

TENDER SPECIFICATION

NO: BHE/PW/PUR/DHJOP-FENCING/1586

Job: Providing fencing at Naphtha/HSD tank & FOPH area for safety & statutory clearance

AT

2X30MW STG + 4GTG WITH HRSG + 2 UB AT OPAL, DAHEJ- BHARUCH, GUJARAT

TECHNICAL BID SPECIFICATION - VOLUME- I

TENDER SPECIFICATIONS CONSISTS OF:

- **Notice Inviting Tender**
- **Volume 1 A - Technical Conditions of Contract,**
- **Volume 1 B - Special conditions of Contract,**
- **Volume 1 C - General conditions of Contract**
- **Volume 1 D - Forms & Procedures**
- **Volume 1 E – Technical Specifications and Drawing**



Bharat Heavy Electricals Limited

(A Government of India Undertaking)

Power Sector - Western Region

345-Kingsway, Nagpur-440001

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Job: Providing fencing at Naphtha/HSD tank & FOPH area for safety & statutory clearance

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2X30MW STG + 4GTG WITH HRSG + 2 UB AT OPAL, DAHEJ- BHARUCH, 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.

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PLEASE NOTE: THESE TENDER SPECS DOCUMENTS ARE NOT TRANSFERABLE.

For Bharat Heavy Electricals Limited

AGM (Purchase)

Place: Nagpur

Date:

Volume No	Description	Hosted in website bhel.com as files titled
NIL	Tender Specification Issue Details	(Part of <u>Vol-IA-1586</u>)
NIL	Notice Inviting Tender	(Part of <u>Vol-IA-1586</u>)
I-A	Technical Conditions of Contract	Vol-IA- 1586
I-B	Special Conditions of Contract	Vol-IBCD- 1586
I-C	General Conditions of Contract	(Part of <u>Vol-IBCD-1586</u>)
I-D	Forms & Procedures	(Part of <u>Vol-IBCD-1586</u>)
I-E	Volume 1 E – Technical Specifications and Drawing	Vol-IE- 1586
II	Price Bid Specification	Vol-II- 1586

1586

NOTICE INVITING TENDER

Bharat Heavy Electricals Limited



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Ref: BHE/PW/PUR/DHJOP-FENCING/1586

Date: 05/01/2016

NOTICE INVITING TENDER (NIT)

NOTE: BIDDER MAY DOWNLOAD FROM WEB SITES OR PURCHASE TENDERS FROM THIS OFFICE ALSO.

To

Dear Sir/Madam,

Sub: NOTICE INVITING TENDER

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

1.0 Salient Features of NIT

SL NO	ISSUE	DESCRIPTION	
i	TENDER NUMBER	BHE/PW/PUR/DHJOP-FENCING/1586	
ii	Broad Scope of job	<i>Providing fencing at Naphtha/HSD tank & FOPH area for safety & statutory clearance at 2X30MW STG + 4GTG WITH HRSG + 2 UB AT OPAL, DAHEJ-BHARUCH, GUJARAT</i>	
iii	DETAILS OF TENDER DOCUMENT		
a	Volume-IA	<i>Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc</i>	<i>Applicable</i>
b	Volume-IB	<i>Special Conditions of Contract (SCC)</i>	<i>Applicable</i>
c	Volume-IC	<i>General Conditions of Contract (GCC)</i>	<i>Applicable</i>
d	Volume-ID	<i>Forms and Procedures</i>	<i>Applicable</i>
e	Volume-IE	<i>Technical Specification and Drawing</i>	<i>Applicable</i>

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f	Volume-II	Price Bid Schedule	Applicable
iv	Issue of Tender Documents	<p>1. Sale from BHEL PS Regional office at : Start : 05/01/2016, Closes: 11/01/2016 , Time : 16.00 Hrs</p> <p>2. From BHEL website (www.bhel.com) Tender documents will be available for downloading from website till due date of submission</p>	Applicable
v	DUE DATE & TIME OF OFFER SUBMISSION	<p>Date : 12/01/2016, Time 15.00 Hrs Place : <u>BHEL PS Regional office at :Nagpur</u></p> <p>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:</p> <ul style="list-style-type: none"> • Pratih Gee Varghese / Sr Engineer (Purchase) • Neeraj Tiwari / Sr Engineer (Purchase) • Shivkesh Meena / Engineer (Purchase) 	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, 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</p>	Applicable
vii	EMD AMOUNT	Rs 20,000/- (Rupees Twenty Thousand Only)	Applicable

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viii	COST OF TENDER	<i>Rs 2000/-. (Rupees Two Thousand Only)</i>	<i>Applicable</i>
ix	LAST DATE FOR SEEKING CLARIFICATION	<i>Five days before the due date of offer submission. Along with soft version also, addressing to undersigned & to others as per contact address given below</i>	<i>Applicable</i>
x	SCHEDULE OF Pre Bid Discussion (PBD)		<i>Not Applicable.</i>
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)		<i>Not-Applicable</i>
xii	Latest updates	<u>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</u>	

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 and 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

