

TENDER SPECIFICATION
NO: BHE/PW/PUR/WR-QAE/1594

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

AT
PSWR POWER PROJECT SITES
ON
RATE CONTRACT BASIS

VOLUME – IA

TECHNICAL BID CONSISTING OF:

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



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

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Tender Specification Issue Details

Tender Specification No: BHE/PW/PUR/WR-QAE/1594

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

EARNEST MONEY DEPOSIT: Refer Notice Inviting Tender

LAST DATE FOR Refer Notice Inviting Tender
TENDER SUBMISSION .

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

M/s.

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PLEASE NOTE:
THESE TENDER SPECS DOCUMENTS ARE NOT TRANSFERABLE.

For Bharat Heavy Electricals Limited

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

1594

NOTICE INVITING TENDER

Bharat Heavy Electricals Limited



Ref: BHE/PW/PUR/WR-QAE/1594

Date: 19/01/2016

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	BHE/PW/PUR/WR-QAE/1594
ii	Broad Scope of job	PROVIDING FIELD QUALITY ASSURANCE SERVICES IN THE FIELD OF CIVIL, STRUCTURAL, BOILER & AUXILIARIES, ELECTRICAL and C&I, TURBINE & GENERATOR AT PSWR POWER PROJECT SITES ON RATE CONTRACT BASIS.
iii	DETAILS OF TENDER DOCUMENT	
a	Volume-IA	<i>Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc</i> Applicable
b	Volume-IB	<i>Special Conditions of Contract (SCC)</i> Applicable
c	Volume-IC	<i>General Conditions of Contract (GCC)</i> Applicable
d	Volume-ID	<i>Forms and Procedures</i> Applicable
e	Volume-II	<i>Price Schedule (Absolute value).</i> Applicable

iv	Issue of Tender Documents	<p>1. <u>Sale from BHEL PS Regional office at :Nagpur</u> Start : 19/01/2016 Closes: 29/01/2016, Time :16.00 Hrs</p> <p>2. From BHEL website (www.bhel.com) Tender documents can however be downloaded from website till due date of submission</p>	Applicable
v	DUE DATE & TIME OF OFFER SUBMISSION	<p>Date : 01/02/2016 , Time :15.00Hrs</p> <p>Place : <u>BHEL PS Regional office at :Nagpur</u></p> <p>Tenders being submitted through representative shall be handed over to any of the following BHEL officials after making entry/registration at the reception:</p> <p>Pratish Gee Varghese/Sr. Engineer(Purchase) Nirmal P.G /Asst. Engineer (Purchase)</p>	Applicable
vi	OPENING OF TENDER	<p>1 hours after the latest due date and time of Offer submission</p> <p>Notes: (1) In case the due date of opening of tender becomes a non-working day, tenders shall be opened on next working day at the same time. (2) Bidder may depute representative to witness the opening of tender</p>	Applicable
vii	EMD AMOUNT	Rs.1,50,000/- (Rupees One lakh Fifty Thousand Only)	Applicable
viii	COST OF TENDER	Rs 2000/-.	Applicable
ix	LAST DATE FOR SEEKING CLARIFICATION	<p>Date: Atleast 3 days before the due date of offer submission Along with soft version also, addressing to undersigned & to others as per contact address given below</p>	Applicable
x	SCHEDULE OF Pre Bid Discussion (PBD)	Date: Not applicable.	Not applicable.
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	Not Applicable	Not Applicable
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	
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- 1.0 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.**
- 2.0 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; and in such case copy of Cash receipt is to be enclosed with the Techno Commercial offer. Sale of tender Documents shall not take place on National Holidays, holidays declared by Central or State Governments and BHEL PS HQ at Nagpur, Sundays and second/ last Saturdays
- 3.0 Unless specifically stated otherwise, bidder shall deposit EMD through Demand Draft/Pay Order in favour of Bharat Heavy Electricals Ltd, payable at Nagpur. For other details and for 'One Time EMD' please refer General Conditions of Contract.
- 4.0 **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
- 5.0 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: <ol style="list-style-type: none"> 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. <ol style="list-style-type: none"> 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 	

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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 : <u>Technical</u> Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc	
ix.	Volume – I B : Special Conditions of Contract (SCC)	
x.	Volume – I C : General Conditions of Contract (GCC)	
xi.	Volume – I D : Forms & Procedures	
xii.	Volume – II (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item	
xiii.	Any other details preferred by bidder with proper indexing.	

		PART-I B	
	<u>ENVELOPE – II superscribed as:</u> PART-I (EMD/COST of TENDER) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:		
	CONTAINING THE FOLLOWING:-		
i.	1. Earnest Money Deposit (EMD) in the form as indicated in this Tender <div style="text-align: center;"><u>OR</u></div> 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	
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	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.

- 6.0 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.
- 7.0 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).
- 8.0 ~~VOID~~
- 9.0 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.
- 10.0 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.
- 11.0 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.
- 12.0 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.
- 13.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
- 14.0 Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), **if applicable**, along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. **The names and other details of Independent External Monitor (IEM) for the subject tender is as given at point (1) above.**
- 15.0 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.
- 16.0 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.

