10.14 The contractor at his cost shall arrange necessary security measures for adequate protection of his machinery, equipment, tools, materials etc. BHEL shall not be responsible for any loss or damage to the contractor's construction equipment and materials. The contractor may consult the Engineer-in-Charge on the arrangements made for general site security for protection of his machinery equipment tools etc.
- 10.15 The bidder and any of his personnel or agents will be granted permission by the Site-In-Charge or his authorized nominee, on receipt of formal application in respect thereof a week in advance of the proposed date of inspection of site, to enter upon his premises and lands for purpose of such inspection, but only on the express condition that the tenderer (and his personnel and agents) will relieve and indemnify the Employer (and his personnel and agents) from and against all liability in respect thereof and will be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses however caused which, but for the exercise of such permission, would not have arisen.
- 10.16 Contractor shall execute the work as per sequence and procedure prescribed by BHEL at site. The applicable erection manuals which are available with BHEL site office are to be referred for compliance and guidance before taking up the work. Any rework on this failure to comply with will be to account of contractor only. BHEL engineer, depending upon the availability of materials, fronts etc., will decide the sequence of erection and methodology. No claims for extra payment from the contractor will be entertained on the grounds of deviation from the

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method of erection adopted in erection of similar jobs in other projects or for any reason whatsoever.

- 10.17 The contractor is strictly prohibited from using BHEL's regular components like angles, channels, beams, plates, pipe / tubes, and handrails etc. for any temporary supporting or scaffolding works or as bed for pre-assembly works. Contractor shall arrange himself all such materials. In case of such misuse of BHEL materials, a sum as determined by BHEL engineer will be recovered from the contractor's bill. The decision of BHEL engineer is final and binding on the contractor.
- 10.18 All the works such as cleaning, levelling, aligning, trial assembly, dismantling of certain components for checking and cleaning, surface preparation, fabrication of sheets, as per general engineering practice and as per BHEL Engineer's instructions at site, cutting, weld depositing, grinding, straightening, chamfering, filing, chipping, drilling, reaming, scrapping, lapping, fitting-up etc., as may be applicable in such erection works and are necessary to complete the work satisfactorily, shall be carried out by the contractor as part of the work within the quoted rate. Major machining work, which is only to be carried out in workshops, will be arranged by BHEL.
- 10.19 The work covered under this specification is of highly sophisticated nature, requiring the best quality workmanship, engineering and construction management. The contractor should ensure successful and timely operation of equipment installed. The contractor must have adequate quantity of tools, construction aids, equipments etc., in his possession. He must also have on his rolls adequate trained, qualified and experienced supervisory staff and skilled personnel.
- 10.20 The contractor will be responsible for the safe custody and proper accounting of all materials in connection with the work. If the contractor has drawn materials in excess of design requirements, recoveries will be effected for such excess drawls at the rate prescribed by manufacturing units.
- 10.21 No member of the already erected structure, platform, pipes, grills, other component and auxiliaries should be cut without specific approval of BHEL engineer.
- 10.22 Welding of temporary supports, cleats, etc. on the PH columns shall be avoided. In case of absolute necessity contractor shall take prior approval from BHEL Engineer. Further, any cutting or alternation of member of the structure of platform or other equipment shall not be done without specific prior approval of BHEL Engineer.
- 10.23 Contractors shall ensure that all their Staff / Employees are exposed to periodical training programme conducted by qualified agencies / personnel on ISO 9001 – 2008 Standards.
- 10.24 Contractor has to clear the front, expeditiously and promptly as instructed by BHEL Engineer for other agencies, like piping, Turbine, Generator erection, Cabling, instrumentation, insulation etc., to commence their work from / on the equipments coming under this scope. Sometimes, more than one agencies may have to work in same location. Sometimes it may be required to re-schedule the activities to enable other agencies to commence / continue the work so as to keep the overall project schedule.
- 10.25 For the purpose of planning, contractor shall furnish the estimated requirement of power (month wise) for execution of work in terms of maximum KW demand.
- 10.26 Crane operators deployed by the contractor shall be tested by BHEL before he is allowed to operate the cranes.