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- 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 super scribed envelopes (ENVELOPE-I & ENVELOPE-II)
 - PART-II (Price Bid) - in sealed and super scribed envelope (ENVELOPE-III)
 - One set of tender documents shall be retained by the bidder for their reference
- 6.0 The contents for ENVELOPES and the superscription for each sealed cover/Envelope are as given below. **(All pages to be signed and stamped)**

Sl no	Description	Remarks
	Part-I A	
	ENVELOPE – I super scribed as : PART-I (TECHNO COMMERCIAL BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:	
	CONTAINING THE FOLLOWING:-	
i.	Covering letter/Offer forwarding letter of Tenderer.	
ii.	Duly filled-in 'No Deviation Certificate' as per prescribed format to be placed after document under sl no (i) above.	
	Note: a. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against	

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	<p>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>i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL</p> <p>ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender</p>	
iii.	<p>Supporting documents/ annexure/ schedules/ drawing etc as required in line with Pre-Qualification criteria.</p> <p>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.</p>	
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.	<i>Volume-IE: Technical Specification & Drawing</i>	
xiii.	Volume – II (UNPRICED – without disclosing rates/price, but mentioning only ‘QUOTED’ or ‘UNQUOTED’ against each item	
xiv.	Any other details preferred by bidder with proper indexing.	

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

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

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

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

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

- 7.0 Deviation with respect to tender clauses and additional clauses/suggestions in Techno-commercial bid / Price bid shall NOT be considered by BHEL. Bidders are requested to positively comply with the same.
- 8.0 BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).
- 9.0 Void
- 10.0 Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, 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.

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- 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 are 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 authorized representative to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful/Disqualified bidders under intimation to the respective bidders.
- 18.0 Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 19.0 BHEL reserves the right to decide the successful bidder on the basis of Reverse Auction process. In such case all qualified bidders will be

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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 Consortium Bidding (or Technical Tie up) shall be allowed only if specified in Pre-Qualifying Requirement (PQR) criteria, and in such a case the following shall be complied with:
- 23.1 Prime Bidder and Consortium Partner or partners are required to enter into a consortium agreement with a validity period of six months initially. In case the consortium is awarded the contract, then the Consortium Agreement between the Prime Bidder and Consortium Partner or partners shall be extended till contractual completion period including extension periods if any applicable.
- 23.2 'Standalone' bidder cannot become a **'Prime Bidder' or a 'Consortium bidder' or 'Technical Tie up bidder' in a consortium (or Technical Tie up) bidding.** Prime bidder shall neither be a consortium partner to other prime bidder nor take any other consortium partners. However, consortium partner may enter into consortium agreement with other prime bidders. In case of non-compliance, consortium bids of such Prime bidders will be rejected.
- 23.3 Number of partners for a consortium Bidding (or Technical Tie up) shall be as specified in the PQR

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- 23.4 Prime Bidder shall be as specified in the Pre-Qualification Requirement, else the bidder who has the major share of work
- 23.5 In order to be qualified for the tender, Prime Bidder and Consortium partner or partners shall satisfy (i) the Technical 'Pre Qualifying Requirements' specified for the respective package, (ii) "Assessment of Capacity of Bidder" as specified in clause 9.0
- 23.6 Prime Bidder shall comply with additional 'Technical' criteria of PQR as defined in 'Explanatory Notes for the PQR'
- 23.7 Prime Bidder shall comply with all other Pre Qualifying criteria for the Tender unless otherwise specified
- 23.8 In case customer approval is required, then Prime Bidder and Consortium Partner or partners shall have to be individually approved by Customer for being considered for the tender.
- 23.9 Prime Bidder shall be responsible for the overall execution of the contract
- 23.10 In case of award of job, Performance shall be evaluated for Prime Bidder and Consortium Partner or partners for their respective scope of work(s) as per prescribed formats
- 23.11 In case the Consortium partner or partners back out, their SDs shall be encashed by BHEL. In such a case, other consortium partner or partners meeting the PQR have to be engaged by the Prime Bidder, and if not, the respective work will be withdrawn and executed on risk and cost basis of the Prime Bidder. The new consortium partner or partners shall submit fresh SDs as applicable.
- 23.12 In case the prime Bidder withdraws, the whole contract shall be considered cancelled and short closed.
- 23.13 After execution of work, the work experience shall be assigned to the Prime Bidder and the consortium partner or partners for their respective scope of work. After successful execution of two similar works with the same consortium partner or partners under direct orders of BHEL, the Prime Bidder shall be eligible for becoming a 'standalone' bidder for similar works, subject to certification from BHEL about the active involvement of the Prime Bidder for satisfactory execution of the works.

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- 23.14 The consortium partner shall submit SD equivalent to 2% of the total contract value in addition to the SD to be submitted by the prime Bidder for the total contract value. In case there are two consortium partners, then each partner shall submit SD equivalent to 1% of the total contract value in addition to the SD to be submitted by the prime Bidder for the total contract value.
- 23.15 In case of a Technical Tie up, all the clauses applicable for the Consortium partner shall be applicable for the Technical Tie up partner also
- 24.0 The bidder shall submit documents in support of possession of 'Qualifying Requirements' duly self-certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.
- 25.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 26.0 Order of Precedence
In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:
- a. Amendments/Clarifications/Corrigenda/Errata etc issued in respect of the tender documents by BHEL
 - b. Notice Inviting Tender (NIT)
 - c. Price Bid
 - d. Technical Conditions of Contract (TCC)—Volume-1A
 - 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

01. Annexure-1: Pre Qualifying criteria.
02. Annexure-2: Check List.
03. ~~Annexure-3: Integrity Pact~~
04. Annexure-3: Important Information.

