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2012

NOTICE INVITING TENDER

(Document No. PS:MSX:NIT)

Bharat Heavy Electricals Limited



Ref: BHEL/ NR/SCT/KOSTI INFRA SERV/1053

Date: 22.01.17

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NOTICE INVITING TENDER (NIT)

NOTE: BIDDER MAY DOWNLOAD FROM WEB SITES

OR

PURCHASE TENDERS FROM THIS OFFICE ALSO

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To

Dear Sir/Madam

Sub : **NOTICE INVITING TENDER**

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

1.0 Salient Features of NIT

SL NO	ISSUE	DESCRIPTION
i	TENDER NUMBER	BHEL/ NR/SCT/KOSTI INFRA SERV/1053
ii	Broad Scope of job	"Maintenance of Infrastructure for BHEL Site at Kosti Thermal Power Station, Rabak, Kosti, Sudan"
iii	DETAILS OF TENDER DOCUMENT	
a	Volume-IA	<i>Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc</i> <i>Applicable</i>
b	Volume-IB	<i>Special Conditions of Contract (SCC)</i> <i>Applicable</i>
c	Volume-IC	<i>General Conditions of Contract (GCC)</i> <i>Applicable</i>
d	Volume-ID	<i>Forms and Procedures</i>
e	Volume-II	<i>Price Schedule (Absolute value).</i> <i>Applicable</i>
iv	Issue of Tender Documents	<p>Start : 22 /01/2017 , Time :9:00 am Closes: 12/02/2017 , Time : 3:00 pm</p> <p>From BHEL website (www.bhel.com), CPP Portal (eprocure.gov.in) & BHEL PSNR Website (www.bhelpsnr.co.in) Tender documents will be available for downloading from website till due date of submission</p> <i>Applicable</i>
v	DUE DATE & TIME OF OFFER SUBMISSION	<p>Date : 12 /02/ 2017 , Time : 3:00 pm Place : M/s BHARAT HEAVY ELECTRICAL LTD. 4 X 125 MW KOSTI THERMAL POWER STATION SUDANES THERMAL POWER GENERATION COMPANY (STPG)</p> <i>Applicable</i>

		ADJACENT TO THE RABAK-SINNAR HIGHWAY RABAK, KOSTI, WHITE NILE STATE. CONTACT PERSON: SH RAJESH PARIHAR- 00249 123577 221, SITE MANAGER	
vi	OPENING OF TENDER	After receipt of offers, same shall be sent to BHEL India office for opening.	<i>Applicable</i>
vii	EMD AMOUNT	SDG 11,135	<i>Applicable</i>
viii	COST OF TENDER	-	<i>Not Applicable</i>
ix	LAST DATE FOR SEEKING CLARIFICATION	<i>Date: 5 days from latest bid submission date Along with soft version also, addressing to undersigned & to others as per contact address given below</i>	<i>Applicable</i>
x	SCHEDULE OF Pre Bid Discussion (PBD)		<i>Not applicable.</i>
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)		<i>Not Applicable</i>
xii	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com -->Tender Notifications →View Corrigendums) and not in the newspapers . Bidders to keep themselves updated with all such information	

- 2.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly signed & stamped on each page, as part of offer. **Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form in the techno-commercial offer other than the Price Bid, shall not be entertained.**
- 3.0 Unless specifically stated otherwise, bidder shall remit cost of tender and courier charges if applicable, in the form of Demand Draft drawn in favour of Bharat Heavy Electricals Ltd, payable at Power Sector Regional HQ at Noida 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; and in such case copy of Cash receipt is to be enclosed with the Techno Commercial offer. Sale of tender Documents shall not take place on National Holidays, holidays declared by Central or State Governments and BHEL PS HQ at Noida, Sundays and second/ last Saturdays
- 4.0 Unless specifically stated otherwise, bidder shall deposit EMD through Cash Deposit (as permissible under the extant Income Tax Act) (before tender opening), Electronic Fund Transfer credited in BHEL account (before Tender Opening) or Banker's Cheque/ Demand Draft/ Pay Order in favour of Bharat Heavy Electricals Ltd, (along with offer).

'One Time EMD' will not be considered for this tender. All the bidders who have 'One Time EMD' with BHEL and want to participate in this tender, would also submit the requisite amount of EMD as mentioned in Clause No. 1, Salient Features of NIT, Sl. No. (vii) above.

However, the One Time EMD can be adjusted against the EMD applicable against this tender on specific request of bidder.

For Electronic Fund Transfer the details are as below:-

a) **Name of the Beneficiary** -: Bharat Heavy Electricals Limited

b) **Bank Particulars**

i).	Bank Name :-	STATE BANK OF INDIA
ii).	Bank Telephone No.(with STD code):-	011-23352180
iii).	Branch Address:-	CAG BRANCH, NEW DELHI
iv).	Bank Fax No. (with STD code) :-	011-23353101
v).	Branch Code :-	SBIN0009996
vi).	9 Digit MICR Code of the Bank Branch :-	110002201
vii).	Bank Account Number :-	10813608647
viii).	Bank Account Type :-	CASH CREDIT
ix).	11 Digit IFSC Code of Beneficiary Branch:-	SBIN0009996

(Note:- In case of E-Tenders, no paper bids shall be accepted, therefore, the scanned copy of the Banker's Cheque/ Demand Draft/ Pay Order/ Details of payment made through Electronic Fund Transfer should be uploaded in the E-Procurement Portal and hard copy of the same should reach BHEL-PSNR HQ Noida before the due date and time of bid submission. BHEL shall not be responsible for postal or any other delays in this regard.)