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- 10.27 The contractor must obtain the signature and permission of the security personnel of the customer for bringing any of their materials inside the site premises. Without the Entry Gate Pass these materials will not be allowed to be taken outside.
- 10.28 Upon completion of daily work , the contractor shall remove from the vicinity of work all scrap packing materials, rubbish, unused and other materials and deposit them in places to be specified by BHEL Engineer.
- 10.29 During the course of erection, if the progress is found unsatisfactory, or if the target dates fixed from time to time for every milestone are to be advanced, or in the opinion of BHEL, if it is found that the skilled workmen like fitters, operators, technicians employed are not sufficient BHEL will induct required additional workmen to improve the progress and recover all charges incurred on this account including all expenses together with BHEL overheads from contractor's bills.
- 10.30 On completion of work, all the temporary buildings, structures, scaffolding, cables etc. shall be dismantled and levelled and debris shall be removed as per instructions of BHEL by the contractor at his cost. In the event of his failure to do so, the expenditure towards clearance of the same will be recovered from the contractor. The decision of BHEL Engineer in this regard is final.
- 10.31 The intent of specification is to provide services according to the most modern and proven techniques and codes. The omission of specific reference to any method, T&P or material necessary for proper and efficient execution of this work shall not relieve the Contractor of the responsibility of providing such facilities to complete the work without any extra compensation.
- 10.32 The work shall be executed under the usual conditions affecting major power plant construction and in conjunction with numerous other operations at site. The Contractor and his personnel shall cooperate with personnel of BHEL, BHEL'S Customer, Customer's consultants and other Contractors, coordinating his work with others and proceed in a manner that shall not delay or hinder the progress of work of the project as a whole.
- 10.33 The work shall conform to dimensions and tolerances specified in the various drawings / documents that will be provided during various stages of erection. If any portion of work is found to be defective in workmanship, not conforming to drawings or other stipulations due to Contractor's fault, the Contractor shall dismantle and re-do the work duly replacing the defective materials at his cost, failing which the work will be got done by BHEL and recoveries will be effected from the Contractor's bills towards expenditure incurred including cost of materials and departmental overheads of BHEL as per GCC.
- 10.34 The Contractor shall perform any services, tests etc, which may not be specified but nevertheless, required for the completion of work within quoted rates.
- 10.35 All necessary certificates and licenses required for carrying out this work are to be arranged by the Contractor expeditiously.
- 10.36 The Contractor shall execute the work in the most substantial and workman like manner. The stores shall be handled with care and diligence.
- 10.37 BHEL reserves right to recover from the Contractor any loss which arises out of undue delay / discrepancy / shortage / damage or any other causes due to Contractor's lapse during any stage of work. Any loss to BHEL due to Contractor's lapse shall have to be made good by the Contractor as per GCC.

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- 10.38 All cranes, transport equipment, handling equipment, tools, tackles, fixtures, equipment, manpower, supervisors/engineers, consumables etc, except otherwise specified as BHEL scope of free issue, required for this scope of work shall be provided by the Contractor. All expenditure including taxes and incidentals in this connection will have to be borne by Contractor unless otherwise specified in the relevant clauses. The Contractor's quoted rates should be inclusive of all such contingencies.
- 10.39 The Contractor shall make all fixtures, temporary supports, steel structures required for jigs & fixtures, anchors for load and guide pulleys required for the work. Contractor shall arrange necessary steel for such usage.
- 10.40 The distance between storage area and erection site is approx. 3-4 KM. Storage yard located at two different places and both are about 3-4 KM from erection area. Contractor shall plan and transport equipments, components from storage to erection site and erect them in such a manner and sequence that material accumulation at site does not lead to congestion at site of work. Materials shall be stacked neatly, preserved and stored in the Contractor's shed and at work areas in an orderly manner. In case it is necessary to shift and re-stack the materials kept at work areas/ site to enable other agencies to carry out their work or for any other reason, same shall be done by Contractor most expeditiously as incidental to work.
- 10.41 Plant materials should not be used for any temporary supports / scaffolding/ preparing pre-assembly bed etc. The details of equipment's to be erected under this contract are generally as per the schedule given in relevant appendices. These details are approximate and meant only to give a general idea to the tenderer about the magnitude of the work involved. Actual quantum and type of equipments will be based on the relevant erection documents which will be furnished to the Contractor in due course of erection and the weight and quantity as per the relevant engineering documents will only be admissible for the billing purpose.
- 10.42 The work shall be carried out strictly in accordance to the "Field Quality Plan" approved by BHEL/client. Contractor, jointly with BHEL, shall prepare all necessary records of measurements/readings/ protocols etc.
- 10.43 Contractor shall regulate flow of material to and from site in such a manner and sequence that material accumulation at site does not lead to congestion at site. In case it is necessary to shift and restack the materials kept at work areas / site to enable other agencies to carry out their work or further any other reason, it shall be done by the Contractor most expeditiously. No claim for extra payment for such work will be entertained.
- 10.44 The Contractor shall have total responsibility for all equipment and materials in his custody at Contractor's stores, loose, semi-assembled, assembled or erected by him at site. He shall effectively protect the finished works from action of weather and from damages or defacement and shall also cover the finished parts immediately on completion of work as per BHEL engineer's instructions. The machine surfaces/finished surfaces should be greased and covered.
- 10.45 Scope of work covered under this specification requires quality workmanship, engineering and green belt management along with the supply of all consumables, tools and tackles and testing instruments. The contractor shall ensure timely completion of work. The contractor shall have adequate tools, measuring instruments etc. in his possession. He shall also have adequate trained, qualified and experienced engineers, supervisory staff and skilled personnel. The manpower deployment identified by contractor shall match with above scope of works.