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ANNEXURE - 1

PRE QUALIFYING CRITERIA

JOB	Job: <i>Providing fencing at Naphtha/HSD tank & FOPH area for safety & statutory clearance at 2X30MW STG + 4GTG WITH HRSG + 2 UB AT OPAL, DAHEJ- BHARUCH, GUJARAT</i>
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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) (Note: To be submitted by Prime Bidder & Consortium/Technical Tie up partner jointly in case Consortium bidding is permitted, otherwise by the sole bidder)	NOT-APPLICABLE	
B	<u>Technical</u> Bidder shall essentially meet the Qualifying Requirement (i.e. B.1) as under, in last seven years as on latest date of bid submission: <u>B.1:</u> Bidder should have Executed ‘Civil works” in last seven years as on latest date of bid submission as below: B.1.1) Executed One similar work of value not less than Rs. 8.0 Lakhs against single work order. <p align="center">OR</p> B.1.2) Executed Two similar works each of value not less than Rs. 5.0 Lakhs against maximum two work orders. <p align="center">OR</p>	APPLICABLE	

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	B.1.3) Executed Three similar works each of value not less than Rs. 4.0 Lakhs against maximum three work orders.		
C-1	<u>Financial TURNOVER</u> Bidders must have achieved an average annual financial turnover (audited) of Rs 3.0 Lakhs or more over last three Financial Years (FY) i.e. 2012-2013, 2013-14, 2014-15	APPLICABLE	
C-2	<u>NETWORTH</u> (only in case of Companies) Net worth of the Bidder based on the latest Audited Accounts as furnished for 'C-1' above should be positive.	APPLICABLE	
C-3	<u>PROFIT</u> Bidder must have earned 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	
E	Approval of Customer (if applicable) Note: Names of bidders (including consortium/Technical Tie up partners in case consortium bidding is permitted) who stand qualified after compliance of criteria A to D shall be forwarded to customer for their approval.	APPLICABLE	BY BHEL

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F	<p>Price Bid Opening Note: Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria A to E</p>	APPLICABLE	BY BHEL
G	<p>Technical Tie up criteria (if applicable)</p>	Not applicable	
<p><u>Explanatory Notes for the PQR (unless otherwise specified in the PQR):</u></p> <ol style="list-style-type: none"> 1. Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated against C-1 above along with all annexures 2. In case audited financial statements have not been submitted for all the three years as indicated against C-1 above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years i.e total divided by three. 3. If financial statements are not required to be audited statutorily, then instead of audited financial statements, financial statements are required to be certified by Chartered Accountant. 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 above 6. 'Additional' Criteria in respect of 'Technical' criteria of PQR (as in 'B' above) for Civil, Electrical, CI, unless otherwise specified :- <ol style="list-style-type: none"> 1. _____ Bidder should have executed similar work of any one of the following: <ol style="list-style-type: none"> a. _____ One (1) work of value not less than Rs XXX _____ OR b. _____ Two (2) works of not less than Rs YYY _____ OR c. _____ Three (3) works of not less than Rs ZZZ (Value XXX, YYY, ZZZ shall be as indicated by BHEL) 2. 'Similar' work for criteria 5 above means <ol style="list-style-type: none"> a. Civil or Structures or Civil & Structures or Chimney respectively as applicable to the tendered scope in respect of 'CIVIL' Works b. Electrical works in respect of 'ELECTRICAL' c. CI works in respect of 'CI' Works d. Material Handling and/or Management works in respect of 'MM' works 7. 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 8. 'EXECUTED' means the Vendor should have achieved the criteria specified in the 			

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	<p>Technical criteria of PQR (as in 'B' above) even if the Contract has not been completed or closed</p> <p>9. Unless otherwise specified, for the purpose of 'Technical' criteria of PQR (as in 'B' above), the word 'EXECUTED' means:</p> <ol style="list-style-type: none">1. “BOILER LIGHT UP” in respect of Boiler & Aux and ESP2. “SYNCHRONISATION” in respect of STG/GTG and ‘SPINNING’ in case of HTG3. “STEAM BLOWING COMPLETION” in respect of at least Main Steam Line of Power Cycle Piping4. “HYDRAULIC TEST” of the system in respect of Structures, Pressure parts/IBR Piping5. “CHARGING” in respect of power Transformers, Bus ducts, HT/LT switchgears6. “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 Works8. “Readiness for coal Filling” in respect of Bunker Structure Work. <p>10. Boiler means HRSG or WHRB or any other types of Steam Generator</p> <p>11. Critical/Power Cycle piping means Main Steam, Hot Reheat, Cold Reheat, HP Bypass, LP Bypass lines</p> <p>12. 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.</p> <p>13. In case the experience/PO/WO 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.</p> <p>14. 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.</p> <p>15. In case the tendered scope is not a Pulverized Fuel Boiler, experience of Oil/Gas Fired Boilers also can be considered unless otherwise specifically indicated in the PQR.</p> <p>16. 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.</p>
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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.