For other details please refer General Conditions of Contract.

5.0 **Procedure for Submission of Tenders:** The Tenderers must submit their Tenders to Officer inviting Tender, as detailed below:

- PART-I consisting of 'PART-I A (Techno Commercial Bid)' & 'PART-I B (EMD/COST of TENDER)' in two separate sealed and superscribed envelopes (ENVELOPE-I & ENVELOPE-II)
- PART-II (Price Bid) – in sealed and superscribed envelope (ENVELOPE-III)
- One set of tender documents shall be retained by the bidder for their reference

6.0 The contents for ENVELOPES and the superscription for each sealed cover/Envelope are as given below.
(All pages to be signed and stamped)

Sl no	Description	Remarks
	Part-I A	
	ENVELOPE – I superscribed as : PART-I (TECHNO COMMERCIAL BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING:-	
i.	Covering letter/Offer forwarding letter of Tenderer.	
ii.	Duly filled-in 'No Deviation Certificate' as per prescribed format to be placed after document under sl no (i) above. Note: a. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be placed after document under sl no (i) above. It shall be specifically noted that deviation recorded elsewhere shall not be	

	entertained. b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding. i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender	
iii.	Supporting documents/ annexure/ schedules/ drawing etc as required in line with Pre-Qualification criteria. It shall be specifically noted that all documents as per above shall be indexed properly and credential certificates issued by clients shall distinctly bear the name of organization, contact ph no, FAX no, etc.	
iv.	All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc pertinent to this NIT.	
v.	Integrity Pact Agreement (Duly signed by the authorized signatory)	If applicable
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 – II (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item	
xiii.	Any other details preferred by bidder with proper indexing.	

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

	PART-II	
	PRICE BID consisting of the following shall be enclosed	
	<u>ENVELOPE-III</u> superscribed as: PART-II (PRICE BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:	

	CONTAINING THE FOLLOWING	
i	Covering letter/Offer forwarding letter of Tenderer enclosed in Part-I	
ii	Volume II – PRICE BID (Duly Filled in Schedule of Rates – rate/price to be entered in words as well as figures)	

	OUTER COVER	
	ENVELOPE-IV (MAIN ENVELOPE / OUTER ENVELOPE) superscribed as: TECHNO-COMMERCIAL BID, PRICE BID & EMD TENDER NO: NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION:	
	CONTAINING THE FOLLOWING:	
i	<ul style="list-style-type: none"> ○ Envelopes I ○ Envelopes II ○ Envelopes III 	

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

- 7.0 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).
- 9.0 **Not Used:**
- 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, 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 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 Clause No. 1, Salient Features of NIT, Sl. No. (xi) above.**

15a. **Integrity Pact (IP)**

1. IP is a tool to ensure that activities and transactions between the Company and its Bidders / Contractors are handled in a fair, transparent and corruption free manner. A panel of Independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL.

The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno-commercial bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification. Details of IEM for this tender is given at point 1(xi) above.

2. 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 the IEM mentioned in the tender.

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.

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), 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 authorised representative to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful/Disqualified bidders under intimation to the respective bidders.

18.0 Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.

19.0 Not used

20.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.

21.0 In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.

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

23.0 **Not used**

- 24.0 The bidder shall submit documents in support of possession of 'Qualifying Requirements' duly self-certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.
- 25.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 26.0 The offers of the bidders who are on the banned/ hold list as also the offer of the bidders, who engage the services of the banned/ hold firms, shall be rejected. The list of **banned/ hold firms** is available on BHEL web site www.bhel.com.
- 27.0 It may please be noted that **guidelines/rules** in respect of Suspension of Business dealings', 'Vendor evaluation format', 'Quality, Safety & HSE guidelines', milestone/ completion certificate, etc may **undergo change** from time to time and the latest one shall be followed. The abridge version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' is available on www.bhel.com on "**supplier registration page**".

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 website (www.bhel.com).

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

27.1.1 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.

27.1.2 Commitment by Bidder/ Supplier/ Contractor:

- (i) 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.
- (ii) 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 connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.
- (iii) 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 prices 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 extent guidelines of the company available on www.bhel.com and / or under applicable legal provisions.

28.0 Micro and Small Enterprises (MSE)

Any Bidder falling under MSE category, shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.

Type under MSE	SC/ST owned	Others
Micro		
Small		

Note: - If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.