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- 10.46 It is not the intent to specify herein all details of all material. Any item related this work not covered by this but necessary to complete the system will be deemed to have been included in the scope of the work.
- 10.47 Site testing wherever required shall be carried out for all items / materials installed by the contractor to ensure proper installation and functioning in accordance with drawings, specifications and manufacturer's recommendations
- 10.48 The contractor shall carryout additional tests if any, which the Engineer feels necessary because of site conditions and also to meet system specification
- 10.49 The work shall be executed under the usual conditions without affecting power plant construction / operation and in conjunction with other operations and contracting agencies at site. The contractor and his personnel shall co-operate with the personnel of other agencies, co-ordinate his work with others and proceed in a manner that shall not delay or hinder the progress of work as a whole.
- 10.50 All the work shall be carried out as per instructions of BHEL engineer. BHEL engineer's decision regarding the correctness of the work and method of working shall be final and binding on the contractor.
- 10.51 Wherever Construction sequences are furnished by BHEL, the contractor shall follow the same sequence.
- 10.52 Contractor shall execute the supply and works as per sequence prescribed by BHEL at site engineer. No claims for extra payment from the contractor will be entertained on the grounds of deviation from the methods of execution of similar job in any other site or for any reasons whatsoever. If required by BHEL, the contractor shall change the sequence of his operation so that work on priority sectors can be completed within the projects schedule. The contractor shall afford maximum assistance to BHEL in this connection without causing delay to agreed completion date.
- 10.53 Contractor shall, transport all materials to site and unload at site / working area for inspection and checking. All material handling equipment required shall be arranged by the contractor.
- 10.54 Contractor shall retain all T&P / Testing instrument / Material handling equipment's etc. at site as per advice of BHEL engineer and same shall be taken out from site only after getting the clearances from engineer in charge.
- 10.55 The contractor at his cost shall arrange necessary security measures for adequate protection of his machinery, equipment, tools, materials etc. BHEL shall not be responsible for any loss or damage to the contractor's construction equipment and materials. The contractor may consult the Engineer-in-Charge on the arrangements made for general site security for protection of his machinery equipment tools etc.
- 10.56 The Contractor may have to execute work in such a place and condition where other agencies also will be under such circumstances. However, completion time for construction, agreed will be subject to the condition that contractor's work is not hampered by the agencies.
- 10.57 Contractor shall remove all scrap materials periodically generated from his working area and collect the same at one place earmarked for the same. Load of scraps is to be shifted to a place earmarked by BHEL. Failure to collect the scrap is likely to lead to accidents and as such BHEL reserves the right to collect and remove the scrap at contractor's risk and cost if there is any failure on the part of contractor in this respect.

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- 10.58 The contractor shall ensure that his premises are always kept clean and tidy to the extent possible. Any untidiness noted on the part of the contractor shall be brought to the attention of the contractor's site representative who shall take immediate action to clean the surroundings to the satisfaction of the Engineer in- Charge.
- 10.59 No member of the already erected structure / buildings, should be removed / modified without specific approval of BHEL engineer.
- 10.60 Some time it may be required to re-schedule the activities to enable other agencies to commence / continue the work so as to keep the overall project schedule.
- 10.61 It is the responsibility of the contractor to do the checking, testing etc. if necessary, repeatedly to satisfy BHEL Engineer with all the necessary tools and tackles, manpower etc. without any extra cost. The testing will be completed only when jointly certified so, by the BHEL Engineer.
- 10.62 The contractor's work shall not hinder other work, either underground or over ground, such as electrical, phone lines, water or sewage lines, etc. In areas of overlap, the contractor shall work in coordination with other related contractors.
- 10.63 Any damage by the landscape contractor's team to such utilities will be penalized and contractor shall be responsible for cost for such damages.

10.64 SITE INSPECTION

- 10.64.1 The owner / employer or his authorized agents may inspect various stages of work during execution stage. The contractor shall make necessary arrangements for such inspection and carry out the rectification pointed out by the owner / employer without any extra cost to the owner / employer. No cost whatsoever such duplication of inspection of work be entertained.
- 10.64.2 BHEL / Customer will have full power and authority to inspect the works at any time, either on the site or at the contractor's premises. The contractor shall arrange every facility and assistance to carry out such inspection. On no account will the contractor be allowed to proceed with work of any type unless such work has been inspected and entries are made in the site inspection register by customer / BHEL.

10.65 DOCUMENTATION

- 10.65.1 The following information shall be furnished by the bidder within two weeks of award of contract for purchaser's approval
- Bar chart covering planned activities at site
 - Detailed organization chart
 - Details of T&P available with contractors with documents proofs.
- 10.65.2 The following information shall be furnished by the bidder after testing and inspection: Test certificates of various tests conducted at site. All inspection and test certificates shall be signed by BHEL representative also.

10.66 Dewatering

Dewatering of Low Lying areas like lift pits , other low lying areas (as per scope applicability) till handing over to customer is in bidders scope for which vendor has to arrange and maintain adequate no. of Diesel & electrical pumps of suitable capacities, operators, necessary

TECHNICAL CONDITIONS OF CONTRACT (TCC)

CHAPTER X – GENERAL

manpower with sufficient quantity of suction & discharges hoses, pipes, Clamps, cables, Electrical panels/starters, diesel, consumables without any extra commercial implication on BHEL treating as normal scope of work. Dewatering pumps will be required to run to ensure job progress is not hampered & if required pumps are to be run on round the clock basis on working days & holidays, Sundays.

