

# TENDER SPECIFICATION

SI No	Tender Specification Number	Unit Number & Project
1	BHE/PW/PUR/UKT BLROH U#5/1375	UNIT # 5, 210MW REPLACEMENT OF HOT RE-HEATER COILS.

FOR

**Work for Dismantling of existing Re-Heater rear assembly (89 nos. of HRH coils ) and Erection & Commissioning of new Reheater Rear assembly of boiler #5 of 210 MW units at Ukai Thermal Power Station.**

VOLUME - I

**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

SI No	Tender Specification Number	Unit Number & Project
1	BHE/PW/PUR/UKT BLROH U#5/1375	UNIT # 5, 210MW REPLACEMENT OF HOT RE-HEATER COILS.

FOR

**Work for Dismantling of existing Re-Heater rear assembly (89 nos. of HRH coils ) and Erection & Commissioning of new Reheater Rear assembly of boiler #5 of 210 MW units at Ukai Thermal Power Station.**

At

UKAI

GUJARAT

**EARNEST MONEY DEPOSIT:** Refer Notice Inviting Tender

**LAST DATE FOR TENDER SUBMISSION:** Refer Notice Inviting Tender

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

M/s. ....

.....

PLEASE NOTE:

THESE TENDER SPECS DOCUMENTS ARE NOT TRANSFERABLE.

For Bharat Heavy Electricals Limited

AGM (Purchase)

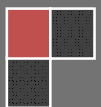
Place: Nagpur

Date :

1375

# NOTICE INVITING TENDER

Bharat Heavy Electricals Limited



Ref:

T.S.No BHE/PW/PUR/UKT BLROH U#5/1375

Date: 22.12.2014

**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/UKT BLROH U#5/1375	
ii	Broad Scope of job	<b>Work for Dismantling of existing Re-Heater rear assembly (89 nos. of HRH coils ) and Erection &amp; Commissioning of new Reheater Rear assembly of boiler #5 of 210 MW units at Ukai Thermal Power Station.</b>	
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>	
e	Volume-II	<i>Price Schedule (Absolute value).</i>	Applicable
iv	Issue of Tender Documents	<b>1. <u>Sale from BHEL PS Regional office at Nagpur</u></b> <b>: Start : 22/12/2014.</b> <b>Closes: 30/12/2015 , Time : 15: 00Hrs</b> <b>2. From BHEL website (<a href="http://www.bhel.com">www.bhel.com</a>)</b> Tender documents will be available for downloading from website till due date of submission	Applicable/ Not applicable
v	DUE DATE & TIME OF OFFER SUBMISSION	<b>Date : 01/01/2015 , Time : 15:00 Hrs</b> <b>Place : <u>BHEL PS Regional office at :Nagpur</u></b>	Applicable

		Tenders being submitted through representative shall be submitted at dispatch section of PSWR HQ Office after making entry/registration at the reception. For any assistance on the matter kindly contact following officials: <b>Amit Kumar Shrivastava / Manager(Purchase)</b> <b>Nirmal P G /Asst. Engineer(Purchase)</b>	
vi	<b>OPENING OF TENDER</b>	<b>1 hours after the latest due date and time of Offer submission</b> Notes: (1) In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day. (2) Bidder may depute representative to witness the opening of tender	Applicable
vii	<b>EMD AMOUNT</b>	Rs 60,000/- (Rupees Sixty Thousand Only)	Applicable
viii	<b>COST OF TENDER</b>	Rs 2000/- (Rupees Two Thousand Only)	Applicable
ix	<b>LAST DATE FOR SEEKING CLARIFICATION</b>	Atleast 1 week before the due date of offer submission Along with soft version also, addressing to undersigned & to others as per contact address given below Amit Kumar Shrivastava (Manager)- E-mail- <a href="mailto:amitks@bhelpswr.co.in">amitks@bhelpswr.co.in</a> PH: 0712-3048651  Nirmal P.G (Asst. Engineer)- E-Mail- <a href="mailto:nirmalpg@bhelpswr.co.in">nirmalpg@bhelpswr.co.in</a> Ph: 0712-3048713	Applicable
x	<b>SCHEDULE OF Pre Bid Discussion (PBD)</b>	Date :	Applicable/Not applicable.
xi	<b>INTEGRITY PACT &amp; DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)</b>		Applicable/Not Applicable
xii	<b>Latest updates</b>	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage ( <a href="http://www.bhel.com">www.bhel.com</a> -->Tender Notifications →View Corrigendums) <b>and not in the newspapers</b> . Bidders to keep themselves updated with all such information	