- 17.0 Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 18.0 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.
- 19.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 20.0 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.
- 21.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 22.0 VOID
- 23.0 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.
- 24.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 25.0 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

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

AGM / Pur

Enclosure

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

ANNEXURE - 1

PRE QUALIFYING CRITERIA

JOB	PROVIDING FIELD QUALITY ASSURANCE SERVICES IN THE FIELD OF CIVIL, STRUCTURAL, BOILER & AUXILIARIES, TURBINE & GENERATOR, PIPING, ELECTRICAL, AND C&I WORKS AT VARIOUS THERMAL/ GAS BASED POWER PROJECT SITES OF OUR REGION, ON RATE CONTRACT BASIS
TENDER NO	BHE/PW/PUR/ WR-QAE/1594

SL NO	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Name and Description of qualifying criteria	Page no of supporting document
A	Submission of Integrity Pact duly signed (if applicable)	NOT APPLICABLE	
D	Assessment of Capacity of Bidder to execute the work as per sl no 9 of NIT (if applicable)	NOT APPLICABLE	
B	<p><u>Technical</u></p> <p><u>Bidder must have achieved any of the following in last seven years (except for B.1) as on the latest date of offer submission:</u></p> <p>B.1) Bidder must have provided services of Quality Engineers / Field Quality assurance for erection/ construction work at a power /industrial project for BHEL against a BHEL awarded rate contract for Quality assurance service for any period during last 3 years as on last date of offers submission.</p> <p style="text-align: center;">OR</p> <p>B. 2) Bidder must have provided services of Quality Engineers / Field Quality assurance for construction / Erection works in any power /industrial project for atleast 182 Man months or a cumulative value of Rs.68 Lakhs in a span of 2 years (consecutive 24 months).</p> <p style="text-align: center;">OR</p> <p>B.3) Bidder must have provided services of Quality Engineers / Field Quality assurance for construction / Erection works in any power /industrial project for atleast 182 Man months or atleast value of Rs. 68 Lakhs against one (01)</p>		

	<p>Work order.</p> <p style="text-align: center;">OR</p> <p>B.4) Bidder must have provided services of Quality Engineers / Field Quality assurance for construction / Erection works in any power / industrial project against 2 work orders each of atleast 114 Man months or each of value of Rs. 42 Lakhs or above.</p> <p style="text-align: center;">OR</p> <p>B.5) Bidder must have provided services of Quality Engineers / Field Quality assurance for construction / Erection works in any power / industrial project against 3 work orders each of atleast 91 Man months or each of Rs. 34 Lakhs or above.</p>		
C.1	<p><u>Financial TURNOVER</u></p> <p>Bidders must have achieved an average annual financial turnover (Audited) of Rs. 26 Lakhs or more over last three Financial Years (FY) i.e. or more over last three Financial Years (FY) i.e. 2012-2013, 2013-14, 2014-15 .</p>		
C.2	<p><u>NETWORTH (only in case of Companies)</u></p> <p>Net worth of the Bidder based on the latest Audited Accounts as furnished for 'C-1' above should be positive.</p>		
C.3	<p><u>PROFIT</u></p> <p>Bidder must have earned cash profit in any one of the three Financial Years as applicable in the last three Financial Years defined in 'C-1' above based on latest Audited Accounts.</p>		
E	<p>Approval of Customer (if applicable)</p> <p>Note: Names of bidders who stand qualified after compliance of criteria A to D shall be forwarded to customer for their approval. Price bid of only those bidders shall be opened who are approved by customer.</p>	NOT APPLICABLE	
F	<p>Consortium criteria (if applicable)</p>	NOT APPLICABLE	
	<p><u>Explanatory Notes for QR 'A'</u></p> <ol style="list-style-type: none"> Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated against C-1 above along with all annexures In case audited Financial statements have not been submitted for all the three years as indicated against C-1 above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years i.e total divided by three. If financial statements are not required to be audited statutorily, then instead of audited financial statements, 		

	<p>financial statements are required to be certified by Chartered Accountant.</p> <ol style="list-style-type: none">4. C-2:-NETWORTH : Shall be calculated based on the latest Audited Accounts as furnished for C-1 above. Net worth = Paid up share capital + Reserves. (Net worth is required to be evaluated in case of companies)5. C-3:- PROFIT : shall be NET profit (PAT + Non cash expenditure viz depreciation) earned during any one of the three financial years as in C-1 above6. Time period for achievement of the 'Technical' criteria of PQR (as in 'B' above) will be the last 7 years ending on the 'latest date' of Bid submission7. 'EXECUTED' means the Vendor should have achieved the criteria specified in the Technical criteria of PQR (as in 'B' above) even if the Contract has not been completed or closed.8. The value of work (Experience submitted against PQR B) shall be updated as per the PVC indices for "All India Avg. Consumer Price Index for Industrial Workers" with base month as date of execution (completion of contract/work) and indexed upto two months prior to bid opening month.
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BIDDER SHALL SUBMIT ABOVE PRE-QUALIFICATION CRITERIA FORMAT, DULY FILLED-IN, SPECIFYING RESPECTIVE ANNEXURE NUMBER AGAINST EACH CRITERIA AND FURNISH RELEVANT DOCUMENT IN THE RESPECTIVE ANNEXURES IN THEIR OFFER along with copies of Work Orders, Work Completion certificates, Audited profit and Loss Account for the last three years and other related documents as per PQR & tender specification.