10.67 Housekeeping/Area Cleaning

The contractor has to do area cleaning on every date on daily basis. Noncompliance of the above cleaning shall be done by BHEL at the risk and cost of the contractor. No excuses on this above account shall be entertained by BHEL on whatsoever account.

10.68 Approach platforms , fixtures

Steel items like angles, scaffoldings for erection of bracings, Tie beams are to be arranged by vendor for structural erection treating it as normal scope of work without any cost implication on BHEL.

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CHAPTER XI – WORK PROGRESS

(All the works mentioned hereunder shall be carried out within the accepted rate unless otherwise specified.)

- 11.1 Refer forms F -14 to F-18 of volume I D (Forms & Procedure) of volume -ID I (Book-II). Plan and review will be done as per the formats.
- 11.2 The progress reports shall indicate the progress achieved against plan, indicating reasons for delays, if any. The report shall also give remedial actions which the contractor intends to make good the slippage or lost time so that further works can proceed as per the original plan the slippages do not accumulate and affect the overall programme.
- 11.3 It is the responsibility of the contractor to provide all relevant information on a regular basis regarding progress of work, labour availability, equipment deployment, testing, etc.
- 11.4 Contractor is required to draw mutually agreed monthly work programs in consultation with BHEL well in advance. Contractor shall ensure achievement of agreed program and shall also timely arrange additional resources considered necessary at no extra cost to BHEL.
- 11.5 Progress review meetings will be held at site during which actual progress during the week vis-a-vis scheduled program shall be discussed for actions to be taken for achieving targets. Contractor shall also present the program for subsequent week. The contractor shall constantly update / revise his work program to meet the overall requirement. All quality problems shall also 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 nonconformities.
- 11.6 The contractor shall submit daily, weekly and monthly progress reports, manpower reports, materials reports, consumables (gases / electrodes) report, cranes availability report and other reports as per Performa considered necessary by the Engineer. The periodicity of the reports will be decided by BHEL Engineer at site.
- 11.7 The contractor shall submit weekly / fortnightly / monthly statement report regarding consumption of all consumables for cost analysis purposes.
- 11.8 The contractor shall submit a report of any damage, shortage, discrepancy etc., every week detailing in this regard.
- 11.9 The manpower reports shall clearly indicate the manpower deployed, category wise specifying also the activities in which they are engaged.
- 11.10 The monthly report as a booklet shall be submitted at the end of every month and shall contain the following details :-

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CHAPTER XI – WORK PROGRESS

- a) Progress photographs in colour.
- b) Erection progress in terms of tonnage, welding joints, radiography, stress relieving, etc., completed as relevant to the respective work areas against planned.
- c) Site Organization chart of engineers & supervisors as on the last day of the month with further mobilization plan.
- d) Category- wise man hours engaged during the previous month under the categories of fitters, welders, riggers, khalasis, grinder-men, gascutters, electricians, crane operators and helpers. Data shall be split up under the work areas like AB bay ,BC bay, sheeting work ,cladding work ,material handling etc.
- e) Consumables report giving consumption of all types of gases and electrodes during the previous month.
- f) Availability report of cranes.
- g) Safety implementation report in the format.
- h) Pending material and any other inputs required from BHEL for activities planned during the subsequent month.

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CHAPTER XII – FOUNDATIONS & GROUTINGS

12 PREPARATION OF FOUNDATIONS:

- 12.1 Building foundations and other necessary civil works for supporting structures, equipments etc will be provided by BHEL / Customer. The checking of dimensional accuracy, axis, elevation, levels etc, with reference to bench marks of foundations and anchor bolt pits have to be checked and logged by the Contractor. The permanent benchmark / reference marks will have to be transferred to new locations with sufficient care to maintain the accuracy and protected / preserved with adequate care (to enable rechecking at later dates) as per BHEL instruction.
- Minor adjustment of foundation level, dressing and chipping of foundation surfaces and blue-matching (wherever required) for of all equipments as per BHEL Engineers instructions, should be done by the Contractor as part of the work. Contractor/BHEL shall prepare protocols before taking over the foundations. Dressing and chipping of foundations as per drawing for achieving proper levels will be within the scope of work/specification.
- 12.2 BHEL will provide free of cost only the shims and packer plates (either machined or plain) which go as permanent part of the equipment. Certain packer plates and shims over and above the quantity received as a part of supplies from manufacturing units of BHEL will have to be cut out from steel plates / steel sheets at site to meet site requirement. Contractor shall cut and prepare packers and shims by gas cutting / chiseling / grinding and de-burr the same. However, machining of the packers wherever necessary, shall be arranged by contractor.
- 12.3 Foundation for the structures to be erected shall be provided by BHEL/ clients of BHEL. The dimensions of the foundations and anchor bolt pits shall be checked by the contractor for their correctness as per drawings. Further, top elevation of foundations shall be checked with respect to bench mark etc. All adjustments of foundations surfaces as may be required for the erection of equipments / plants shall be carried out by the contractor.
- 12.4 Cleaning of foundation surfaces and anchor bolt pits etc., dewatering, making them free of oil, grease, sand and other foreign materials by soda wash, water wash, compressed air or any other approved methods etc.
- 12.5 It shall be contractor's responsibility to check the foundations for their correctness with respect to level, orientation, dimensions etc., and ascertained dimensions shall be measured and submitted to BHEL for approval before erection. Also minor chipping, dressing of foundations up to 30 mm for obtaining proper face for packer plates / shims, as may be required for the erection of the equipment / plants will have to be carried out by the contractor without extra cost.
- 12.6 The surface of foundations shall be dressed to bring the surface of the foundations to the required level and smoothness prior to placement of columns based on the foundations including shear lug provisions / openings.
- 12.7 Foundation pockets are to be cleaned thoroughly before placing the supports / columns / equipments. Verticality of foundation bolts to be checked along with correctness of the threads and freeness of the nuts movement. If required cleaning of the threads to be done with proper dies.
- 12.8 The concrete foundation, surfaces shall be properly prepared by chipping, as required to bring the top of such foundation to the required level to provide the necessary roughness for bondage and to ensure enough bearing strength. All laitance and surface film shall be removed and cleaned and the packers placed with suitable mortar prior to erection of the equipment.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