- 2.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly signed & stamped on each page, as part of offer. **Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form in the techno-commercial offer other than the Price Bid, shall not be entertained.**
- 3.0 Unless specifically stated otherwise, bidder shall remit cost of tender and courier charges if applicable, in the form of Demand Draft drawn in favour of Bharat Heavy Electricals Ltd, payable at Power Sector Regional HQ at Nagpur issuing the Tender, along with techno-commercial offer. Bidder may also choose to deposit the Tender document cost by cash at the Cash Office as stated above against sl no iv of 1, on any working day; and in such case copy of Cash receipt is to be enclosed with the Techno Commercial offer. Sale of tender Documents shall not take place on National Holidays, holidays declared by Central or State Governments and BHEL PS HQ at Nagpur, Sundays and second/ last Saturdays
- 4.0 Unless specifically stated otherwise, bidder shall deposit EMD through Demand Draft/Pay Order in favour of Bharat Heavy Electricals Ltd, payable at Nagpur. For other details and for 'One Time EMD' please refer General Conditions of Contract.
- 5.0 **Procedure for Submission of Tenders:** The Tenderers must submit their Tenders to Officer inviting Tender, as detailed below:
- PART-I consisting of 'PART-I A (Techno Commercial Bid)' & 'PART-I B (EMD/COST of TENDER)' in two separate sealed and superscribed envelopes (ENVELOPE-I & ENVELOPE-II)
  - PART-II (Price Bid) – in sealed and superscribed envelope (ENVELOPE-III)
  - 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
	<b>Part-I A</b>	
	<p><b><u>ENVELOPE – I superscribed as :</u></b>            PART-I (TECHNO COMMERCIAL BID)            TENDER NO :            NAME OF WORK :            PROJECT:            DUE DATE OF SUBMISSION:</p> <p><b><u>CONTAINING THE FOLLOWING:-</u></b></p>	
i.	Covering letter/Offer forwarding letter of Tenderer.	
ii.	<p>Duly filled-in 'No Deviation Certificate' as per prescribed format to be placed after document under sl no (i) above.</p> <p><b><u>Note:</u></b></p> <p>a. In case of any deviation, the same should be submitted separately for technical &amp; 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.</p> <p>b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding.</p> <p style="padding-left: 20px;">i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL</p> <p style="padding-left: 20px;">ii). In case of unacceptable deviations, BHEL reserves the right to reject</p>	

	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 : <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.	
<b>PART-I B</b>		
	<b>ENVELOPE – II superscribed as:</b> PART-I (EMD/COST of TENDER) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:  <b>CONTAINING THE FOLLOWING:-</b>	
i.	1. Earnest Money Deposit (EMD) in the form as indicated in this Tender <b>OR</b> 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)	
<b>PART-II</b>		
<b>PRICE BID</b> consisting of the following shall be enclosed		
	<b>ENVELOPE-III</b> superscribed as: PART-II (PRICE BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:  <b>CONTAINING THE FOLLOWING</b>	
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)	

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

**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 **BHEL reserve the right to reject a bidder based on their unsatisfactory past performance at any other project.**
- 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 point (1) above.**
- 16.0 The Bidder has to satisfy the Pre Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre Qualification Criteria specified in this NIT as per Annexure-I (as applicable), 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 BHEL reserves the right to decide the successful bidder on the basis of **Reverse Auction process**. In such case all qualified bidders will be intimated regarding procedure/ modality for Reverse Auction process prior to Reverse Auction and price will be decided as per the rules for Reverse Auction.
- However, if **reverse auction process** is unsuccessful as defined in the **RA rules/procedures**, or for whatsoever reason, then the sealed 'PRICE BIDS' will be opened for deciding the successful bidder. BHEL's decision in this regard will be final and binding on bidder.
- 20.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 21.0 In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.
- 22.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 23.0 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

for BHARAT HEAVY ELECTRICALS LTD

AGM/Purchase

**Enclosure**

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

**ANNEXURE - 1**

**PRE QUALIFYING REQUIREMENTS**

JOB	<b>Work for Dismantling of existing Re-Heater rear assembly (89 nos. of HRH coils ) and Erection &amp; Commissioning of new Reheater Rear assembly of boiler #5 of 210 MW units at Ukai Thermal Power Station.</b>
TENDER NO	<b>BHE/PW/PUR/UKT BLROH U#5/1375</b>

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. Bidder must fill up this column as per applicability
A	Submission of Integrity Pact duly signed (if applicable)	<b>NOT APPLICABLE</b>	
B	<p>Bidder must have executed following works {i.e. Bidder must meet (B.1.1 or B.1.2 or B.1.3)} in the last seven (7) years as on latest date of bid submission:-</p> <p><b>B.1.1)</b> Bidder must have, Executed Erection and Commissioning of Hot Reheat Coils in 110 MW or higher rating.</p> <p style="text-align: center;"><b>OR</b></p> <p><b>B.1.2)</b> Bidder must have, Executed Replacement/ Erection and Commissioning of High Pressure parts such as CRH, HRH, PSH, FSH, WATER WALLS Coils in 110 MW and higher rating.</p> <p style="text-align: center;"><b>OR</b></p> <p><b>B.1.3)</b> Bidder must have, Executed Dismantling, E&amp;C 'OR' Complete Overhauling of boiler 'OR' assembly of High Pressure Parts such as CRH, HRH,PSH,FSH, WATER WALLS ETC of 110 MW and higher rating.</p>	APPLICABLE	
C-1	<p><b><u>FINANCIAL TURNOVER:-</u></b></p> <p>Bidders must have achieved an average annual financial turnover (Audited) of <b>Rs. 8.5 Lakhs</b> or more over last three Financial Years (FY) i.e. 2011-2012, 2012-2013, 2013-2014.</p>	APPLICABLE	