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

Annexure -2

IMPORTANT INFORMATION

Sealed Tenders shall be submitted at following address to AGM /Purchase BHEL PSWR NAGPUR:

BHEL PSWR, SRIMOHINI COMPLEX, 345 KINGSWAY, NAGPUR 440001, INDIA

All correspondences regarding this tender shall be addressed to AGM / PURCHASE BHEL PSWR at above address. Bidders may also opt to correspond with following BHEL officials regarding this tender through email at following email ids. However please be informed that sealed tenders shall necessarily be submitted in original at above address:

AGM Purchase, Email id: rajeebc@bhelswr.co.in. Ph: +91 – 712 – 3048633

Sr Engineer Purchase, Email: pgv@bhelswr.co.in, Ph: +91 – 712 – 3048713

Engineer Purchase, Email id: svm@bhelswr.co.in , Ph: +91 – 712 – 3048715

Asst.Engineer ,Purchase, E-mail: nirmalpg@bhelswr.co.in, Ph: 0712-3048732

- 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-of-Business-Dealings-with-Supplier-issued-Sept13_abridged.pdf**
- 3. All Statutory Requirements as applicable for this project shall be complied with.**
- 4. 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."**
- 5. The following Clauses of General Conditions of Contract shall not be applicable for this Contract.**
 - 1. Overrun Compensation (Clause No. 2.12)**
 - 2. Interest bearing Recoverable advance (Clause no.2.13)**
 - 3. Quantity Variation (Clause No.2.14)**

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4. **Extra Works (Clause no.2.15)**
 5. **Supplementary Works (Clause no.2.16)**
 6. **Price variation Compensation (Clause no. 2.17)**
 7. **Retention Amount (Clause no. 2.22)**
 8. **Performance Guarantee for Workmanship (Clause no. 2.24)**

6. Acceptance of Bank Guarantee (BG)

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

Clause No. 1.10.3 (V) 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
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 & Fixed deposits issued by Co-operative Banks are not acceptable”.

ANNEXURE - 3

CHECK LIST

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

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

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

DATE :

AUTHORISED SIGNATORY
(With Name, Designation and Company seal)

1594

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Rate Contract
for

Field Quality Assurance Services at PSWR Sites

BHARAT HEAVY ELECTRICALS
LIMITED



TECHNICAL CONDITIONS OF CONTRACT (TCC) CONTENTS

Sl. No.	DESCRIPTION	Chapter	No. OF PAGES
Volume- IA	Part-I: Contract specific details		
1	Project Information	Chapter-I	1
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CONTENTS

1.0	Project Information
1.1	INTROUCTION BHARAT HEAVY ELECTRICALS LIMITED (BHEL) - A MAHARATNA COMPANY IS A GOVERNMENT OF INDIA UNDERTAKING. BHEL IS AN INTEGRATED POWER PLANT EQUIPMENT MANUFACTURER AND ONE OF THE LARGEST ENGINEERING AND MANUFACTURING COMPANY OF ITS KIND IN INDIA ENGAGED IN THE DESIGN, ENGINEERING, MANUFACTURE, CONSTRUCTION, TESTING, ERECTION AND COMMISSIONING OF POWER PLANTS IN THE COUNTRY AND ABROAD. INTENT OF THIS TENDER IS TO FINALIZE A RATE CONTRACT FOR PROVIDING THE SERVICES OF QUALITY ASSURANCE ENGINEERS AT VARIOUS ONGOING AND FORTH-COMING POWER PROJECTS IN INDIA FOR BHEL POWER SECTOR WESTERN REGION (PSWR). PRESENTLY PSWR HAS PRESENCE IN THE STATES OF MADHYA PRADESH, CHHATISGARH, MAHARASHTRA, GUJARAT, GOA, TELANGANA AND ALSO SITES ON BORDER OF UTTAR PRADESH, ORISSA & RAJASTHAN STATE. HOWEVER, NEW FUTURE PROJECTS MAY COME UP IN OTHER STATES ALSO.

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Chapter - II: Scope of Works

2.0 **Scope of Work for Field Quality Assurance Services at PSWR Sites:**

Bidder agency shall provide Field Quality Assurance Engineers (FQAE) in the areas/ packages mentioned below and as specified else where, at various BHEL Project sites.

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

- a. **CIVIL WORKS**
- b. **FABRICATION & ERECTION OF STEEL STRUCTURES**
- c. **ERECTION & COMMISSIONING OF BOILER & AUXILIARIES**
- d. **ERECTION & COMMISSIONING OF ELECTRICAL AND C&I SYSTEMS**
- e. **ERECTION & COMMISSIONING OF TURBINE, GENERATOR AND AUXILIARIES**

2.1 **CIVIL WORKS**

Civil Works shall consist of following Civil Structures/ Packages:-

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

2.1.1 **Scope of the work for the FQAEs deployed by the Contractor, under Civil Works shall comprise of followings mainly:-**

Inspection and Sample checking of input materials (consisting mainly of steel, cement, sand, stone chips, bricks etc.) as per Procedures/ Field Quality Plans for Civil Works approved by BHEL/ Client or IS codes/ standards. This shall include inspection of materials after receipt at site and verification of test certificates.