CHAPTER XIII – MATERIAL HANDLING, TRANSPORTATION AND SITE STORAGE

The scope of the work will comprise of but not limited to the following:

(All the works mentioned hereunder shall be carried out within the accepted rate unless otherwise specified.)

- 13.1 Loading at BHEL / Customer stores and storage yard, transport to site, unloading at site / working area of equipment, placement on respective foundation / location, fabrication yard, pre-assembly bay or at working area are in the scope of work. The scope includes taking materials / Equipments from customer stores / storage yard also. Contractors Quoted / Accepted rate shall be inclusive of the same. Required cranes, tractors, trailer or trucks/ slings/ tools and tackles / labour including operators, fuel, lubricants etc. for loading & unloading of materials will be in the scope of contractor.
- 13.2 The storage yard is located outside the Main Plant Boundary, in more than one location, at a distance of approximately 3-4 KM from the erection site.
- 13.3 The equipments / materials from the storage yard shall be moved in sequence to the actual site of erection / location at the appropriate time as per the direction of BHEL Engineer so as to avoid damage / loss of such equipment at site.
- 13.4 Contractor shall plan and transport equipments, components from storage yard to erection site in such a manner and sequence that material accumulation at site does not lead to congestion at site of work.
- 13.5 Materials shall be stacked neatly, preserved and stored in the contractor's shed / work area in an orderly manner. In case it is necessary to shift and re-stack the materials kept at work area / site to enable other agencies to carry out their work, same shall be done by the contractor at no extra cost.
- 13.6 The contractor shall take all such measures as may be reasonably necessary to ensure that its arrangements and those of its sub-contractors with respect to the transport of Goods, Materials and Labour to the site do not interfere with local traffic in the vicinity of the site and where such interference is unavoidable shall make such special arrangements as may be reasonably required to minimize the effect of such interference.

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CHAPTER XIV – ERECTION

The scope of the work will comprise of but not limited to the following:

(All the works mentioned hereunder shall be carried out within the accepted rate unless otherwise specified.)

14.1 Erection

- 14.1.1 Any fixtures, scaffolding materials, approach ladders, concrete block supports, steel structures required for temporary supporting, pre assembly, checking, welding, lifting & handling during pre-assembly and erection shall be arranged by the contractor at his cost.
- 14.1.2 The temporary structures/ items welded to permanent members/pipes are to be cut and removed without any damage. Any damage so to permanent members/ pipes to be made good by the contractor at his cost.
- 14.1.3 In the case of structural members in certain cases, the raw material will be supplied in random lengths and the contractor will have to make up the length / prepare the edges to suit the matching profiles, weld / bolt connect the joints at no extra cost.
- 14.1.4 Contractor shall engage separate gangs throughout the contract period, exclusively for proper housekeeping of the site. The contractor has to make necessary arrangements for collection and for bringing down the scrap from all locations and taking them away from the erection areas to various locations as indicated by BHEL Engineer. The house keeping must be a routine and continuous activity.
- 14.1.5 The contractor shall take all reasonable care to protect the materials and equipment during erection. Touch up painting required to be done on any equipment or part during the course of erection will have to be done by the contractor.
- 14.1.6 Prior to erection of any components inspection to be done for any foreign materials and damages and they are to be removed / attended as per BHEL engineer.
- 14.1.7 Field Quality Assurance Formats:-It is the responsibility of the contractor to collect and fill up the relevant FQA log sheets of BHEL and present the same to BHEL after carrying out the necessary checks as per the log sheets and obtaining the signature of BHEL and customer as token of their acceptance. Payment to the contractor will be linked with the submission of these FQA log sheets.
- 14.1.8 All test require as per FQP (Field Quality Plan) will be in bidders scope. FQP shall be provided during execution time.
- 14.1.9 Supply and installation of items as per BOQ for CHPP structural works
Where ever the design & supply together is covered in the scope of bidder necessary approvals from BHEL / PVUNL shall be taken by bidder for the design, inspection procedure & vendor. List of items for which such approvals required will be frozen during execution of the contract.
- 14.1.10 Contractor shall procure and supply the items to PVUNL Patrattu project site as per the BOQ for structural works from BHEL / PVUNL approved vendors, meeting the specification (enclosed), Drawings and instructions of the Engineer.
- 14.1.11 Contractor shall provide the temporary structures like scaffolding, Access ladders, working platforms etc. and removal of the same after completion of CHP erection.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