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Bidder's Response to BHEL TECHNICAL PQR (WHICHEVER IS APPLICABLE)

PQR No	Pre-Qualifying Requirement	Credentials (Detailed Work Order, Completion Certificate and TDS Certificates) based on which bidder is claiming PQR	Reference of the documents	Page No
B.1:	Bidder should have Executed 'Civil works" in last seven years as on latest date of bid submission as below:			
B.1.1	Executed One similar work of value not less than Rs. 8.0 Lakhs against single work order			
B 1.2	Executed Two similar works each of value not less than Rs. 5.0 Lakhs against maximum two work orders.			
B.1.3	Executed Three similar works each of value not less than Rs. 4.0 Lakhs against maximum three work orders.			

NOTE:

BIDDERS MUST CLEARLY INDICATE IN THE TABLE ABOVE, HOW THEY ARE SATISFYING TECHNICAL PQR ALONG WITH THE REFERENCE OF THE SUPPORTING DOCUMENTS AND THE PAGE NUMBER IN WHICH THE REFERRED DOCUMENTS ARE ANNEXED IN THE BID DOCUMENT.

BHEL WILL NOT CONSIDER ANY OTHER DOCUMENT OTHER THAN THOSE SPECIFIED BY THE BIDDERS IN THE TABLE ABOVE FOR EVALUATION OF TECHNICAL PQR.

BIDDER MAY ATTACH SEPERATE SHEET IF NECESSARY

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	understood and filled with proper supporting documents referenced in the specified format		
7	Audited profit and Loss Account for the last three years	Applicable Not Applicable	YES/NO
8	Copy of PAN Card	Applicable Not Applicable	YES/NO
9	Whether all pages of the Tender documents including annexures, appendices etc are read understood and signed	Applicable Not Applicable	YES/NO
10	Integrity Pact	Applicable Not Applicable	YES/NO
11	Declaration by Authorized Signatory	Applicable Not Applicable	YES/NO
12	No Deviation Certificate	Applicable Not Applicable	YES/NO
13	Declaration confirming knowledge about Site Conditions	Applicable Not Applicable	YES/NO
14	Declaration for relation in BHEL	Applicable Not Applicable	YES/NO
15	Non-Disclosure Certificate	Applicable Not Applicable	YES/NO
16	Bank Account Details for E-Payment	Applicable Not Applicable	YES/NO
17	Capacity Evaluation of Bidder for current Tender	Applicable Not Applicable	YES/NO
18	Tie Ups/Consortium Agreement are submitted as per format	Applicable Not Applicable	-----
19	Power of Attorney for Submission of Tender/Signing Contract Agreement	Applicable Not Applicable	YES/NO

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20	Analysis of Unit rates	Applicable /Not Applicable	YES/NO
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NOTE: STRIKE OFF 'YES' OR 'NO', AS APPLICABLE. TENDER NOT ACCOMPANIED BY THE PRESCRIBED **ABOVE APPLICABLE DOCUMENTS** ARE LIABLE TO BE SUMMARILY REJECTED.

DATE:

AUTHORISED SIGNATORY

(With Name, Designation and Company seal)

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Annexure-3

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@bhhelpswr.co.in. Ph: +91 – 712 – 3048633

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

Sr Engineer Purchase, Email: nktiwari@bhhelpswr.co.in Ph: +91-712-3048651

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

- 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**
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...
bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice."

5. Following clause shall form part of the HSE documents issued under Chapter IX of Volume IB 'Special Conditions of Contract'

"In case of any financial deduction made by Customer for lapses of safety other than what is provided elsewhere in the contract, the same shall be charged on back-to-back basis on the defaulting contractor without prejudice to any other right spelt anywhere in the tender /contract"

6. Please take note of following Revised Tender Clauses:

- i. Notice Inviting Tender: Sl No 9
 - ii. General conditions of Contract: Clause 2.12, 2.14, 2.17, Clause No 1.15.13 (New), Clause No 2.8.3, 2.8.4 and 2.8.5
 - iii. Special Conditions of Contract: Clause No 4.2.1.7
7. Following Notes are added to Form F- 15 of Volume I D 'Forms & procedures'
- i. It is only indicative and shall be as per the online format issued by BHEL time to time.
 - ii. No request will be entertained after specified date of the current month w.r.t the changes requested in the scores of immediate previous month.

8. PRICE VARIATION CLAUSE

PVC Clause no. 2.17 of Vol I C GCC shall not be Applicable.

9. OVER RUN COMPENSATION

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

10. Acceptance of Bank Guarantee (BG):

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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 issued by Co-operative Banks are not acceptable”.