2.1.2 **Inspection of the various checks/ tests to be performed by respective sub-Contractors of BHEL at Project sites as per approved Field Quality Plans approved by BHEL or Client/ relevant IS codes/ any other applicable documents.**

2.1.3 **Review of inspection & test reports of the checks which are not under witness category as per FQP and conducting periodical/ as required by BHEL Engineer In-charge or his representative, quality surveillance audits at various stages of erection and finally on completion of work as per the approved Field Quality Plan.**

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - II: Scope of Works

- 2.1.4 Collection and compilation of various log sheets/ test results/ reports of checks performed as at Sr. No. 2.1.1, 2.1.2, & 2.1.3, certification/ authentication of test results/ reports, and submitting to Client in the format/s mutually agreed between BHEL & Client.
- 2.1.5 FQAEs shall ensure at all times timely submission of required inputs to BHEL to ensure valid calibration of monitoring/ measuring instruments & devices and testing equipments, proper documentation and record keeping of Inspection data, log sheets, protocols, test certificates etc. as per BHEL quality systems and as per observations/ non-conformance reports released by various Auditors viz. Internal, External Auditor/ CQ Auditor etc.

2.2 FABRICATION & ERECTION OF STEEL STRUCTURES

Scope of work for the FQAEs deployed by the Contractor under this area shall mainly comprise of the followings:

- 2.2.1 Inspection and Sample checking of input materials (consisting mainly of steel plates/ steel sections/ steel materials etc.) as per Procedures/ Field Quality Plans for Fabrication & Erection of Steel Structures approved by BHEL/ Client or IS codes/ standards. This shall include inspection of materials after receipt at site and verification of test certificates, Welder test, welder cards, electrodes, etc. RT, UT, SR, liasioning for NDT, DP test, grouting etc.
- 2.2.2 Review of inspection & test reports of the checks which are not under witness category as per FQP and conducting periodical quality surveillance audits at various stages of erection and finally on completion of work as per the approved Field Quality Plan.
- 2.2.3 Collection and compilation of various log sheets/ test results/ reports of checks performed as at Sr. No. 2.2.1 & 2.2.2, certification/ authentication of test results/ reports, and submitting to client in the agreed format.
- 2.2.4 Conducting periodical quality surveillance audits at the site office of sub-Contractors of BHEL to ensure valid calibration of monitoring/ measuring instruments & devices and testing equipments, Proper documentation and record keeping of Inspection data, log sheets, protocols, test certificates etc. as per BHEL quality systems.

2.3 ERECTION & COMMISSIONING OF BOILER & AUXILIARIES

Boiler & Auxiliaries mainly consists of Boiler Supporting Structures, Pressure Parts, ESP, Ducts & Dampers/ Gates, Rotating Machines like Forced Draft Fan, Induced Draft Fan, Primary Air Fan, Coal Mills, Coal Feeders, Air Pre-heater, Valves & Soot Blowers, Fuel Firing System, and High Pressure Piping, Insulation etc.

Scope of the work for the FQAEs deployed by the Contractor, under this package shall comprise mainly of following activities:-

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Chapter - II: Scope of Works

- 2.3.1 Inspection for the checks to be performed e.g. Welder test, welder cards, electrodes, etc., RT, UT, SR, liasioning for NDT, DP test, grouting etc. on the equipment/ systems by the sub-Contractor of BHEL as per applicable Procedures/ Field Quality Plans for Erection & Commissioning approved by BHEL/ Client.
- 2.3.2 Review of inspection & test reports of the checks which are not under witness category as per FQP and conducting periodical quality surveillance audits at various stages of erection and finally on completion of work as per the approved Field Quality Plan.
- 2.3.3 Collection and compilation of various log sheets/ test results/ reports of checks performed as at Sr. No. 2.3.1 & 2.3.2 certification/ authentication of test results/ reports, and submitting to client in the agreed format.
- 2.3.4 Conducting periodical quality surveillance audits at the site office of sub-Contractors of BHEL to ensure valid calibration of monitoring/ measuring instruments & devices and testing equipments, Proper documentation and record keeping of Inspection data, log sheets, protocols, test certificates etc. as per BHEL quality systems.
- 2.3.5 FQAEs are expected to ensure turn out of Quality requirements in respective equipment/ systems by way of close monitoring & involving in process effectively.

2.4 ERECTION & COMMISSIONING OF ELECTRICAL and C & I SYSTEMS

Electrical Systems mainly consist of Power Transformers, Auxiliary Transformers, LT Switchgears, HT Switchgears, LT Bus Ducts, HT Bus Ducts, HT Motors and Switchyard; Electrical, C&I systems for Boiler, TG and Auxiliaries and BOPs etc.