C-2	<b>NETWORTH (only in case of Companies)</b> Net worth of the Bidder based on the latest Audited Accounts as furnished for 'C-1' above should be positive	APPLICABLE	
C-3	<b>PROFIT</b> 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.	APPLICABLE	
D	Assessment of Capacity of Bidder to execute the work as per sl no 9 of NIT (if applicable)	NOT APPLICABLE	By BHEL
E	<b>Approval of Customer (if applicable)</b> <b>Note:</b> Names of bidders (including consortium/Technical Tie up partners in case consortium bidding is permitted) who stand qualified after compliance of criteria A to D shall be forwarded to customer for their approval.	NOT APPLICABLE	BY BHEL
F	<b>Price Bid Opening</b> <b>Note:</b> Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria A to E	APPLICABLE	BY BHEL
G	Consortium criteria	NOT APPLICABLE	
<p><b><u>Explanatory Notes for the PQR (unless otherwise specified in the PQR):</u></b></p> <ol style="list-style-type: none"> <li>1. Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated against C-1 above along with all annexures</li> <li>2. In case audited Financial statements have not been submitted for all the three years as indicated against C-1 above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years i.e total divided by three.</li> <li>3. C-2:-NETWORTH : Shall be calculated based on the latest Audited Accounts as furnished for C-1 above. Net worth = Paid up share capital + Reserves. (Net worth is required to be evaluated in case of companies)</li> <li>4. C-3:- PROFIT : shall be NET profit (PAT + Non cash expenditure viz depreciation) earned during any one of the three financial years as in C-1 above</li> <li>5. <del>'Additional' Criteria in respect of 'Technical' criteria of PQR (as in 'B' above) for Civil, Electrical, CI, unless otherwise specified :-</del> <ol style="list-style-type: none"> <li>1. <del>_____ Bidder should have executed similar work of any one of the following:-</del> <ol style="list-style-type: none"> <li>a. <del>_____ One (1) work of value not less than Rs XXX</del></li> <li style="text-align: center;"><del>_____ OR</del></li> <li>b. <del>_____ Two (2) works of not less than Rs YYY</del></li> <li style="text-align: center;"><del>_____ OR</del></li> <li>c. <del>_____ Three (3) works of not less than Rs ZZZ</del> (Value XXX, YYY, ZZZ shall be as indicated by BHEL)</li> </ol> </li> <li>2. <del>_____ 'Similar' work for criteria 5 above means</del> <ol style="list-style-type: none"> <li>a. <del>_____ Civil or Structures or Civil &amp; Structures or Chimney respectively as applicable to the tendered scope in respect of 'CIVIL' Works</del></li> <li>b. <del>_____ Electrical works in respect of 'ELECTRICAL'</del></li> <li>c. <del>_____ CI works in respect of 'CI' Works</del></li> <li>d. <del>_____ Material Handling and/or Management works in respect of 'MM' works</del></li> </ol> </li> </ol> </li> </ol>			

6. Time period for achievement of the 'Technical' criteria of PQR (as in 'B' above) will be the **last 7 years ending** on the 'latest date' of Bid submission
7. '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. Unless otherwise specified, for the purpose of 'Technical' criteria of PQR ( as in 'B' above), the word 'EXECUTED' means:
  1. "BOILER LIGHT UP" in respect of Boiler & Aux and ESP
  2. "SYNCHRONISATION" in respect of Boiler Lit Up.
  3. ~~"STEAM BLOWING COMPLETION" in respect of at least Main Steam Line of Power Cycle Piping.~~
  4. "HYDRAULIC/Pneumatic TEST" of the system in respect of Structures, Pressure parts/IBR Piping.
  5. "CHARGING" in respect of power Transformers, Bus ducts, HT/LT switchgears
  6. ~~"Completion of RCC Shell and liner (steel or brick as per tendered scope) up to the HEIGHT specified using slip form" in case of RCC Chimney.~~
  7. ~~Achievement of physical Quantities as per respective PQRs in respect of Civil & Structures and Piling Works~~
  8. ~~'Readiness for coal Filling" in respect of Bunker Structure Work.~~
9. Boiler means CFBC/COAL FIRING BOILER. ~~any other types of Steam Generator.~~
10. For the purpose of evaluation of the PQR, one MW shall be considered equivalent to 3.5TPH where ever rating of HRSG/BOILER is mentioned in MW. Similarly, where ever rating of Gas Turbine is mentioned in terms of Frame size, ISO rating in terms of MW shall be considered for evaluation.
11. ~~In case the experience/POAWO certificate enclosed by bidders do not have separate break up prices for the E&C portion of Electrical and CI Works, (i.e. the certificates enclosed are for composite order for supply and erection of Electrical & CI and other works if any), then value of Erection and Commissioning for the Electrical & CI portion shall be considered as 15% of the supply & erection of Electrical & CI, unless otherwise specifically indicated in the PQR.~~
12. ~~Scope for capital overhaul of STG shall cover Bearing Inspection work and overhauling of all cylinders of the Turbine unless otherwise specifically indicated in the PQR.~~
13. ~~In case the tendered scope is not a Pulverised Fuel Boiler, experience of Oil/Gas Fired Boilers also can be considered unless otherwise specifically indicated in the PQR.~~
14. **The value of work (Experience submitted against PQR B) shall be updated as per the PVC indices for "All India Avg. Consumer Price Index for Industrial Workers" with base month as date of execution (completion of contract/work) and indexed upto two months prior to bid opening month.**