11. Progress Monitoring, Monthly Review and Performance Evaluation:

Clause no 2.9 of Vol-IC GCC shall not be applicable

12. 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 are given in Annexure V of NIT:

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- 12.1. 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).
- 12.2. 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.
- 12.3. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
- 12.4. 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.
- 12.5. 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.
- 12.6. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
- 12.7. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
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- ...
- 12.8. 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.
- 12.9. 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.
- 12.10. Reverse auction will be conducted on scheduled date & time.
- 12.11. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
- 12.12. 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.
- 12.13. 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.
- 12.14. 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.
- 12.15. 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.
- 12.16. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
- 12.17. 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)

Chapter - I: PROJECT INFORMATION

Sl No	DESCRIPTION	Chapter	No. OF PAGES
Volume-IA	Part-I: Contract specific details		
1	Project Information	Chapter-I	2
2	Scope of Works and Technical Specifications	Chapter-II	15
3	Facilities in the scope of Contractor/BHEL (Scope Matrix)	Chapter-III	5
4	T&Ps and MMEs to be deployed by Contractor	Chapter-IV	2
5	T&Ps and MMEs to be deployed by BHEL on sharing basis	Chapter-V	1
6	Time Schedule	Chapter-VI	1
7	Terms of Payment	Chapter-VII	1
8	Taxes and other Duties	Chapter-VIII	2

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - I: PROJECT INFORMATION

PROJECT INFORMATION				
Project	STEAM AND POWER GENERATION SYSTEM PACKAGE FOR DAHEJ PETOCHEMICAL COMPLEX			
Customer	ONGC PETRO ADDITIONS LIMITED (OPAL)			
Plant Location	Dahej SEZ in the Gulf of Khambhat			
State	Gujarat			
Nearest Important	Vadodara at a distance of 140 Km			
Nearest Railway	Dahej			
Nearest Port	Dahej			
Nearest Airport	Vadodara at a distance of 140 km			
Nearest National	New Delhi-Mumbai Trunk route passing through			
Rainy season	The main rainy season is during southwest monsoon from mid-June to Sept. This contributes 92% of average rainfall. Wettest month is July.			
Seismic Zone	Zone - III, Coordinates of the proposed project site are Latitude 21°41' 54" and 72° 36' 30".			
Sl	Parameter	Mini mum	Normal / Average	Max/ Design
1	Elevation above mean sea		7.1	
2	Barometric pressure, mbar	1008	1010	1011
3	Ambient temperature, °C	5.6	13-40	47
4	Relative humidity, %			90%@ 42 °C
5	Rainfall data: (a) for 1-hour period (b) for 24-hour period (c) average rainfall per year			(a)100mm (b)305mm (c) 1000 mm
6	Wind data (a) wind velocity/ prevailing wind direction March- October (b) Wind velocity/ prevailing		a. 44 km/h/ South west b. 15KM/Hr/ North west/North/ North East	

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - I: PROJECT INFORMATION

	wind direction: November- February (c) 100 years maximum wind speed (d) Standard for wind load calculation (e) Wind velocity for Flare design		c. 212 km/hr d. ANSI/ASCE 7-88 IS875-1987 e. 93.6 km/hr (26 m/s)	
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TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: SCOPE OF WORKS AND TECHNICAL SPECIFICATIONS

SCOPE OF WORK

Providing fencing at Naphtha/HSD tank & FOPH area for safety & statutory clearance including following activity:-

- a. **Earthwork.**
- b. **Precast barbed wire fencing as per Drawing.**
- c. **MS Gate.**
- d. **Painting.**

This scope is not limited, bidder has to complete all activity required for Handing Over of Fencing work at Naphtha/HSD tank & FOPH area to ONGC/EIL.

2.0.5 Delivery of free issue materials from BHEL stores

The work involves:

- 1) Taking delivery of all free issue materials from BHEL stores, loading, Transportation and unloading at site for fabrication and erection.

2.0.7 GENERAL

- 1) The scope of work will also include such other related works although they may not be specifically mentioned in the above paragraph and all such incidental items not specified but reasonably imply and necessary for completion of the job as a whole all as desired and as directed by the engineer.
- 2) The detail scope of work covered above is not a comprehensive list of items of work involved. The detail scope of work may vary considerably depending on the actual construction requirements.

2.0.8 ALSO INCLUDED IN THE SCOPE

Unless otherwise specified, the work to be provided by the contractor for the items e “Schedule of items” shall include but not be limited to the following.

- 1) Furnishing all labour, materials, supervision, construction plans, equipment, supplies, transport, to and from the site, fuel, electricity,

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: SCOPE OF WORKS AND TECHNICAL SPECIFICATIONS

compressed air, water, transit and storage insurance and all other incidental items and temporary works not shown on specified but reasonably implied or necessary for the proper completion, maintenance and handling over the works, except in accordance with the stipulations laid down in the contract documents and additional stipulations as may be provide by the engineer during the course of works.