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

Scope of the work for the FQAEs deployed by the Contractor, under these systems shall comprise mainly of following activities:-

- 2.4.1 Inspection for the checks to be performed on the equipments/ systems by the sub- Contractor of BHEL as per applicable Procedures/ Field Quality Plans for Erection & Commissioning approved by BHEL/ Client.
- 2.4.2 Review of inspection & test reports of the checks which are not under witness category as per FQP and conducting periodical quality surveillance audits at various stages of erection and finally on completion of work as per the approved Field Quality Plan.
- 2.4.3 Collection and compilation of various log sheets/ test results/ reports of checks performed as at Sr. No. 2.4.1 & 2.4.2 certification/ authentication of test results/ reports, and submitting to client in the agreed format.
- 2.4.4 Conducting periodical quality surveillance audits at the site office of sub-Contractors of BHEL to ensure valid calibration of monitoring/ measuring instruments & devices and testing equipments, Proper documentation and record keeping of Inspection data, log sheets, protocols, test certificates etc. as per BHEL quality systems.

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2.5 ERECTION & COMMISSIONING OF TURBINE & GENERATOR

This package mainly consists of Steam Turbine/ Gas Turbine, Generators, Heat Exchangers, Pumps, and LP Piping, Condenser, Heaters, De-aerator, Insulation etc.

Scope of the work for the FQAEs deployed by the Contractor, under this package shall comprise mainly of following activities:-

- 2.5.1 Inspection for the checks to be performed on the equipment/ systems by the sub-Contractor of BHEL as per applicable Procedures/ Field Quality Plans for Erection & Commissioning approved by BHEL/ Client.
- 2.5.2 Review of inspection & test reports of the checks which are not under witness category as per FQP and conducting periodical quality surveillance audits at various stages of erection and finally on completion of work as per the approved Field Quality Plan.
- 2.5.3 Collection and compilation of various log sheets/ test results/ reports of checks performed as at Sr. No. 2.5.1 & 2.5.2, certification/ authentication of test results/ reports, and submitting to client in the agreed format.
- 2.5.4 Conducting periodical quality surveillance audits at the site office of sub-Contractors of BHEL to ensure valid calibration of monitoring/ measuring instruments & devices and testing equipments, Proper documentation and record keeping of Inspection data, log sheets, protocols, test certificates etc. as per BHEL quality systems.

3.0 Qualification and Experience requirements of Contractor's Personnel

3.1 Qualification

- 3.1.1 Field Quality Assurance Engineers (FQAEs) deployed by the Contractor shall be qualified Engineering degree holders or qualified Diploma holders. FQAEs shall also possess Level-II in welding NDT (RT, UT, VT, DPT & MPI) with valid certificate.
- 3.1.2 Depending upon the requirement of scope of work, FQAEs' branch of Engineering shall be Mechanical Engineering or Civil Engineering or Electrical Engineering or Electronics & Telecommunication Engineering.

and

3.2 Experience

Graduate Engineers shall have minimum 5 years experience and Diploma holders shall have minimum 8 years' experience in power plants or/ and refineries of equivalent nature of work. Depending upon the requirement, the experience of FQAEs' shall include but not be limited to areas and details given below.

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Chapter - II: Scope of Works

- 3.2.1 In general, the experience of FQAEs shall be in the area of Field Quality Assurance in the areas pertaining to scope as mentioned at clause numbers 2.0 above.
- 3.2.2 Good knowledge of power plant products, Field Quality Plans, codes, standards, statutory requirements, inspection and test procedures of Power Plant equipments and systems mentioned at clause 2.0 above including materials, various type of welding and their inspection & testing etc.
- 3.2.3 Undertaking inspection of installation of power plant equipments (like boilers & auxiliary systems, turbines, generators, piping, electrical switch boards/ panels, transformers, motors, cabling, C & I Systems, Civil & Structural works etc.) in the areas as given at 2.0 above.
- 3.2.4 FQAE for Boiler area and fabrication area shall be additionally qualified ASNT/ISNT Level-II in Non destructive testing (LPI, MPI, RT, UT) of welds. Minimum one FQAE will be required to be deployed at construction sites in Boiler area and fabrication area.
- 3.3** The deployment of above manpower by the Contractor shall be subject to submission of Credentials of each of the Contractor's personnel to respective Site In-charge of BHEL and obtaining acceptance/ approval from respective Site In-charge of BHEL/ Customers in this regard.

4.0 Special Conditions of Contract

- 4.1 Sub-letting of jobs with in the agreed scope of work, in any manner is not permitted.
- 4.2 FQAEs shall be governed by 'Confidentiality' clause. They shall not, in any manner, misuse the data/ information.
- 4.3 All drawings, specifications/ FQP/ QP and other relevant document/ data provided to FQAEs for undertaking relevant tasks, shall be returned to BHEL after completion of job/ completion/ termination of contract. Such documents shall not be used by the FQAEs for any purpose other than for the designated task.
- 4.4 All Quality Plans, data/ findings, inspection and other reports, test results, radiographs etc. generated and used by the FQAE shall be the property of BHEL. These can not be published/ utilized or taken away by the FQAE or any employee of the Contractor.
- 4.5 All measuring & testing Instruments/ equipments will be arranged by BHEL/ sub-Contractors working at site. Field Quality Assurance Engineers shall undertake visual/ physical checking of instruments and correlation with valid calibration certificates before using any measuring & testing instruments/ equipments. FQAEs shall ensure for use of calibrated measuring & testing Instruments/ equipments.
- 4.6 Field Quality Assurance Engineers shall be fully responsible for the tasks allotted to/ undertaken by them, authenticity of the test results etc. They shall prepare documents, witness/ undertake inspections and submit the documents/ reports to BHEL in time without hindrance of work.
- 4.7 Credentials of FQAEs shall be verified and approved by BHEL PSWR and/ or its customer prior to their deployment.