- a) MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either Udyog Aadhaar 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 attested copy of a CA certificate (format enclosed as Annexure – 3) where deemed validity of EM-II certificate of five years has expired applicable for the last audited financial year. Date to be reckoned for determining the deemed validity will be the last date of Technical Bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are 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.
- b) MSEs shall be exempted from payment of tender fee.
- c) MSEs shall be exempted from payment of earnest money at the time of tender deposit. However, there is no exemption of security deposit submission.
- d) Participating MSEs quoting price within price band of L1+15 % shall be considered for award of complete scope of work by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE. In case of more than one such MSE, MSE with lowest price shall be given the first option to match the L1 price. However, MSEs owned by the Scheduled Caste or the Scheduled Tribe entrepreneurs shall be given the preference for matching the L1 price irrespective of their standing in comparative statement of MSE bidders within price band of L1+15 %.

29.0 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.

30.0 Order of Precedence

In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:

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

for BHARAT HEAVY ELECTRICALS LTD
(SCT)

Enclosure:-

- (i) Annexure-1: Pre Qualifying criteria.
- (ii) Annexure-2: Check List.
- (iii) Annexure-3: Chartered Accountant certificate for MSMED
- (iv) Annexure-4: Feedback Form
- (v) Other Tender documents as per this NIT.

ANNEXURE - 1**PRE QUALIFYING REQUIREMENTS**

JOB	"Maintenance of Infrastructure for BHEL Site at Kosti Thermal Power Station, Rabak, Kosti, Sudan"
TENDER NO	BHEL/ NR/SCT/KOSTI INFRA SERV/1053

SL NO.	Name and Description of qualifying criteria	Bidders claim in respect of fulfilling the PQR Criteria	
			Page no. of supporting document
A	Submission of Integrity Pact duly signed	Not Applicable	
B	Assessment of Capacity of Bidder to execute the work as per sl. no. 9 of NIT	Not Applicable	
C	<u>Technical</u>	Applicable	
C-1	<u>Bidder who wish to participate should have:</u> Experience of having successfully executed ' Similar Work ' during last 7 years from latest date of bid submission as detailed below:		
C-1.1	One (01) work of value not less than the amount equal to SDG 445,368/- .		
	OR		
C-1.2	Two (02) works each of value not less than the amount equal to SDG 278,355/- .		
	OR		
C-1.3	Three (03) works each of value not less than the amount equal to SDG 222,684/- .		
D	<u>FINANCIAL</u>	Applicable	
D-1	<u>TURNOVER</u> Bidders must have achieved an average annual financial turnover (Audited) of SDG 167,013/- or more over last three Years (FY) i.e. 2013, 2014, 2015. Bidder shall submit audited accounts (balance sheets and profit & loss account) in support of this. In case audited financial statements have not been submitted for all the three years as indicated above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years. 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/ Certified Public Accountant..		
D-2	<u>NET WORTH</u> Net worth (only in case of companies) of the Bidder should be positive. Net worth shall be calculated based on the latest Audited Accounts as furnished for 'D-1' above. Net Worth = Paid up share capital* + Reserves.		

	(* : Share Capital OR Partnership Capital OR Proprietor Capital as the case may be)		
D-3	<p><u>PROFIT</u></p> <p>Bidder must have earned profit in any one of the three financial years as applicable in the last three financial years as furnished for 'D-1' above.</p> <p>Profit shall be PBT earned during any one year of last three financial years as in 'D-1' above.</p>		
E	Approval of Customer	Not Applicable	
F	Consortium Criteria	Not Applicable	
	<p><u>Explanatory Notes</u></p> <ul style="list-style-type: none"> • Relevant documents, meeting above requirements shall be submitted by bidders. • The word 'Similar Work' means work of "Supply of Vehicles and skilled/unskilled manpower" • Time period for achievement of the Qualification Requirements is in the last 7 years ending on the 'latest date of Bid Submission' of Tender. • For Sl no C, actual executed value shall be considered ,irrespective of completion status of contract(s) under consideration. 		

BIDDER SHALL SUBMIT ABOVE PRE-QUALIFICATION CRITERIA FORMAT, DULY FILLED-IN, SPECIFYING RESPECTIVE ANNEXURE NUMBER AGAINST EACH CRITERIA AND FURNISH RELEVANT DOCUMENT INCLUSIVE OF WORK ORDER AND WORK COMPLETION CERTIFICATE ETC IN THE RESPECTIVE ANNEXURES IN THEIR OFFER.

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:	
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	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 Authorised Signatory	Applicable/ Not Applicable	YES/NO
12	No Deviation Certificate	Applicable/ Not Applicable	YES/NO
13	Declaration confirming knowledge about Site Conditions	Applicable/ Not Applicable	YES/NO
14	Declaration for relation in BHEL	Applicable/ Not Applicable	YES/NO
15	Non Disclosure Certificate	Applicable/ Not Applicable	YES/NO
16	Bank Account Details for E-Payment	Applicable/ Not Applicable	YES/NO
17	Capacity Evaluation of Bidder for current Tender	Applicable/ Not Applicable	YES/NO
18	Tie Ups/Consortium Agreement are submitted as per format	Applicable/ Not Applicable	YES/NO