- 2) Furnishing samples of all materials required by the engineers for testing/inspection and approval for use in the works. The samples may be retained by the engineer for final incorporation in the works.
- 3) Furnishing test reports for the products used or intended to be used, if called for the specifications or if so desired by the engineer.
- 4) Giving all notices, paying all fees, taxes etc., in accordance with the general conditions of contract, that is required for all works including temporary works.
- 5) Arranging manufacturer's supervision for items of work done as per manufacturer's specifications when so specified.
- 6) Carrying out topographic survey of the entire and establish levels and coordinates at.
- 7) Providing all incidental items not shown or specified but reasonably implied or necessary for the successful completion of the work in accordance with contract.
- 8) Arranging for joint checking (with BHEL/BHEL's Customer/Consultant) of all site construction activities Preparation of joint protocols for each & every activity and maintaining quality records for audit/inspection.

2.0.9 WORKS BY OTHERS

No work under the specification will be provided by any agency other than the contractor unless specifically mentioned elsewhere in the contract.

TECHNICAL SPECIFICATIONS

SECTION DESCRIPTION

1) SECTION – A LIST OF TECHNICAL SPECIFICATIONS

NOTE:

Contractor has to make himself well conversant with the Customer specification. In case of ambiguity between BHEL and customer specification, customer specification shall prevail.

2.0.10 PREAMBLE FOR THE SCHEDULE OF QUANTITIES/BOQ.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: SCOPE OF WORKS AND TECHNICAL SPECIFICATIONS

- 1) Details of the items in this Schedule shall be read in conjunction with the Corresponding EIL / OPaL specifications, drawings and other documents and shall have precedence over any contrary statement mentioned anywhere in this document.
- 2) The work shall be carried out as per construction drawings, specifications, the description of the items in this schedule and/or Engineer's instructions, Drawings enclosed with these documents are only indicative giving some idea of the type of work involved. The layout, sizes and details of the building, structures and foundations shown in tender drawings may vary at a large extent during actual construction. Final drawings will be issued progressively during the execution of the work.
- 3) Items of work provided in this schedule but not covered in the specifications shall be executed strictly as per instructions of the Engineer.
- 4) Unless specifically mentioned otherwise in the contract, the bidder shall quote his rates for the finished items and shall provide for the complete cost towards fuel, tools, tackle, equipment, constructional plant , temporary works, labour materials, levies , taxes , transport, layout, repairs, rectification, maintenance till handing over, supervision, shops, establishments, services, temporary roads, revenue expenses, contingencies, overheads, profits and all incidental items not specifically mentioned but reasonably implied and necessary to complete the works according to the contract.
- 7) The quantities of the various items mentioned in the schedule are approximate and may vary up to any extent or be deleted altogether. The overall variation in contract value on execution shall be dealt as per GCC. Contractor has to obtain prior approval of BHEL/EIL before procurement of bought out items/ building materials including Cement.
- 8) Rates shall be quoted both in figures and in words in clear legible writing. No over writing is allowed. All scoring and cancellation should be counter signed by the bidder. In case of illegibility, the interpretation of the engineer shall be final. All entries shall be in English language.
- 9) Engineers decision shall be final and binding on the contractors regarding clarification of items in this schedule with respect to the other section of the contract.
- 10) In case of any discrepancy between item description, relevant drawing and/or specification
Clarification shall be sought at tender stage itself. Otherwise it shall be assumed that the bidder has quoted for the more stringent requirement.

2.0.11 HIERARCHY

In case of any conflict/deviations amongst various documents, the order of precedence shall be as follows

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: SCOPE OF WORKS AND TECHNICAL SPECIFICATIONS

- 1) Statutory Regulations
- 2) EIL / OPaL specification
- 3) Items in Schedule of quantities
- 4) IS/BS standards
- 5) BHEL's standard specification (with prior approval of Engineer-in-charge).

2.0.2 Construction Power & Water:

2.0.2.1 CONSTRUCTION POWER: Shall be provided on chargeable basis.

Tariff & other details shall be as follows:

1. Construction power will be provided on chargeable basis at a single point. The charges will comprise of per unit charges as charged by M/s Torrent plus 56% additional charges towards fixed cost. Hence the monthly charges to be paid by bidder will be as below:

Monthly Charge = 1.56 X (per unit rate charged by M/s Torrent) X (Units consumed for that month)

Per unit rate charged by M/s Torrent may vary in future and same shall be applicable to contractor. At present, the rate charged by M/s Torrent is Rs 6.30 per unit as energy charges.

There will be number of contractors using construction power at LT side. In case there is a difference in energy consumption in HT & LT side, i.e the sum of LT side energy meter readings with individual agency are less than the total energy consumption recorded in HT side energy meter of respective month, the differential consumption shall be proportionately distributed among all users in line with their energy consumption