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Chapter - II: Scope of Works

- 4.8 FQAEs at BHEL PSWR sites shall work under Erection Engineers. They shall administratively report to Construction Manager through respective Quality/ Erection Engineers and technically to Quality Head at PSWR-Nagpur. For any ambiguity, decision shall rest with Head/ Quality – PSWR, nagpur.
- 4.9 FQAEs shall interact with Contractors, customers/ consultants, erection agencies with regard to readiness of items to be inspected and other relevant Quality matters. They shall keep the Construction Manager/ Erection Engineer/ Quality Head (as the case may be) apprised of all such discussions/ interactions on daily basis.
- 4.10 Reasonable office space with furniture for proper functioning of the Contractor's FQAE will be provided by BHEL free of any charges.
- 4.11 BHEL shall provide to the FQAEs posted at construction sites, furnished bachelor accommodation as available at respective sites, free of charges (including free electricity and water supply), and free transport facility at respective sites for attending duty.
- 4.12 Normally, the role of FQAEs shall be limited to the place of their deployment. However, in case of any requirement for outstation work is to be taken on behalf of BHEL, following guidelines shall be applicable:
- a) For assignments outside project site but limited to 50 Km radius, necessary transport for Contractor's staffs shall be arranged by BHEL/ its sub-Contractors free of any charges to the Contractor. No additional payment to the Contractor will be made for such assignments.
 - b) For assignments outside project Site beyond 50 Km radius of Project sites, following additional payment shall be reimbursed to the Contractor:
 - I. To and fro Rail fare limited to AC two tier by express/ mail train fare by shortest route from respective place of deployment & back against submission of ticket/ receipt/ proof plus lump-sum amount of Rs.250/- (Rupees Two hundred fifty only) will be paid per person per day (here day means 24 hours and calculation shall be based on number of hours stay at outstation i.e. $\frac{1}{4}$ for stay up to 6 hours, $\frac{1}{2}$ for stay for more than 6 hours but up to 12 hrs and full for stay beyond 12 hours). In case of travel by road through bus/ taxi, fare limited to AC two tier of express/ mail train for the distance traveled shall be paid.
 - II. In case of night stay required at outstation, BHEL will provide lodging facility. In case, BHEL is not able to provide lodging facility, lodging charges @Rs.1,500/- (Rupees one thousand five hundred only) per day per person will be reimbursed to the Contractor against billing.
 - III. The movement of Contractor's FQAEs outside the project site shall be subject to the prior approval of BHEL Construction Manager.
- 4.13 Contractor shall make available suitable personnel/ senior level technical personnel (other than Field Quality Assurance Engineers posted at site) for discussions/ interactions with BHEL, Customers/ Consultants, vendors/ sub-Contractors wherever need arises. Senior level personnel of Contractor will visit the respective sites periodically (at least once in 3 months) wherever their personnel are posted to ascertain the quality of jobs performed by their site personnel and for further betterment of jobs executed by them. Such visits of senior personnel of the Contractor will be free of any additional charges to BHEL.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - II: Scope of Works

- 4.14 FQAEs shall follow working hours, number of working days per week, weekly off and holidays as per norms and holiday list of BHEL office where they are deployed.
- 4.15 Each man day shall consist of 8 (eight hours) working hours excluding lunch break. However, at times work may continue round the clock including on Sundays and holidays and services of FQAEs may be required beyond the normal working hours as decided by BHEL. No compensation, in any form, shall be given by BHEL for such over stays beyond normal working hours or working on Sundays and Holidays. However, BHEL shall ensure adequate breaks/ rest to FQAEs during overstay/ Holidays/ Sundays.
- 4.16 **In case FQAEs go on long leave exceeding 15 days, the Contractor will have to make suitable alternative arrangements for deployment of suitable personnel during the absenteeism. In case substitute FQAE is not deployed by the Contractor, BHEL will impose penalty @1.5 times per man-day rate of agreement on pro-rata basis from the earliest monthly bill or Security deposit (SD) of Contractor or from any sites where Contractor is working.**
- 4.17 Contractor shall ensure that payment and dues admissible to FQAEs deployed are made by the last working day of every month, failing which BHEL reserves the right to make such payments and dues to FQAEs. Such payments shall be back charged/ recovered from bills of the Contractor or from security deposit/ bank guarantee with additional overhead charges @20%. Contractor shall furnish duly signed and stamped copies of pay roll sheet as proof of disbursement of all payments to FQAEs within two months of due date of Pay date.
- 4.18 Contractor shall present his bill to the respective Construction Manager.
- 4.19 Contractor shall submit monthly report to Head (Quality)/ BHEL-Nagpur indicating cumulative deployment of FQAEs and other details as may be required by BHEL.
- 4.20 BHEL reserves the right to regulate strength of deployment of Contractor's manpower as per requirements and/ or to short-close the contract. In such eventuality, 15 days notice shall be given by BHEL to the Contractor and payment shall be made for the completed months or part there of on pro-rata basis. No other compensation will be given by BHEL.
- 4.21 BHEL reserves the right to terminate the above contract at any point of time without assigning any reason upon giving 15 days' notice to the Contractor.
- 4.22 In case any the performance of the FQAEs is found to be unsatisfactory, his services shall be discontinued by BHEL and no payment shall be made against deployment of such unacceptable Engineers, from the date FQAE has been notified as unsatisfactory. Replacement of such persons will have to be arranged by the Contractor within 15 days, beyond which provisions of delayed deployment as per clause 4.16 shall apply.
- 4.23 In case any FQAE found to indulge in malpractice/s, their services will be terminated with immediate effect without giving any notice. Also, in such cases, BHEL may impose penalty and/ or impound the payment towards services rendered by such FQAEs. Replacement of such persons will have to be arranged by the Contractor within 15 days else Clause 4.16 shall prevail.
- 4.24 In case, the Contractor fails to provide FQAEs in time (due to absence of Contractor's person, away from place of deployment); BHEL will have option to arrange the activities by other suitable agency. Additional