19	Power of Attorney for Submission of Tender/Signing Contract Agreement	Applicable/ Not Applicable	YES/NO
20	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)

ANNEXURE - 3**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 (i.e. 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.....Lacs

- 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.....Lacs

(Strike off which is not applicable)

The above investment of Rs.....Lacs is within permissible limit of
 Rs.....Lacs 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

ANNEXURE – 4**Feedback Form: From where did you get information reg. this tender**

1	NEWSPAPER ADVERTISEMENT (NAME)	
2	BHEL WEBISTE (TENDER NOTIFICATION)	
3	CENTRAL PUBLIC PROCUREMENT PORTAL OF GOVERNMENT OF INDIA (CPP PORTAL)	
4	EMAIL COMMUNICATION FROM BHEL	
5	ANY OTHER SOURCE	

TECHNICAL CONDITIONS OF CONTRACT (TCC)

TECHNICAL CONDITIONS OF CONTRACT (TCC)

**NAME OF WORK: Maintenance of
Infrastructure for BHEL Site at Kosti
Thermal Power Station, Rabak, Kosti,
Sudan.**

**BHARAT HEAVY ELECTRICALS
LIMITED**



TECHNICAL CONDITIONS OF CONTRACT (TCC)

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Chapter- I: Project Information

Kosti Thermal Power Project with 4x125 MW Thermal units having gas/oil fired boilers & aux., steam turbine generators & aux., BFPs, switchyard etc. is executed on EPC basis by BHEL at Sudan. The owner of the Project is National Electricity Corporation (NEC), Sudan, which is a Govt. of Sudan entity. The plant will supply electricity to South & West Sudan.

Kosti lies south of Khartoum (Capital of Sudan) on an Asphalt road with latitude 13.10 N and longitude 090.14E. The Kosti site is centrally located just 350 KM south of Khartoum. The river Nile is passing near by and the site has easy connectivity by road and rail. Distance of project site from Port of Sudan (only port in Sudan) is 1200 km and the project site is about 600 Mtrs. from Highway.

Temperature Data:

- (a) Maximum ambient temperature : 45 Deg C
- (b) Minimum ambient temperature : 16 Deg C

Mean(Design) annual humidity:

- (a) Maximum 71% in August
- (b) Minimum 26% in April

Wind Data:

- (a) Maximum speed of wind 11 Km/h
- (b) Wind direction is Southern (May to September) and Northern in the rest of the year.

Note:- The bidder is advised to visit and examine the site of WORKS and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into the CONTRACT. All costs for and associated with site visits shall be borne by the bidder.

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Chapter- II: Scope of Work

2.0	GENERAL SCOPE OF WORK
2.1	<p>The tender specification covers all the works for “Maintenance of Infrastructure for BHEL Site at Kosti Thermal Power Station, Rabak, Kosti, Sudan.”</p> <p>The scope under this tender includes supply and providing Vehicle and required Manpower as per mentioned in the BOQ cum Rate Schedule for facilitating services in a satisfactory workmanship like manner etc.</p>
2.2	<p>The complete works shall be carried out as per BOQ cum Rate schedule. If any work covered in the scope of contract cannot be executed using items available in BOQ, additional / extra items shall be made and rates for such items shall be worked out as per GCC clause 2.15.7. However contractor shall be bound to execute all the works under the scope of the contract and decision whether an extra item is applicable or not, shall be taken by BHEL Engineer, which shall be binding on the contractor.</p>
2.3	<p>Quantities mentioned in the BOQ cum Rate Schedules, are approximate only and liable for variation due to change of scope of work / variation in schedule of quantities, changes in design etc. The contractor shall carry out all the works up to a variation of $\pm 25\%$ (plus or minus twenty-five percent) on the tendered value of the contract and all tendered rates shall remain firm within this limit. The tenderers shall undertake to execute actual quantities as per advice of BHEL Engineer and accordingly the final contract price shall be worked out on the basis of quantities actually executed at site and payments will also be regulated for the same.</p>
2.4	<p>The bidder shall quote for the services and shall provide all, tools and plants, tackles, materials, transport, labour, supervision and maintenance till completion of contract including insurance etc.</p> <p>Any activity which is necessarily required for satisfactory execution of any item of BOQ in line with technical specifications shall be deemed to be included in BOQ item even if it is not described in the item description and no extra payment shall be made against such activity.</p>
2.5	<p>Engineer-in-charge’s decision regarding clarification of items in the schedule with respect to other sections of the contract shall be final and binding on the contractor. All above jobs shall be executed as per BHEL Engineer’s instructions, drawings, detailed specifications and respective BOQ cum Rate Schedule.</p>
2.6	<p>The Contractor has to submit the proposed Manpower and T&P Deployment Schedule along with the Technical Bid.</p>

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Chapter- III: Facilities in the scope of Contractor/BHEL (Scope Matrix)