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: SCOPE OF WORKS AND TECHNICAL SPECIFICATIONS

2. Construction power (three phase, 415 V/ 440 V) will be provided at one point near the site at a distance of approx. 500M. **The electricity shall be provided on chargeable basis including all taxes, duties, levies etc as applicable.** Further distribution shall be arranged by the contractor at his own cost and services. Contractor shall be responsible for fulfillment of all requirements including statutory requirements in this regard. Contractor shall deploy and install required energy meter, cables, fuses, distribution boards, switchboards, bus bars, earthing arrangements, protection devices and any other installation as specified by statutory authority/act. Contractor shall also obtain approvals of appropriate authority and pay necessary fees, levies etc towards the clearance of such installations, prior to use. Sufficient power factor compensation equipments like capacitor shall be provided by contractor for reactive loads like welding machines etc. In case of any fine/penalty on account of low power factor, same shall be shared by contractor proportionately according to power consumption.
3. Contractor shall make necessary arrangements for onward distribution of construction power taking due care of surrounding construction activities like movement of cranes & vehicles, civil work, fabrication/construction/assembly/ erection etc and safety of personnel. It may become necessary to relocate some of the installations to facilitate work by other agencies or by him.
4. It shall be the responsibility of the Contractor to provide, maintain the complete installation on the load side of the supply with due regard to the safety requirements at site. All cabling and installations shall comply in all respects with the appropriate statutory requirements. The installation and maintenance of this shall be done by licensed and experienced electrician.
5. While reasonable efforts will be made to ensure continuous electric power supply, interruptions cannot be ruled out and no claim from the Contractor shall be entertained on this account such as idle labor, extension of time etc. The Contractor shall adjust his working shift accordingly and deploy additional manpower, if necessary, so as to achieve the target.
6. Contractor shall be well equipped with back-up power supply arrangement like DG set and diesel operated welding machine etc to tackle situations arising due to failure of supplied power, so as to ensure

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: SCOPE OF WORKS AND TECHNICAL SPECIFICATIONS

continuity and completion of critical processes that are underway at the time of power failure or important activities planned in immediate future.

7. BHEL is not responsible for any loss or damage to the Contractor's equipment as a result of variations in voltage or frequency or interruptions in power supply.
8. **Contractor to note that till construction power is made available by BHEL, contractor shall make his own arrangement like DG set etc. The contractor shall also take the approval/ permission of Gujarat State statutory authorities for his DG set installation.**
9. Contractor is requested to maintain the power factor above 0.95. On account of lapses by contractor on such account, the penalty as charged by M/s Torrent Power on account of drop in power factor below 0.9 shall be charged proportionately by sub-contractors working in the respective calendar month.
10. Contractor is advised to maintain the calibrated energy measuring instruments and use their system as efficiently as possible to maintain the HT side input energy meter reading and LT side outgoing energy meter reading to sub-contractors as equal.

In case there is any difference between the sum of the LT side meter readings of all sub-contractors and the HT side meter reading of M/s Torrent, same shall be distributed proportionately among all sub-contractors working during the respective calendar month.

- 1) Any taxes, duties, levies, cess etc as being charged/ levied by M/s Torrent/ state statutory authority shall be passed on to the sub-contractors proportionately in the respective calendar month bill.

2.0.2.2 Construction and Potable water shall be arranged by Contractor within the quoted rate. No additional payment shall be made on account of this.

2.0.3 Field Quality Assurance:

The contractor shall be responsible for day-to-day quality checks of concrete and other building materials during the progress of work. All quality records and log sheets shall be maintained as per the requirement of BHEL/BHEL'S customer and as per field quality plan approved by **BHEL/OPAL**. For this,

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contractor shall either establish their own field quality lab or have tie-up with approved lab by BHEL in/outside of the plant.

2.0.4 Reconciliation of steel issued by BHEL (free of cost):

2.0.4.1 MATERIAL

- 1) Steel like (structural, reinforcement bars and 40mm dia. MS round earthing rod/ GI flats) as specified in relevant BOQ shall be issued at free of cost by BHEL for use in the work covered in this contract from BHEL stores/store yard. The contractor shall collect these materials from BHEL stores/store yard at specified places at his own cost and store the same at the work site or in his stores as per standard norms. Materials issued will be used only for construction of permanent works.
- 2) BHEL reserves the right to recover from the contractor any loss arising out of damage/ theft or any other causes or during verification/stacking or at any time under the custody of the contractor.
- 3) The contractor shall take care of material issued by BHEL and shall protect the same from damage and weathering. Contractor shall take due care for storing and stacking of cement **procured by the contractor**.
- 4) The contractor shall in no case be entitled for any compensation on account of any delay in supply or non-supply thereof for all or any such materials. However in case of non-availability of any specific section(s) which delays the completion of work, such cases shall be recorded separately during the joint review meeting at site and the shall be considered for time extension of contract.
- 5) No material shall be issued to the contractor except as those indicated and mentioned above i.e structural steel, reinforcement and MS round earthing rod/GI flats as specified in relevant BOQ. Contractor will have to make his own arrangement at his own cost for procurement of any other materials except as mentioned above, as required for the works and of such quality as acceptable to BHEL.
- 6) The contractor shall maintain proper store account for all the BHEL issued materials and shall give **Three (03) copies of monthly-computerized reconciliation statement** of such account showing total receipt, consumption and balance at site to the BHEL. BHEL Engineer's certification for the reconciliation of steel shall be final. The detailed

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: SCOPE OF WORKS AND TECHNICAL SPECIFICATIONS

reconciliation (dia. Wise or as required) shall be done **every month and before submission of final bill.**

- 7) Contractor shall also carryout in complete association with BHEL, the material management functions and execution like day-to-day update of materials, issued to contractor, accounting for surplus/scrap material returned etc. These functions shall also be carried out through computerized system utilizing suitable software. Contractor shall engage experienced software personnel to associate on dedicated basis for efficient discharge of the same in time.
- 8) The contractor shall solely be responsible for the safety & security of material after it is handed over and issued to contractor by the BHEL.
- 9) BHEL issued materials, shall not be under any circumstances whatsoever, and shall be taken out of the project site unless otherwise permitted by BHEL for outside job.