BIDDER SHALL SUBMIT ABOVE PRE-QUALIFICATION CRITERIA FORMAT, DULY FILLED-IN, SPECIFYING RESPECTIVE ANNEXURE NUMBER AGAINST EACH CRITERIA AND FURNISH RELEVANT DOCUMENT 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: <u>Please tick (√) whichever applicable:-</u> ONE TIME EMD / ONLY FOR THIS TENDER
5	Validity of Offer	TO BE VALID FOR SIX MONTHS FROM DUE DATE
		APPLICABILITY( BY BHEL)
		ENCLOSED BY BIDDER
6	Whether the format for compliance with <b>PRE QUALIFICATION CRITERIA</b> (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
		YES/NO
8	Copy of PAN Card	Applicable
		YES/NO
9	Whether all pages of the Tender documents including annexures, appendices etc are read understood and signed	Applicable
		YES/NO
10	Integrity Pact	Not Applicable
		YES/NO

11	Declaration by Authorised Signatory	Applicable	YES/NO
12	No Deviation Certificate	Applicable	YES/NO
13	Declaration confirming knowledge about Site Conditions	Applicable	YES/NO
14	Declaration for relation in BHEL	Applicable	YES/NO
15	Non-Disclosure Certificate	Applicable	YES/NO
16	Bank Account Details for E-Payment	Applicable	YES/NO
17	Capacity Evaluation of Bidder for current Tender	Not Applicable	YES/NO
18	Tie Ups/Consortium Agreement are submitted as per format	Not Applicable	YES/NO
19	Power of Attorney for Submission of Tender/Signing Contract Agreement	Applicable	YES/NO
20	Analysis of Unit rates	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 :**  
**SIGNATORY**

**AUTHORISED**  
**(With Name, Designation and Company seal)**

## ANNEXURE 4: **IMPORTANT INFORMATION**

1. **The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site ( [www.bhel.com](http://www.bhel.com) ----> Tender Notification -> List of Banned Firms )**
2. **All Statutory Requirements as applicable for this project shall be complied with.**
3. **Please take note of following Revised Tender Clauses:**
  - i. Notice Inviting Tender: SI No 9
  - ii. General conditions of Contract: Clause No 1.15.13 (New), Clause No 2.8.3, 2.8.4 and 2.8.5

### **4. Broad Terms & Conditions of Reverse Auction**

In continuation to Clause 19.0 of NIT (Notice Inviting Tender) following are the broad terms and conditions of Reverse Auction is given in Annexure V of NIT:

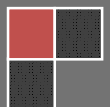
- 4.1. Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to “REVERSE AUCTION PROCEDURE” i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).
- 4.2. BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids. In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit „online sealed bid“ in the Reverse Auction. Non-submission of „online sealed bid“ by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
- 4.3. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
- 4.4. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit ‘online sealed bid’ in the Reverse Auction. Non-submission of ‘online sealed bid’ by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.

- 4.5. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
- 4.6. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
- 4.7. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
- 4.8. Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
- 4.9. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for noncompliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
- 4.10. Reverse auction will be conducted on scheduled date & time.
- 4.11. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
- 4.12. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
- 4.13. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL"s standard practice.
- 4.14. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the "Business Rules of Reverse Auction", which will be communicated before the Reverse Auction.
- 4.15. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
- 4.16. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
- 4.17. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

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# TECHNICAL CONDITIONS OF CONTRACT (TCC)

BHARAT HEAVY ELECTRICALS  
LIMITED



# TECHNICAL CONDITIONS OF CONTRACT (TCC) CONTENTS

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# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter - I: Project Information

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### 1. PROJECT INFORMATION

#### Project Information

- |                  |   |
|------------------|---|
| 1. Purchaser     | M/s Gujarat State Electricity Corporation Limited   |
| 2. Project Title | <b>Work for _Dismantling of existing Re-Heater rear assembly (89 nos. of HRH coils ) and Erection &amp; Commissioning of new Reheater Rear assembly of boiler #5 of 210 MW units at Ukai Thermal Power Station.</b> |

#### Location & Approach

- |                            |       |
|----------------------------|-------|
| 3. Nearest Railway Station | Vyara |
| 4. Nearest airport         | Surat |

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

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter - II: SCOPE OF WORKS

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### **CHAPTER – II : SCOPE OF WORKS**

#### **PRE SHUTDOWN WORK TO CARRY OUT:-**

1. Mobilization of site.
2. Arranging Gate pass hence the action should take well in advance i.e. before shutdown of unit.
3. Shifting of material i.e. HRH coils from GSECL store to work spot.
4. Shifting of special T&Ps in their stores near to the site.
5. Stacking of coils arranging as per erection schedule, cleaning, buffing, and air-sponge test.
6. Steam cleaning of coils (nearby points /hose given by customer).