Sl. No.	Description	Scope / to be taken care by		Remarks
		BHEL	Bidder	
3.1.0	<u>ESTABLISHMENT</u>			
3.1.1	FOR CONSTRUCTION PURPOSE:			
A	OPEN SPACE FOR OFFICE	Yes		Limited space (free of charge) As and where available.
B	OPEN SPACE FOR STORAGE	Yes		Limited space (free of charge) As and where available.
C	CONSTRUCTION OF BIDDER'S OFFICE, INCLUDING SUPPLY OF MATERIALS AND OTHER SERVICES		Yes	As applicable
D	EQUIPMENT AND CONSUMABLE FOR BIDDER'S OFFICE ETC.		Yes	
E	CANTEEN FACILITIES FOR THE BIDDER'S STAFF, SUPERVISORS ETC.		Yes	
F	FIRE FIGHTING EQUIPMENT LIKE BUCKETS, EXTINGUISHERS ETC. IN BIDDER OFFICE.		Yes	
G	FENCING OF STORAGE AREA, OFFICE, CANTEEN ETC. OF THE BIDDER		Yes	
3.1.2	FOR LIVING PURPOSES FOR OF THE BIDDER'S STAFF, SUPERVISORS ETC			
A	OPEN SPACE	NA	Yes	Contractor have to make their own arrangement outside plant boundary.
B	LIVING ACCOMMODATION		Yes	
3.2.0	ELECTRICITY			

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter- III: Facilities in the scope of Contractor/BHEL (Scope Matrix)

Sl. No.	Description	Scope / to be taken care by		Remarks
		BHEL	Bidder	
3.2.1	ELECTRICITY FOR THE OFFICE ETC. OF THE BIDDER WHICH INCLUDE:	Yes		Electricity shall be made available free of cost by BHEL.
3.2.1.1	DISTRIBUTION FROM SINGLE POINT INCLUDING SUPPLY OF MATERIALS AND SERVICE FOR BIDDER OFFICE.		Yes	As applicable.
3.2.1.2	SUPPLY, INSTALLATION AND CONNECTION OF MATERIAL OF ENERGY METER INCLUDING OPERATION AND MAINTENANCE IN BIDDER OFFICE.		Yes	
3.2.1.3	DUTIES AND DEPOSITS INCLUDING STATUTORY CLEARANCES FOR THE ABOVE		Yes	
3.2.2	ELECTRICITY FOR LIVING ACCOMMODATION OF THE BIDDER'S STAFF, SUPERVISORS ETC ON THE ABOVE LINES.		Yes	Contractor have to make their own arrangement
3.3.0	WATER SUPPLY			
3.3.1	FOR CONSTRUCTION PURPOSES:			
3.3.1.1	MAKING THE WATER AVAILABLE AT SINGLE POINT FOR BIDDER OFFICE	Yes		Water shall be made available free of cost by BHEL.
3.3.1.2	FURTHER DISTRIBUTION AS PER THE REQUIREMENT OF WORK INCLUDING SUPPLY OF MATERIALS AND EXECUTION		Yes	As applicable
3.3.2	WATER SUPPLY FOR BIDDER'S OFFICE ETC.		Yes	

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter- III: Facilities in the scope of Contractor/BHEL (Scope Matrix)

Sl. No.	Description	Scope / to be taken care by		Remarks
		BHEL	Bidder	
3.3.2.1	MAKING THE DRINKING WATER AVAILABLE AT SINGLE POINT		Yes	Contractor have to make their own arrangement
3.3.2.2	FURTHER DISTRIBUTION AS PER THE REQUIREMENT OF WORK INCLUDING SUPPLY OF MATERIALS AND EXECUTION FOR BIDDER OFFICE		Yes	As applicable
3.4.0	LIGHTING			
3.4.1	FOR CONSTRUCTION WORK (SUPPLY OF ALL THE NECESSARY MATERIALS) 1. Bidder office 2. At the construction site /area		Yes	As applicable
3.4.2	LIGHTING FOR THE LIVING PURPOSES OF THE BIDDER AT THE COLONY / QUARTERS		Yes	Contractor have to make their own arrangement
3.5.0	COMMUNICATION FACILITIES FOR SITE OPERATIONS OF THE BIDDER			
3.5.1	TELEPHONE, FAX, INTERNET, INTRANET, E-MAIL ETC.		Yes	
3.6	PERIODIC VISIT OF THE SENIOR OFFICIAL OF THE BIDDER TO SITE, 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	

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Chapter- IV: T&Ps and MMEs to be deployed by Contractor

A	<u>TOOL & PLANTS (T&Ps)</u>- INDICATIVE LIST OF T & Ps
Sl. No.	EQUIPMENT
1	As per BOQ cum Rate Schedule
NOTE S:	<p>1 The above list is only indicative and these T&Ps may not be required for entire contract period but contractor will ensure that these T & Ps are provided as per need. Contractor will assess actual quantity and period of requirement based on his experience. Contractor has to mobilize / maintain adequate numbers of equipment for meeting the work schedule and intermediate milestones as notified by BHEL Engineer.</p> <p>2 Other terms and conditions regarding T&Ps / MMEs please also refer clause for T&Ps &MMEs in SCC.</p> <p>3 All the tools and plants required for this scope of work are to be arranged by the contractor within the quoted rates. The list is suggestive in nature. Any additional T&Ps required to be arranged by the contractor.</p> <p>4 If work gets delayed due to non-availability of T&Ps, BHEL reserves the right to get the work done at the risk and cost of contractor without prejudice to rights of BHEL as in GCC.</p>