CHAPTER XIV – ERECTION

14.2 Reconciliation of material issued by BHEL (free of cost):

General Notes

- a. All steel like **structural steel, except MS/GI/SS handrails** as specified in relevant BOQ shall be issued free of cost by BHEL for use in the work covered in this contract from BHEL stores/storage yard. The contractor shall collect these materials from BHEL stores/storage yard at specified places at his own cost and store the same at his stores as per standard norms. Materials issued will be used only for construction of permanent works. Procurement, supply, fabrication, erection and painting of MS/GI/SS handrails as applicable shall be in contractor's scope.
- b. BHEL reserves the right to recover from the contractor any loss arising out of damage/theft or any other causes or during verification/stacking or at any time under the custody of the contractor.
- c. The contractor shall take care of material issued by BHEL and shall protect the same from damage and weathering.
- d. The contractor shall in no case be entitled for any compensation on account of any delay in supply or non-supply thereof for all or any such materials. However in case of non-availability of any specific section(s) which delays the completion of work, such cases shall be recorded separately in monthly planning format (F 14) and shall be considered for time extension of contract.
- e. The contractor shall maintain proper store account for all the BHEL issued materials and shall give **Three (03) copies of monthly-computerized reconciliation statement** of such account showing total receipt, consumption and balance at site to the BHEL. BHEL Engineer's certification for the reconciliation of steel shall be final. The detailed reconciliation (Qty wise identification code wise or as required) shall be done **at least once in three months (03) or before submission of final bill which comes earlier**.
- f. Contractor shall also carryout in complete association with BHEL, the material management functions and execution like day-to-day update of materials, issued to contractor, accounting for surplus/scrap material returned etc. These functions shall also be carried out through computerized system utilizing suitable software. Contractor shall engage experienced software personnel to associate on dedicated basis for efficient discharge of the same in time.
- g. The contractor shall solely be responsible for the safety & security of material after it is handed over and issued to contractor by the BHEL.
- h. BHEL issued materials, shall not be under any circumstances whatsoever, and shall be taken out of the project site unless otherwise permitted by BHEL for outside job.

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CHAPTER XIV – ERECTION

14.3 HANDLING OF MATERIALS ISSUED BY BHEL:

- 14.3.1 Materials shall be issued by BHEL based on the weighment basis/linear measurements & sectional weight. However, on specific request of the contractor **“as a special case to expedite the job”** the consignment received at BHEL stores can directly be diverted to the work site following issuance procedure of BHEL. Such direct issues shall be as per the Challan/dispatch document/LR received with the consignment. In such cases, contractor shall do unloading of materials from trucks/lorry at their own cost.
- 14.3.2 All materials issued by BHEL shall be stacked, stored above ground level **by use of concrete or wooden sleepers. No materials shall remain on ground at any time.** All concrete or wooden sleepers required for stacking the materials shall be arranged by contractor at his own cost within the quoted rates. All other equipment like winches, D-Shackles, slings of various sizes, max puller, pulley blocks, jacks, trucks, trailers etc required for such handling of steel from BHEL stores/storage yard etc shall be arranged by contractor within quoted/accepted rates.

14.4 RETURN OF MATERIALS

- 14.4.1 **Return of Reinforcement Steel and Structural Steel including Scrap:** All surplus steel and all wastage materials will be taken back on weighment basis. Surplus, unused and untampered steel shall be sorted section-wise and returned separately at a place directed by BHEL Engineer within the project area. Return of such materials will not be entitled for any handling and incidental charges. All wastage / scrap (including melting scrap, wastage, and unusable scrap) shall be returned to the stores in consultation with BHEL Engineer and a receipt obtained for material accounting purposes. Return of such material will not be entitled to any transportation and incidental charge. Scrap for reinforcement steel and structural steel shall be returned separately.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

CHAPTER XV – Welding & Non-Destructive Testing

WELDING AND NON-DESTRUCTIVE TESTING

The scope of the work will comprise of but not limited to the following:

(All the works mentioned hereunder shall be carried out within the accepted rate unless otherwise specified.)