#### **2.0.0. SCOPE OF WORK:**

Scope of work:-

1. Work is to be started only after getting permission from chief Boiler Inspector, Gujarat.
2. Permission of CIB, Gujarat & other formalities as per IBR act with submission of final repairing reports & approval of the same are in the scope of party.
3. Transportation of new spares of hot reheater assembly, crown plates, skin casing, tubes etc. from GSECL, UTPS main store to site of boiler unit no.5.
4. Cleaning of tube by air & steam, air and steam point is given by GSECL, arrangement like pipe and hose pipe, nozzle shall be done by contractor.
5. Erection of temporary platform. Scaffolding for lifting/shifting of reheater Rear assemblies (i.e. HRH coils) of Re-heater from ground floor to the location as per requirement is in the party's scope. Please note that wooden scaffolding will not permitted.
6. For erection/installation of re-heater, if any of water wall or SH component or part of any boiler component/structure, skin casing with crown plate & related fin welding for erection are required to be cut ,these are to be reinstalled and welded to its location along with the removal & reapplication of insulation.
7. Cutting of existing old reheater assembly (i.e. HRH coil- 89 nos.) and erection of new reheater assembly (i.e. HRH coil- 89 nos.) completely as per IBR procedure. Only IBR approved contractor/sub contractor will be allowed for this work.
8. Erection and commissioning of new HRH (89 Nos.) in such a way to match with existing cold reheat assembly and complete alignment of the same. Sealing of reheater ( HRH & CRH) area in pent house is in the scope of work along with replacement of crown plates and fabrication of heat seal tray plate required for proper fitting is done by contractor only.
9. Alignment of new reheater rear assembly (i.e. HRH coil) in their original position completely as per BHEL drg. & welding as per IBR procedures.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter - II: SCOPE OF WORKS

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10. All HP joints are to be welded by IBR approved HP welder only and copy of IBR welder are to be submitted, test for joints (HP) done by IBR welder may be taken at site, any cost regarding test has to be bear by contractor.
11. Welding of HP Joints of reheater rear assembly (i.e.HRH coils) are to be carried out as per IBR procedures. Root run by tig welding and subsequently manual arc welding with suitable IBR approved electrodes.
12. Crown plates and seal plate are to be replaced if required. However if required the same are to be utilized.
13. 100% radiography of welded joints are to be carried out.
14. Repairing of defective joints noticed during radiography must be attended parallel no any extra time, extra cost given to the contractor. Hydro test, should be carried out by the party at his own cost. No. extra payment will be made for rewelding of defective joints repairing.
15. Contractor shall have to submit radiography report along with subsequent developed films. Necessary approval from the CIB is to be obtained.
16. Hydraulic test should be conducted in the presence of boiler inspector Gujarat & necessary clearance for lit up is to obtained from CIB of Gujarat. Contractor has to clear all the liability of IBR works.
17. Any relevant work connected to Re-Heater assembly. (i.e. HRH Coils) work should be carried out at quoted rates only.
18. Re-application and fixing of insulation and cover plates which are removed for this work are to be arranged by the party.
19. Temporary platform/scaffolding should be removed by contractor before re-establishing the reheater coils & on completion of hydraulic activity before handling over the boiler for lit-up.
20. Crediting of scrap/old reheater rear assembly to main store is in scope of work.
21. Removed insulation which is not reusable is to be dumped at a place shown by EIC immediately within the range of 2 KM in TPS premises.
22. All tools tackles and lifting tackles with consumable related to work with transportation of men and material are in scope of party.
23. If work stopped by customer due other work or chemical cleaning, you will have to spare your work for minimum 6-7 days inside the boiler/penthouse area, any compensation/idle charges not given by BHEL.
24. Party will have to carry out entire work for the supply items order.
25. Time limit for the entire work is **30 (AOH Period Only) days**.
26. ***Contractor has to engage one boiler pressure part expert in consultation with SAS baroda , payment to this expert shall be made by contractor on per day basis. No extra/separate payment shall be paid to contractor.***

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter - III: SPECIAL TERMS AND OTHER CONDITIONS

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### **SPECIAL TERMS AND OTHER CONDITIONS**

#### **3.0.0. SPECIAL TERMS AND OTHER CONDITIONS**

- (1) Special Terms & Conditions are as per BHEL GCC.
- (2) Contractor should arrange proper and adequate Insurance covers for all the employee deputed/deployed by him at the site for the work.
- (3) Contractor has to furnish establishment code numbers and deduct EPF as per rules and submit a proof of its remittance to BHEL.
- (4) Necessary Labour license should be obtained based on the Form-5 issued by the Principal Employer in your name. The copy should be submitted to BHEL site I/C. If labour licence is made on your name otherwise enquiry clause No. 12- (I) will be followed by you.
- (5) Wage payment to the employees should be witnessed by BHEL site I/C or his nominee and a copy of wage register duly certified are submitted to BHEL site I/C.
- (6) Proper records are required to be maintained by the contractor on the material drawn from the stores (Includes BHEL's supply as well as spares issued from GSECL UTPS).
- (7) Security and safety of the labour of the contractor to be ensured as per statutory requirements particularly use of PPE's such as helmets, safety shoes, safety belts, welding goggles, safety hand gloves etc must be ensured.
- (8) All the logistics and procedural formalities required to be done at the Power Station for mobilization and to be followed during the course of execution are to be taken care of by Contractor. You may visit the Site and ascertain the same before quoting priced offers.
- (9) After Light-up if any defect of workmanship noticed within one month shall be attended free of cost up to 60 days.