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - II: Scope of Works

cost of such agencies together with overhead charges as per BHEL policy will be borne by Contractor, which shall be deducted from any sum payable to the Contractor from any site.

- 4.25 The Contractor shall arrange for adequate medical facilities and life insurance for deployed FQAEs at Contractor's cost.
- 4.26 Insurance
- 4.26.1 It shall be the sole responsibility of Contractor to take insurance policies for the FQAEs against risks of accidents and injury while at work and make compensation as per applicable rules and regulations prevalent in the area.
- 4.26.2 If due to negligence and/ or non-observance of safety and other precautions by FQAEs, any accident/ injury occurs to any other person(s)/ public, the Contractor shall bear necessary compensation and other expenses, if so decided by the appropriate authority.
- 4.26.3 In the first place, BHEL shall avoid issuing any T&P/ MMEs to FQAE. Though in unavoidable circumstances, FQAE will take necessary precautions and due care to protect any material/ equipment/ MME/ hardware etc., while in his custody, from any damages/ loss till the same is returned/ handed over to BHEL or Customer. BHEL reserves the right to recover loss from Contractor, in case the damage/ loss is due to carelessness/ negligence on the part of FQAEs of the Contractor. In case of any theft, while in custody of Contractor's FQAEs, matter shall be reported to Police by the FQAE/ Contractor immediately and copy of FIR and subsequent police investigation report shall be submitted within 72 hrs to BHEL for taking up with insurance company failing which full cost with 10% overhead charges shall be recovered from Contractor's bills.
- 4.26.4 In case any surrounding property gets damaged due to negligence/ carelessness of FQAEs, the Contractor shall submit necessary documents for lodging insurance claim as required by BHEL. BHEL, however, reserves the right to recover deductible franchise and also unsettled portion of insurance claim from the Contractor.

5.0 SITE WISE AND AREA WISE DEPLOYMENT OF FQAEs

- 5.1 Tentative work project-wise requirement for deployment of Field Quality Assurance Engineers at various projects shall be as given below:-

Sr. No.	Project Site	Area Of Work	No. of FQAE Required	Deployment Period
01	1 X 800 MW, Wanakbori Thermal Power Station, Taluka: Galteshwar, Dist.: Kheda (Gujarat)	Civil Engineer experienced in Civil Works, Steel Structures, Power House Buildings e.g. Boiler & Auxiliaries, Turbine & Generator	5-10	24 MONTHS
		Mech/ Elect. Engineer experienced in quality aspects of E&C of Boiler & Auxiliaries, Turbine & Generator	1-2	
02	4 X 270 MW Bhadradi TPS, Village-Ramanujawaram, Post-Manuguru, Distt.-Khammam, Pin - 507117	Civil Engineer experienced in Civil Works, Steel Structures, Power House Buildings e.g. Boiler & Auxiliaries, Turbine & Generator	5-10	24 MONTHS
		Mech/ Elect. Engineer experienced in quality aspects of E&C of Boiler & Auxiliaries, Turbine & Generator	1-2	

BHEL-PSWR

Tender Specification No: BHE/PW/PUR/WR-QAE/1594

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Chapter - II: Scope of Works

	(Telangana)			
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- 5.2 The above deployment plan is tentative and for guidance only and may vary as per actual requirement of FQAEs at sites.
- 5.3 Deployment of specific FQAEs shall be solely at the discretion of BHEL as they may have to be shifted from one project site to another project site during the deployment during the contract period.
- 5.4 FQAEs shall be mobilized/ demobilized progressively depending on BHEL project site's requirement which shall be intimated by Construction Manager/ BHEL Hqrs.
- 5.5 ***Rate schedule is given for total deployment covering requirement at various projects together. However, actual man month deployed at project sites may vary to any extent. The quoted man-month rate shall remain firm through out the period of rate contract.***
- 5.6 There shall not be any compensation for any variation of quantities of man months.

6.0 Interest Bearing Recoverable Advance

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

7.0 Price Variation Clause/ Revision of Rates

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

8.0 Overrun Compensation:

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

9.0 Site Visit

The Bidders are advised to acquaint themselves with the running sites for capturing general working conditions at any given site by visiting either/ both of the project Sites mentioned in the tender elsewhere before quoting. However, conditions may vary at new projects most likely in the States as mentioned in Clause 1.0.