NOT APPLICABLE

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Chapter- VI: Time Schedule

TIME SCHEDULE	
6.0	MOBILIZATION, TIME SCHEDULE, CONTRACT PERIOD AND GRACE PERIOD
6.1	INITIAL MOBILIZATION Contractor shall mobilize necessary resources within 1 week (7 days) of issue of Letter of Award (LOA) or as per the directive of Project Manager / Construction Manager. Such resources shall be progressively augmented to match the schedule of milestones as directed by BHEL Engineer.
6.2	START DATE / ZERO DATE The schedule date of start of work shall be the date after 1 week (7 days) of issue of LOA. The Actual Date of Start of Contract Period (Zero Date) shall be date of handing over of site to contractor for work and shall be certified by the BHEL Engineer.
6.3	COMPLETION PERIOD Entire work as detailed in tender specification shall be completed in 11 months from the actual date of start of contract period (Zero Date).
6.4	In case due to reasons not attributable to the contractor, the work gets delayed and scheduled completion gets extended, time extension will be accordingly granted by BHEL.
6.5	The work under the scope of this contract is deemed to be completed in all respects, only when all the works are carried out as per satisfaction of BHEL. The decision of BHEL on completion date shall be final and binding on the contractor.
6.6	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.
6.7	<u>CONSEQUENCE OF DELAY</u> In case of delay in completion is attributable to the contractor, BHEL may impose LD on the contractor as per GCC.

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter- VII: Terms of Payment

7.0	TERMS OF PAYMENT
7.1	The 'Engineer' will certify regarding the actual work executed in the measurement books and bills, which shall be accepted by the contractor in measurement book.
7.2	The Contractor shall be paid monthly running bill as per chapter – X of SCC and Clause Nos. 2.22 & 2.23 of GCC. The format for billing shall be approved by BHEL before raising invoices.
7.3	The contractor on certification of the BHEL Engineer at site is entitled for payments of his running bills which shall be subject to any deduction/retention specifically under clauses 2.22 of GCC and 10.0 of SCC.
7.4	Interest bearing recoverable advance: Not Applicable
7.5	OVERRUN COMPENSATION & PRICE ESCALATION: Bidders may note that over run compensation & price escalation will not be payable whatsoever reasons may be.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter- VIII: Taxes & Duties

8.0	TAXES & DUTIES (SERVICE PORTION)
8.1.1	The contractor shall pay all (save the specific exclusions as enumerated in this contract) taxes, fees, license charges, deposits, duties, tools, royalty, commissions or other charges which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit.
8.1.2	The bidder shall quote their rates inclusive of all taxes/ duties applicable for this work, except otherwise expressly set forth herein. The Contractor shall be responsible for paying any and all Taxes/Duties assessed on the Contractor, its Sub-Contractor and Suppliers or their respective employees.
8.1.3	Taxes as required to be deducted at source as per Local Sudanese Laws, if any, at prevailing rates shall be deducted on gross invoice value from the running bills unless Exemption Certificate from appropriate Tax Authority is furnished
8.2	Income Tax and Surcharge:
8.2.1	Income tax and Surcharge, if any at prevailing rates shall be deducted on gross invoice value from the running bills unless Exemption Certificate from appropriate Income Tax Authority is furnished.
8.3	Modalities of Tax Incidence on BHEL
8.3.1	Wherever the relevant tax laws permit more than one option or methodology for discharging the liability of tax/levy/duty, BHEL will have the right to adopt the appropriate one considering the amount of tax liability on BHEL/Client as well as procedural simplicity with regard to assessment of the liability. The option chosen by BHEL shall be binding on the Contractor for discharging the obligation of BHEL in respect of the tax liability to the Contractor.
8.4	New Taxes/Levies
8.4.1	In case the Government imposes any new levy/tax on the output service/ goods/work after award of the contract, the same shall be reimbursed by BHEL at actual.
8.4.2	In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer, the Bidder/Contractor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of Price Bid. Claim for any such impact after opening the Price Bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter- IX: Materials and Other Requirements