**Note:**

- For any further clarification you are requested to kindly contact the undersigned on any working day.
- SD clause as per GCC. TDS will be deducted as per statutory requirement

#### **3.1.0. Statutory Obligations, Safety and Security:-**

Contractor and all his personnel deployed on the work shall adhere to and abide by the safety provision/norms specified and as required by BHEL and their Customer. In case of violation of any provision is noticed at any time, a fine at the discretion of our Engineer-In- Charge or as levied by BHEL and/or their Customer shall be imposed for each of such violation and shall be recovered from the contractor's Running Account Bills or any other payments due. The contractor shall submit his safety plan to BHEL Site In charge. The contractor shall maintain and submit the following records for inspection anytime by BHEL/their Client/any statutory Authority.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter - III: SPECIAL TERMS AND OTHER CONDITIONS

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- |                                    |                             |
|------------------------------------|-----------------------------|
| a) Attendance Register of Workers. | h) Fine Register.           |
| b) Pay/Wages Register.             | i) Leave Register.          |
| c) Advance Payment Register.       | j) Provident Fund Register. |
| d) O.T. Register.                  | k) Bonus Register.          |
| e) Identity Card Register.         | l) Labour license.          |
| f) Privilege Leave Register.       |                             |
| g) Workers List Register           |                             |

Contractor shall arrange round the clock security and watch & ward for the safety and security of materials, items. Tools and Plants & Spares issued to him during execution of the work. He shall also maintain proper lock & key, arrangement for storing the items dismantled from Unit or issued to him by customer. In case of any loss and/or damage to any of the equipment / spares the contractor will be held responsible.

### **3.2.0. Unsatisfactory Progress of works:-**

If your work is found not satisfactory or not progressing according to schedule given by the BHEL/GSECL . BHEL may take such action as may be deemed appropriate to see that work is completed in time at your risk and cost.

### **3.3.0. Performance Guarantee:-**

Schedule-A The contractor shall guarantee against any defects attributable to faulty workmanship/ procedure adopted/ deterioration in performance of machine in the overhaul for items covered in the contract for a period of 60 days from the date of synchronisation of the machine. The guarantee should cover all the defects noticed during this period and shall have to be attended by the contractor free of cost immediately or at the time our clients are able to give shut down of the machine for the required period when necessary.

**3.4.0 Contractor has to carry out without any charge to BHEL any activity/activities, which are not specially indicated in the scope but are essential for completing the works and to achieve a good standard of quality of work in to trial run and operation.**

**3.5.0 In case of defective workmanship or worsening of performance is noticed during trial run, rework arising due to the above shall be the liability of the contractor and no extra charges shall be paid by BHEL for such work at time convenient to the principal customer.**

**3.6.0 Any rework arising due to breaking of any part/hardware during the execution of work the above shall be the liability of the contractor and no extra charge shall be paid by BHEL for such work at time convenient to the principal customer.**

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter - IV: T&Ps AND MMEs TO BE DEPLOYED BY CONTRACTOR

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### **4.0.0. LIST OF TOOLS AND PLANTS TO BE ARRANGED BY CONTRACTOR**

#### **ANNEXURE-I**

##### **LIST OF TOOLS AND PLANTS TO BE ARRANGED BY CONTRACTOR**

1. Welding Generator sets with regulator, cables, electrodes, holders and shields etc.
2. Pulley Blocks- Single Sheave, Multi Sheave.
3. Grinding Machines.
4. Chain pulley blocks- Assorted size – as required.
5. Sets of DE and Ring spanners (6-15mm). Measuring steel tapes (3-5 meters).
6. Spirit Level Precision spirit level (with micro head).
7. Sets of box spanners (6-20mm and 22-50mm).
8. D.P. test kit (with consumable).
9. Crowbars, tin cutters, pliers (cutting plier /nose plier circlip-outside and inside)
10. Lifting devices - Eye bolts, D-shackles, Slings of various sizes, guide roads etc.
11. Torch light/hand lamps with cables.
12. 230/24V Transformer with cable and 24V bulbs.
13. Safety helmets, Safety Belts and other appliances like gas cutting/welding goggles.
14. Tarpaulins.
15. Adequate number of Electrode Heating Oven also portable type.
16. Thermo Chalks.
17. Insulating coils for preheating/post heating.
18. Grinding machine NQ1/FF2.
19. Chamfering machine.
20. Tri square.
21. Vernier calipers (0 to 300 mm).
22. Allen keys of various sizes (from 2mm onwards).
23. Screw drivers and sledge hammers etc.
24. Adjustable wrenches, pipe winches and heck saws.
25. Files - flat round, half round and square rough and smooth (sizes 6" and 12")
26. Bench grinders, straight grinders (GQ4 & GQ6 angle grinders).
27. Steel wire brushes, wire brush wheels..
28. Hand gloves asbestos, manila rope, asbestos cloth, leather and rubber gloves.
29. Set of needle files.
30. Electric drills.
31. Gas cutting and heating set with torches, regulators, hoses and cylinder(min. 6 sets).
32. Hydraulic jacks and mechanical jacks.
33. Electric switch boards and flood light arrangements with fuse boxes and isolating switches, plugs and sockets.
34. In addition to above T&P contractor will be required to fabricate related to the scope of work.
35. A necessary scaffolding material has to arrange by contractor for platform near /for the work area.