- 15.1 All welders including tack welders, structural shall be tested and approved by BHEL Engineer before they are actually engaged on work even though they may possess a valid certificate. BHEL reserves the right to reject any welder if the welder's performance is not found to be satisfactory. The contractor shall maintain the records of qualification and performance of welders. BHEL Engineer will issue all the welders qualified for the work, an identity card. The welder will keep the same with him at work place at all times. He may be stopped from work if he is not found in possession of the same.
- 15.2 Engineer may stop any welder from the work if his performance is unsatisfactory for any technical reason or if there is a high percentage of rejection in the joints welded by him. The welders having passed qualification tests does not absolve the contractor of contractual obligation to continuously check the welder's performance.
- 15.3 Faulty welds caused by the poor workmanship shall be cut and re-welded at the contractor's expense. The Engineer prior to any repair being made shall approve the procedure for the repair of defective welds. After the repair has been carried out, the compliance shall be submitted to the quality engineer.
- 15.4 All expenses for testing of contractor's welders including destructive and Non- destructive tests conducted by BHEL at site or at laboratory shall have to be borne by the contractor only. Only BHEL approved electrodes and filler wire will be used. All electrodes shall be baked and dried in the electric electrode-drying oven to the required temperature for the period specified by the Engineer before these are used in erection work. All welders shall have electrodes drying portable oven at the work spot. The electrodes brought to the site will have valid manufacturing test certificate. The test certificate should have a co-relation with the lot number / batch number given on electrode packets. No electrodes will be used in the absence of above requirement. The thermostat and thermometer of electrode drying oven will be also calibrated and test certificate from Govt. approved / accredited test house traceable to National / International standards will be submitted to BHEL before putting the oven in use. The contractor shall also arrange periodical calibration for the same. Separate ovens shall be used for baking and holding.
- 15.5 All butt / fillet welds shall be subject to Non –Destructive testing as per the Drawing/Procedures/Welding Schedules/Documents at no additional cost.
- 15.6 The contractor shall also be equipped for carrying out other NDT like LPI /MPI / Hardness test etc. as required as per welding schedules / drawings within the finally accepted price / rates. Ultrasonic testing, wherever required, will be arranged by contractor within the quoted rate.
- 15.7 All charges towards testing of Welders for destructive and non-destructive test, testing and approval of welders for engaging in the erection work shall be borne by the contractor.

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CHAPTER XVI – PAINTING

16. PAINTING

BHEL/Customer Specification for Shop & Field Painting with regard to surface preparation and final painting with colour codes / scheme for surface preparation and finish paints coating including primer coating for shop and field painting will be given at site at the time of painting work.

Contractor shall carry out surface preparation and touchup painting works as per BHEL/Customer specification and instruction of BHEL engineer at site.

Touch-up Painting: All structures / components shall be supplied from BHEL with finish coats of paint. Therefore final painting is not applicable in the scope of contractor. However touch up painting (wherever required), incidental to the work, shall be in the scope of the contractor, including supply of the required paints and primers and associated consumables.

Though the final painting is not there in the scope of the contractor, in case any shop painted structure/component is required to be repainted due to the reasons attributable to the contractor such as Mis-handling, damage during erection process, other reasons incidental to the work etc, such re-painting/finish painting of the components/structures shall be in the scope of the contractor including the supply of paints and primers along with all required consumables & deployment of tools e.g wire brush, paint brush, Spray M/c, cleaning agents etc.

16.1 Scope of Contractor/BHEL regarding Supply of Paint & Paint application

S No	DESCRIPTION	BIDDER	Supply of Paints	REMARKS
a)	Surface preparation	Yes		Whenever required
b)	Preservation painting	Yes	BIDDER	Wherever applicable
c)	Touch up painting	Yes	BIDDER	Wherever applicable
g)	Painting of welded surface	Yes	BIDDER	Wherever applicable
l)	Supply of scaffoldings, platforms, structures & ropes etc	Yes	BIDDER	
m)	Supply of tools e.g wire brush, paint brush, Spray M/c, cleaning agents etc	Yes	BIDDER	
n)	Supply of Other Consumables	Yes	BIDDER	

16.2 **Primer Painting:** (wherever applicable incidental to touchup painting & preventive painting)

- After surface preparation, two coats of **epoxy resin based zinc primer** shall be applied. Dry film thickness of each coat shall be as per the recommendations of primer/paint manufacturer. Primer shall be applied by either spraying or bushing ensuring a continuous film without “holidays”. Primer coat shall be immediately applied without any time lag after the surface preparation.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

CHAPTER XVI – PAINTING

- b) Any equipment shall be carefully examined and where ever the primer coat is damaged shall be recoated with primer. However over the field welds, bolts and nuts etc. two primer coats as per a) shall be applied.