9.0	LABOUR, SUPERVISORY STAFF and VEHICLE CONDITION
9.1	Labour and Supervisory Staff:
9.1.1	The contractor shall engage experienced supervisory staff and especially skilled labour e.g. drivers, cooks, helpers etc. for works under this contract.
9.1.2	The supervisory staff employed by the contractor shall ensure proper out-turn of work and discipline on the part of the labour put on the job. The contractor in general shall ensure that the works are carried out in a safe and proper manner and in coordination with staff employed directly by BHEL or other contractors of BHEL or BHEL's client / other agency.
9.1.3	The contractor and his personnel shall cooperate with other personnel. The contractor will coordinate his work with others and proceed in a manner that shall not delay or hinder the progress of work as a whole.
9.1.4	The month wise manpower deployment plan to be submitted as per format (at Annexure-C to general conditions of contract) is only to assess the capability as well as understanding of the contractor to execute the work. It shall be the contractor's responsibility to deploy the required manpower, for timely and successful completion of the job, to any extent over and above those indicated in the above deployment plan (including those which are not covered in the plan submitted) without any compensation on this account.
9.2	Vehicle Condition:
9.2.1	The vehicle(s) should be fully Air-Conditioned with 1+4 seating capacity, with all the statutory requirements complete.
9.2.2	The vehicle must be in excellent running condition & well maintained.
9.2.3	All Statutory Documents such as Registration Certificates, Insurance, and Driving License etc. must be available at all time.
9.2.4	The vehicle should always be maintained in good running condition and free from break down. Proper Maintenance of the vehicle shall be arranged by the owner/agency at his own cost. The interiors of the vehicle must be neat, tidy, soothing, aesthetic & good looking. Proper cleanliness, odor & insect free environment is to be maintained.
9.2.5	In any case of accident or damage, BHEL will not be responsible for any loss and same to be settled by Bidder/Owner only.
9.2.6	In case of any break down, alternative vehicle must be provided within reasonable time without any extra cost.
9.2.7	The Driver must have valid Driving License with good track record and he should be well mannered, honest, obedient & decent and dressed appropriately at all times. The Driver must be punctual for the duty and must have a Mobile Phone in operating condition during duty hours. Boarding & Lodging, Medical and Other Incidental Expenses of the Driver shall be arranged and borne by the Owner/Agency at their own cost.
9.2.8	Normal Duty Hours shall be 12 Hours per Day. However, the Vehicle with the Driver should be ready & available for Duty at any time on any day including Sundays/Holidays.

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Chapter- IX: Materials and Other Requirements

9.2.9	Overtime Charges shall be payable for Duty beyond Normal Duty Hours @ 25 SDG per hour, No overtime shall be paid for normal Duty on Sundays/Holidays. Night Halt Charges @100 SDG per Night shall be payable for stay beyond mid night however, it will be payable only on Outstation duty.
9.2.10	Parking Fee, Toll Tax, other state entry tax etc. shall be reimbursed at actual on submission of its receipts in original along with bill.
9.2.11	Log Book shall be arranged by Owner/Agency and it should be the responsibility of the driver to get the log book duly filled and signed by BHEL Officials.
9.2.12	In case of absence of regular Driver, alternative driver must be provided within reasonable time without any extra cost.
9.2.13	No advance payment shall be made in any case, and the owner/agency must keep sufficient fund for running the vehicle.
9.2.14	Payment of salary & other perks to the driver and maintenance of the vehicle shall be arranged by the owner/agency at their own cost.
9.2.15	The services of vehicle may be terminated from any side by giving the 30 day advance notice.
9.2.16	Fuel shall be paid extra at 08 km per litre at prevailing market rate.
9.2.17	Bill along with Relevant Log Book Sheets/Duty Charts duly verified by BHEL Official & Receipts of Parking Fees/Toll Taxes/Other State entry Tax shall be submitted for release of payment
9.2.18	No deduction shall be made from the Monthly Bill in case the vehicle is not required for duty on Holidays/Sundays or any other day and Intervening Non-working Sundays/Holidays shall also be included in the period of duty.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter- X: Other Important Conditions

10.0	EXECUTION OF WORK
10.1	The work shall be executed in a workman like manner and to the entire satisfaction of the BHEL Engineer and as per technical specification issued with tender, as applicable. In case of conflict, the decision of the BHEL Engineer shall be final & binding.
10.2	NUISANCE
10.2.1	The Contractor shall not at any time do, cause or permit any nuisance on Site or do anything which shall cause unnecessary disturbance or inconvenience to owners, tenants or occupiers of other properties near the Site and to the public generally.
10.3	COMPLETION OF WORK
10.3.1	The works shall be completed to the entire satisfaction of the BHEL Engineer and in accordance with the completion schedule as specified in the Contract, and all unused stores and materials, tools, plant, equipment, temporary buildings, site office, labour hutments and other things shall be removed and the site and work cleared of rubbish and all waste materials and delivered up clean and tidy to the satisfaction of the BHEL Engineer at the Contractor's expenses.
10.3.2	BHEL shall have power to take over from the Contractor from time to time such sections of the work as have been completed to the satisfaction of the BHEL Engineer.
10.4	HSE& OHSAS:
10.4.1	BHEL, Power Sector Regions (PSNR) are each certified for ISO 9001. Quality of work to customer's satisfaction and fulfillment of system requirements are the essence of ISO 9001 certification. BHEL, PS Regions have HSE certification (ISO 14001 & OHSAS 18001) and therefore Contractor also shall organise/ plan/ perform all their activities to meet with the applicable requirements of these standards.
10.4.2	MOBILISATION OF MANPOWER BY SUBCONTRACTOR <ul style="list-style-type: none">• The subcontractor shall arrange induction and regular health check of their employees as per applicable local laws in Sudan.• The subcontractor shall take special care of the employees affected with occupational diseases as per applicable local laws in Sudan. The employees not meeting the fitness requirement should not be engaged for such job.• Appropriate accommodation to be arranged for all workmen in hygienic condition.
10.4.3	Bidder shall be governed by 'Confidentiality' clause. Bidder shall not in any manner, misuse the data/ Information. Bidder is to abide by Local Govt. statutory regulations and inform himself of local state requirements. Bidder is to coordinate in association with BHEL and customer at site. Bidder is also to follow Health, Safety and Environment (HSE) regulations in force at project.
10.4.4	The Contractor shall ensure that the Health, Safety and Environment (HSE)