Note: The above list is only indicative and not exhaustive. Arrangement for any other T&P required for the timely completion of the job shall be the responsibility of the contractor and shall be arranged by him if the measuring instruments & tools shall be duly calibrated and recent certificate to that effect should be submitted to our Resident Manager/Engineer before the start of work.

**TECHNICAL CONDITIONS OF CONTRACT (TCC)**  
**Chapter - IV: T&Ps AND MMEs TO BE DEPLOYED BY**  
**CONTRACTOR**

---

**4.1.0. LIST OF CONSUMABLES TO BE ARRANGED BY CONTRACTOR**

**ANNEXURE -II**

**LIST OF CONSUMABLES TO BE ARRANGED BY CONTRACTOR**

**(The list is indicative only not exhaustive).**

1. Grease/Graphite grease.
2. Hacksaw blades, Tube alignment clamps, clamp & bar type scaffoldings (wooden scaffoldings are not acceptable).
3. Waste cloth/cotton.
4. Asbestos cloth/asbestos cord.
5. Emery papers/rolls.
6. Cut off wheels.
7. Grinding wheels.
8. Gas cylinders for cutting/welding.
9. Chalk pieces, marking pens, thermo chinks upto 400° C.
10. Polythene sheets.
11. Electric fuse wire, cables for the connections.
12. Gas cutting kits, welding machine, Grinding machine, Gas torch.
13. Heat treatment (pre-heat, post heat in Stress Relieving) if required.
14. BHEL approved Welding electrodes E-7018, E-8018, E-9018, BS-80 and BS-90 etc.
15. If any special types of electrodes required shall be arranged by contractor within the quoted price.

Note: The above list is only indicative and not exhaustive. Arrangement for any other consumables required for the timely completion of the job shall be the responsibility of the contractor and shall be arranged by him within his quoted rates.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter - IV: T&Ps AND MMEs TO BE DEPLOYED BY CONTRACTOR

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### **4.2.0. FACILITIES AND AMENITIES TO BE ARRANGED BY CONTRACTOR**

#### **ANNEXURE - III**

##### ***A. FACILITIES AND AMENITIES TO BE ARRANGED BY CONTRACTOR.***

1. General area lighting only will be provided to contractor. Local lighting as required to be arranged by contractor as his own cost.
2. Compressed air supply will be made available at one point (indicated by customer / GSECL). All other arrangement and accessories to be arranged by contractor at his own cost like pipe valves etc.
3. Contractor has to make necessary arrangement of accommodation for their staff at site.
4. Contractor has to make his own arrangement for transport of his own staff from residence to site and back. Similarly they have to arrange for transportation of material at site.
5. Required space near to the work spot will be provided for storing of materials and T&P but erection of temporary covering/cordoning is the responsibility of contractor only.
6. Scaffolding materials to be arranged by contractor.
7. All Normal T & P Like Welding sets, grinders, safety belts and PPE, hand tools, motor operated winch pully, puller and lifting machines, cutting torches, safety appliances, TIG Welding equipment with consumables etc., are to be arranged by party.
8. All general purpose welding electrodes, special welding electrodes for different metals are to be arranged by the party at his own cost.
9. Transportation (Hydra, crane, truck & trolley etc.) is to be arranged by the contractor for materials/components from sites to work and back. Also transportation of scrap materials to stores and scrap yards to be arranged by the contractor.
10. Contractor should arrange for cleaning of working area.
11. Crane / Hydra shall be arranged by contractor to shifting / stacking of the coils. Work shall be done round the clock.
12. Winch machine, electric chain blocks, hook-chook, slings shall be arranged by contractor that bear the load to lift heavy Coils.
13. All the apparatus/T&P/Machines/measuring instruments must have valid test reports. List of all should be submitted with BHEL Site I/c.
14. Contractor's Site I/c have to coordinate with BHEL site I/c day by day for work progress.

##### ***B. FACILITIES TO BE PROVIDED BY GSECL/BHEL ON CHARGEABLE BASIS.***

1. Workshop facility with operator will be free of cost if available with GSECL.
2. Structural materials required for temporary support on returnable basis to be transported from stores if available.
3. Water supply, Electrical power & service air will be given free of cost. You will be provided 415V, 3 ph. 50 c/s electric power connection near to the site and distribution shall be taken care of by you.
4. Accommodation in GSECL Township on chargeable basis if available.
5. Medical facilities to the extent available in GSECL.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter - V: QUALITY REQUIREMENTS

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### 5.0.0. QUALITY REQUIREMENT