10.0 MODE OF OPERATION OF THIS RATE CONTRACT

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

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Chapter - II: Scope of Works

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

Please note that the bidders as referred in S.N. 10.2.2 & 10.2.3 above may not necessarily have been the original L-2 or L-3 bidders, but are those two bidders in the ascending order of the of the originally quoted rates who later accepts BHEL's counter offer of L-1 rates.

- 10.3 **BHEL reserves all rights to operate this contract as per project requirements and its sole discretion.**

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

NOT APPLICABLE TO THIS CONTRACT

NOT APPLICABLE TO THIS CONTRACT

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Chapter – VI: Time Schedule

6.0 TIME SCHEDULE & MOBILIZATION

6.1. Contract Period

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

6.2. Mobilization

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

- 6.2.1. Intimation for deployment of FQAEs at a particular site shall be sent by Head (Quality)/ BHEL-Nagpur to Contractors depending upon the requirement at site.
- 6.2.2. On receipt of intimation for FQAE deployment, Contractor shall submit credentials of each FQAE to respective site In-charge of BHEL as given in intimation letter and copy shall be forwarded to Head (Quality)/ BHEL-Nagpur.
- 6.2.3. The Contractor shall obtain acceptance/ approval from respective Site In-charge of BHEL for credentials of each FQAE. Deployment of FQAEs shall be subject to acceptance/ approval of credentials of FQAEs by BHEL site in-charge.
- 6.2.4. Contractor shall deploy FQAEs at site within 15 days of the intimation as at Sr. No. 6.2.1 above after obtaining acceptance/ approval as at Sr. No. 6.2.3.

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Chapter-VII: Terms of Payment

7.0 Terms of payment

- 7.1. Based on man months deployed and certification by Construction Manager for services at site, monthly payment will be made to the Contractor on pro-rata basis at respective sites within 30 days of submission of bills.
- 7.2. It shall be the responsibility of Contractor to obtain and submit certificate from BHEL authority regarding deployment of FQAE (attendance statement).
- 7.3. Period between 1st day of the last month to last day of that month shall constitute one month.
- 7.4. The Contractor shall submit the monthly bills along with certification (as mentioned above) latest by 7th of succeeding month to respective BHEL site office.
- 7.5. Deductions, if any, shall be made by BHEL from the monthly bill and payment made within 30 days by respective BHEL site subject to correctness and completeness of the bill.
- 7.6. The RA bill payment shall be made as per Cl. No. 10.0 of Chapter –X of SCC (page-44) and cl no 2.23 of GCC page no- 28-29.
- 7.7. However, schedule of regular disbursement of payment to FQAES shall be ensured irrespective of release of payment from BHEL.

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

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VIII: Taxes and Other Duties

8.0 TAXES, DUTIES, LEVIES (Consolidated Rev 06 dated 28/12/2015)

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

8.1.1

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

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

8.1.2 Service Tax & Swachh Bharat Cess on Services:

Contractor's price/rates shall be exclusive of Service Tax and Swachh Bharat Cess on Services. In case, it becomes mandatory for the contractor under provisions of relevant act/law to collect the Service Tax & Swachh Bharat Cess from BHEL and pay the same to the concerned tax authorities, such applicable amount will be paid by BHEL at the prevailing Service Tax Rate presently Service Tax 14% and Swachh Bharat Cess 0.5% on the admitted Service value.

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

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

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

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

8.1.3 VAT (Sales Tax /WCT)

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

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

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

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

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

8.2 —‘Enabling Works’

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. ~~(i.e. rates quoted by bidder shall be inclusive of Service Tax, VAT/WCT and all other taxes and duties including new levies/taxes/duty if any)~~

~~However, Since the proposed work is in the nature of ‘Works Contract service’ as per Service tax law, Hence, For non corporate contractors being Individual, HUF, Proprietary Firm, Partnership Firm or Association of Persons (AOP), BHEL shall recover the applicable Service Tax under reverse charge mechanism from the contractor and remit the same with the Government as per the provisions of Law. Necessary advice/confirmation of remittance shall be issued to the contractor. The contractor shall not be eligible for any refund/reimbursement of such service tax from BHEL. It shall be the responsibility of the contractor to submit proper invoice giving all the requisite details as per Service Tax Law for the determination of the service tax liability of BHEL under reverse charge mechanism. BHEL reserves the right to determine such liability based on the invoice submitted by the contractor or otherwise independently and remittance of the same with the Government.~~

8.3 New Taxes/Levies - For All types of works excepting works covered under sl no 8.2

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.

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

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

8.4 BOCW Cess - For All types of works excepting works covered under sl no 8.2

The quoted rates shall be exclusive of the BOCW Cess which, if applicable, shall be paid extra by BHEL against Documentary evidence. However, the applicability of the BOCW Cess shall be got confirmed from BHEL in writing, before remitting such Cess/tax.

8.5 GST: For All types of works excepting works covered under sl no 8.2

As and when GST becomes applicable to this contract, the net differential (negative or positive) financial liability of the bidder to the Authorities (as compared to such liability prior to applicability of GST), if any, shall be to the account of BHEL. For this purpose, all available options under the GST shall be explored, and the decision of BHEL in this regard shall be final and binding on the bidder.