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter- X: Other Important Conditions

	requirements are clearly understood & faithfully implemented at all levels at site.
10.4.5	The Contractor shall adhere consistently to all provisions of HSE requirements. In case of non-compliance or continuous failure in implementation of any of HSE provisions, BHEL / Owner may impose stoppage of work without any Cost & Time implication to BHEL / Owner and / or impose a suitable penalty for non-compliance with a notice of suitable period. The decision of imposing stoppage of work, its extent & minority penalty shall rest with BHEL / Owner & binding on the Contractor.
10.4.6	All fatal accidents and other personnel accidents shall be investigated by a team of Contractor's senior personnel for root cause & recommended corrective and preventive actions. Findings shall be documented and suitable actions taken to avoid recurrences shall be communicated to BHEL / Owner. BHEL / Owner shall have the liberty to independently investigate such occurrences and Contractor shall extend all necessary help and co-operation in this regard.
10.4.7	Contractor has to maintain contact with local hospital required during emergency.
10.4.8	The contractor shall not employ any employee less than 15 years of age in pursuant to ILO convention. If any child labour were found to have been engaged, the Contractor shall be levied with expenses of bearing his education expenditure which will include stipend to substantiate appropriate education or employ any other member of family enabling to bear the child education expenditure.
10.4.9	The contractor shall not engage Forced/ Bonded Labour and shall abide by abolition of Bonded Labour System (Abolition) Act, 1976.
10.5	DISCREPANCIES AND ADJUSTMENT OF ERRORS:
10.5.1	The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawings and figures dimensions in preference to scale and special conditions in preference to general conditions.
10.5.2	In case of discrepancies between schedules of quantities, the specification and / or the drawings, the following order of preference shall be observed: (a) Description in schedule of quantities. (b) Technical Conditions of Contract (c) Technical Specifications / Standard Specifications (d) Special Conditions of Contract (e) General conditions of contract
10.5.3	If there are varying or conflicting provisions made in any one document forming part of the contract, the BHEL Engineer shall be the deciding authority

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Chapter- X: Other Important Conditions

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

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Chapter- XI: Annexures

Annexure (A1): BOQ cum Rate Schedule for the Work of “Maintenance of Infrastructure for BHEL Site at Kosti Thermal Power Station, Rabak, Kosti, Sudan.”

Sl. No.	Particulars	Amount in SDG
1.	Lumpsum amount for the Work of “Maintenance of Infrastructure for BHEL Site at Kosti Thermal Power Station, Rabak, Kosti, Sudan.”	A

Detail will be calculated as per below Table

SL NO	ITEM	UOM	QTY	RATE PER UOM (SDG)	TOTAL (SDG)
1	Car	Vehicle Month	22	$(184836 * A) / 10000000$	
2	Security	Man Month	22	$(33949 * A) / 10000000$	
3	Skilled manpower	Man Month	22	$(113165 * A) / 10000000$	
4	Unskilled manpower	Man Month	33	$(33949 * A) / 10000000$	
5	Maintenance man	Man Month	11	$(41494 * A) / 10000000$	
6	Supervisor	Man Month	11	$(49038 * A) / 10000000$	
7	Visa /person/service	Man Month	11	$(52810 * A) / 10000000$	
GRAND TOTAL (SDG)					

NOTES:

1. Fuel For Car will be paid extra based on the distance travelled (Cl 9.2.16 of TCC)
2. The deployment plan for the above services is attached
3. Evaluation of bids shall be done on total price **(A)** against this Rate Schedule.

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Chapter- XI: Annexures

Annexure (A2): Tentative Deployment Plan

Sl. No.	Item	Unit	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	TOTAL
1	Car	Vehicle Month	2	2	2	2	2	2	2	2	2	2	2	22
2	Security	Man Month	2	2	2	2	2	2	2	2	2	2	2	22
3	Skilled manpower	Man Month	2	2	2	2	2	2	2	2	2	2	2	22
4	Unskilled manpower	Man Month	3	3	3	3	3	3	3	3	3	3	3	33
5	Maintenance man	Man Month	1	1	1	1	1	1	1	1	1	1	1	11
6	Supervisor	Man Month	1	1	1	1	1	1	1	1	1	1	1	11
7	Visa /person/service	Man Month	1	1	1	1	1	1	1	1	1	1	1	11

Note: Above schedule is indicative and strictly for tendering purpose, only meant to give an idea to tenderers about nature of job.