- 1.0. Various inspection/ quality control / quality assurance procedure/ methods at various stages will be as per BHEL/ customer quality control procedure/ codes/ IBR and other statutory provisions and as per BHEL Engineer's instructions.
- 2.0. Preparation of quality assurance log sheets and protocols with customer's engineers, welding logs, other quality control and quality assurance documentation as per BHEL Engineer's instructions, is within the scope of work/ specification.
- 3.0. A daily log book should be maintained by Area In-charge of contractor on the job incorporating alignment/ clearance/ cutting/erection/ leveling readings and inspection details of various works related to subjected work is to be submitted to BHEL Site I/c.
- 4.0. All the important measurements like preassembly checking of alignment leveling/ Clearances work etc. and after during erection shall be recorded in the daily log book with sketches based on BHEL drawings indicating readings/ measurements actually taken and signed by BHEL/ Customer/ Contractor representatives.
- 5.0. Total quality is the watchword of the work and contractor shall strive to achieve the quality standards, procedures laid down by BHEL. He will follow the instructions as per BHEL drawings and quality standards.
- 6.0. The welder's performance will be reviewed from time to time as per the BHEL/ IBR standards and any welder not performing to the standards set by BHEL/ IBR standards will be removed from working, Contractor shall arrange for the alternate welders immediately.
- 7.0. All the welders including HP welders shall carry identity cards. Only welders duly authorised by BHEL/ Boiler inspector/ customer/ consultant shall be engaged on the work.
- 8.0. **STAGE INSPECTION BY BHEL / CUSTOMERS ENGINEERS**  
Apart from day-to-day inspection/ stage inspection of equipments by BHEL engineers, the set may be checked at various stages by customer's engineers and quality assurance teams. Contractor shall arrange all labour, tools/tackles etc. for such inspections free of cost

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## CHAPTER – VI : TIME AND SCHEDULE

---

### 6.0.0 MOBILIZATION

#### 6.1.0. PRE SHUTDOWN WORK TO CARRY OUT:-

1. Mobilization of site.
2. Arranging Gate pass hence the action should take well in advance i.e. before shutdown of unit.
3. Shifting of material i.e. HRH coils from GSECL store to work spot.
4. Shifting of special T&Ps in their stores near to the site.
5. Stacking of coils arranging as per erection schedule, cleaning, buffing, and air-sponge test.
6. Steam cleaning of coils (nearby points /hose given by customer).

#### 6.1.1. TIME SCHEDULE & MOBILIZATION

The tentative outage schedule of the Thermal Boiler set as informed by GSECL Ukai Thermal Power Station shall be in the Second week of January' 2015.

#### 6.1.2. INITIAL MOBILIZATION

Full-fledged team shall be mobilized within **2 days** after the placement of LOI and in consultation with RSM/SAS, Baroda.

#### 6.1.3. MOBILIZATION FOR ERECTION, TESTING, ASSISTANCE FOR COMMISSIONING ETC.

The activities for erection, testing, Overhauling etc. shall be started as per directions of Construction Manager/BHEL In charge of BHEL. Contractor shall mobilize further resources along with T&P (in addition to those required for activities under **clause no.2.0.0, 3.0.0, 4.0.0, & 6.0.0, of Tender**) as per requirement to commence the work of erection, testing, Overhauling etc. of boiler and auxiliaries and progressively augment the resources to match schedule of the project.

The entire work of overhauling work shall be completed within a period of **30 days**.

- ◆ Contractor has to mobilise along with Hydra / crane at earliest in order to Transport/Shift the HRH Coils from the GSECL /Store Yard to Unit # 5 before the unit shutdown.
- ◆ The tentative outage schedule of the Thermal Boiler set as informed by GSECL Ukai Thermal Power Station shall be in the Second week of January' 2015.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## CHAPTER – VII : TERMS OF PAYMENT

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### **7.0.0. Terms of Payment:-**

- 7.0.1.** 30% On completion of dismantling work.
- 7.0.2.** 50% on completion of entire work of Erection/ Replacement.
- 7.0.3.** 15% on successfully commissioning of the Boiler.
- 7.0.4.** 5% After One Month successful commissioning / full load operation / completion of all works & also on payment of all dues and submission of all the documents like No Dues certificate from customer EPF challan, Insurance, Labour License, Labour Payment sheets, proof of payment of service tax etc.

**Note:-** While submitting invoices, Vendor should mention their Bank Account No. on each of their invoices for making e-payment. Invoice should be sent in triplicate form. Ex BHEL Experts to be called by the contractor (in coordination with BHEL) for Boiler and Associated Works. Payment to these experts shall be made by Contractor.

### **7.2 Retention money: Retention amount as indicated in Clause 2.22.1 of Vol. I C 'General Conditions of Contract' .**

The bill due for payment shall be submitted to the Engineer in-charge of BHEL at site for necessary verification and processing through proper channel. It may be noted that payment will be released from the office of the RSM/Baroda after minimum fifteen days from the date of receipt of the duly verified bill from site.

**7.3 Performance Guarantee Period for Workmanship:** Guarantee Period as indicated in Clause 2.24.1 of 'General Conditions of Contract' shall be 2 Months.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-VIII: Taxes and Other Duties

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### 8.0 TAXES, DUTIES, LEVIES (Consolidated Rev 03 dated 09/04/2013)

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

##### 8.1.1

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

##### 8.1.2 Service Tax & Cess on Service Tax

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

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

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

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

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

##### 8.1.3 VAT (Sales Tax /WCT)

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

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

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-VIII: Taxes and Other Duties

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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, tolls, 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 )~~

~~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

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

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

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