16.3 Finish Painting (wherever applicable incidental to touchup painting & preventive painting)

- a) After the primer coat has dried out, the surface shall be cleaned of dust without scratching or in any way damaging the primer coat. Over this, dry surface finish painting shall be carried out.
- b) Finish painting shall be carried out in two coats. Dry film thickness of each coat shall be as per the recommendation of the primer/paint manufacturer. Minimum thickness including primer and paint coating shall be as per specification.
- c) Paint shall be applied either by brushing or spraying. It shall be ensured that brush marks are a minimum and the requirements of workmanship are as specified in IS: 1477 (for site painting works on systems, structures and components).
- d) Paint used shall be stirred frequently to keep the pigment in suspension. Paint shall be of ready mixed type in original sealed containers as packed by the paint manufacturer. Addition of thinners shall not be permitted.
- e) No painting shall be done in frost/foggy weather or when the humidity is high enough to cause condensation on the surface to be painted. Paint shall not be applied when the temperature of the surface to be painted is 5° C or below.

16.4 Touch-up painting on damaged areas -

- a) For coatings damaged up to metal surface

Surface preparation shall be carried out by manual cleaning. Minimum 6 inches adjoining area with existing coating shall be roughened by wire brushing, emery paper rubbing etc., for best adhesion of patch primer. Primer coat of touch-up primer has to be applied by brush immediately after the surface preparation.

Over this primer coat, finish coat and final finish coat shall be applied as covered above by brush within maximum seven (7) days of application of touch up primer.

16.5 Painting of welded areas / painting of areas exposed after removal of temporary supports / touch-up painting on damaged areas of employer's structures, where inter-connection, welding / modification etc. has been carried out by the bidder.

Clean the surface to remove flux spatters and loose rust, loose coatings in the adjoining areas of weld seams by wire brush and emery paper.

(Painting procedure to be followed for touch-up painting on damaged areas.

16.6 Surface to be painted should be free of oil and grease. It should be removed by using suitable cleaning agents including permitted solvents. Surface cleaned by chemical agent, if required, shall be treated further as prescribed in use of such cleaning agents.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

CHAPTER XVI – PAINTING

- 16.7** During the preparation of surface, if the shop coat is damaged by chemical cleaning or by mechanical means, contractor shall repair the same free of cost.
- 16.8** Specified drying time shall be permitted from one to another coat.
- 16.9** This work requires working at higher altitudes from ground level to as high as 50 mtr and more. The work spread is also substantial involving substantial run of structures and piping. Contractor shall take sufficient precautions to avoid any accident and hazard in all respects. The ropes, ladders, scaffolding materials, clamps etc and climber used should be of standard quality for safe and smooth execution of work.
- 16.10** Contractor shall carry out the work in such a way that other erected equipment, structure, civil foundations and other property are not damaged. For damages in any of such cases due to lapses by Contractor, BHEL shall have the right to recover the cost of such damages from the Contractor.
- 16.11** Contractor shall take due care to cover/protect the equipment which are already painted while carrying out the painting of other adjacent equipment. If so happens, it shall be cleaned and repainted by the Contractor without any extra charges.
- 16.12** **Touch up painting** work shall be started after obtaining clearance from BHEL engineers and as per his instructions.
- 16.13** Acceptance of Final Painting for required thickness shall be as per the thickness measured by Elcometer by PVUNL/BHEL Engineer. Contractor shall have to carry out painting till the required thickness is achieved.

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CHAPTER XVII – BILL OF QUANTITIES AND % WEIGHTAGE OF INDIVIDUAL ITEMS

This Chapter consists of Part A & Part B of Volume II “Price bid”:

CONTENTS	
Description	Remarks
PART A: Instructions to the Bidders	Instructions
PART B: % weightage for amount of individual items of Schedule of quantity	Refer Latest Chapter-XVII of Vol-IA TCC (BILL OF QUANTITIES AND % WEIGHTAGE OF INDIVIDUAL ITEMS)
PART C: Total Lump Sum Price for entire scope of Work	This part is implanted in the E- Procurement portal entitled as “ Part-C of Vol-II Price Bid ”.

Part A: Instructions to the Bidders

- Bidders shall quote Total Lump-sum Price for the entire scope of work at the place implanted in the E-Procurement Portal titled as “Part-C of Vol-II Price Bid”.** Price mentioned elsewhere in the offer of the bidder shall be treated as Null and Void.
- BHEL has fixed the % weightages as in “Part-B” for the amount of individual items of Schedule of Quantity w.r.t. the total price of Price Bid Vol-II.
- Based on the pre-fixed % weightages, amount of individual items shall be derived by BHEL. This amount shall not be rounded off.
- Based on the quantities of individual item and the amount arrived in Sl No 3 above, item rate of individual items shall be derived by BHEL. This item rate shall be rounded off up to two decimal places and shall be used to calculate the total amount of an item.
- For the convenience of bidders, BHEL has issued an excel sheet with all requisite formulae as detailed above. ***However this excel sheet shall not form part of contract document. Further, this sheet should not be uploaded at the e-Portal.***
- Bidders to note that this is an ‘**Item rate contract**’. Payment shall be made for the actual quantities of work executed at the Unit rate arrived at as per serial no 4 above.

PART B: % weightage for amount of individual items of Schedule of quantity w.r.t. the total price (as quoted by the bidder in “Part C of Vol-II-Price Bid”)

Note: This Chapter-XI is uploaded separately as file titled ‘**Chapter XVII-BOQ and Percentage Weightage**’-2267.