BHEL WILL NOT ISSUE REINFORCEMENT FOR PRECAST FENCING POST BIDDER HAS TO ARRANGE ON ITS OWN COST.

1) .

2.0.6 ISSUE OF BHEL MATERIALS

Issue of steel: -The steel shall be issued to the contractor on the following basis:

(A)	Reinforcement Steel	Weighment basis (unit – MT)/ linear and earthing rod (MS round). Measurement (section wt. As per relevant IS code)
3	IS:1732- 1971/IS-1786	Rounds including deformed high yield strength bars/TMT rebar.

2.0.7 RETURN OF MATERIALS:

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Return of steel:-

All surplus steel and all wastage materials will be taken back on weighment basis. However linear measurements shall also be acceptable for unused/ full size materials.

Surplus, unused and un-tampered steel shall be sorted section-wise and returned separately for a place directed by BHEL/engineer within the project area, return of such materials will not be entitled to any handling and incidental charges.

All wastage / scrap (including melting scrap, wastage, and unusable scrap) shall be returned item wise to the stores and a receipt obtained for material accounting purposes. Return of such material will not be entitled to any additional cost due handling and transportation and incidental charge.

All scrap for reinforcement (cut pieces) shall be returned separately.

2.0.8 STEEL CONSUMPTION AND WASTAGE:-

2.1.1 Reinforcement Steel, MS earthing rod, GI gratings, Foundation bolts and MS Rails Consumption

The theoretical consumption of various sections and/or diameter of reinforcement and earthing rod steel shall be based on approved construction drawing and bar bending schedule. Weight shall be calculated considering the sectional weights as per Indian standards. No extra cost shall be payable to the contractor for any deviation in weights for the different procedures adopted for issue and calculation of the theoretical consumption including rolling tolerances.

- a. Actual consumption = Issue – Surplus.
- b. Surplus = un-tampered, unused, uncut QTY of steel **including serviceable material** returned by the contractor to BHEL store along-with relevant documents.
- c. Wastage = Actual consumption – Theoretical consumption.

2.1.2 Reinforcement Steel, MS earthing rod, GI gratings, Foundation bolts and MS Rails Wastage

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter – II: SCOPE OF WORKS AND TECHNICAL SPECIFICATIONS

- a. **Allowable Wastage:** (+3%) of the theoretical consumption shall be considered as allowable wastage.

Wastage and scrap shall be as per actual weighment basis.		
Sl no.	Reinforcement steel & MS earthing rod	Basis of issue & penal recovery
R-1	Theoretical consumption (without considering wastage and scrap or loss)	Free
R-2	Wastage limited to plus THREE percent (+3%) of aforesaid theoretical consumption (R-1) towards allowable wastage.	Free
R-3	Wastage beyond THREE percent (+3%) of the theoretical consumption above (R-1).	Penal rate

2.0.9 RECONCILIATION OF BHEL ISSUED MATERIALS: -

- 1) The contractor shall submit a reconciliation statement of steel issued to them with each RA bill. BHEL engineer's certification will be final on this matter.
- 2) At the time of submission of bill(s), the contractor shall properly account for the material issued to him as specified herein to the satisfaction of BHEL certifying that the balance materials are available with contractor's custody at site.
- 3) At the time of submission of bills by the contractor, if it is noticed by BHEL that the wastage is high and calls recovery at the penal rate, then BHEL will proceed for recovery for the excess wastage as per penal recovery rates as specified.
- 4) The approved drawings/bar bending schedules are to be considered for the purpose of reconciliation of materials.

2.0.10 RECOVERY OF MATERIAL:-

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: SCOPE OF WORKS AND TECHNICAL SPECIFICATIONS

- **If wastage exceeds the specified limit, the recovery of excess wastage shall be made from monthly r/a bill at the penal rate.**

Penal Rate of Materials

Sl.No	Description	UOM	Penal Rate (in Rs)
A	Reinforcement steel and earthing rod etc.	MT	55, 000/-

2.0.11 PROCUREMENT OF MATERIALS BY SUCCESSFUL CONTRACTORS AND TESTING:

Material required for the entire job (other than issued by BHEL as explained above) like cement, TMT , sand, aggregates, painting & finishing material & all other material required for the completion of entire scope have to be arranged by the contractor, except those specifically indicated as BHEL scope of supply. BHEL reserves the right to reject any material not found satisfactory.

Contractor shall produce manufacturer's test certificate (**MTC**) for cement for every batch of manufacturing along with each consignment brought to the site. Cement shall be procured from fresh stock only. Apart from the above, it shall be the responsibility of contractor to get the testing of cement, or any other materials procured from outside laboratory approved by **BHEL/OPAL** to ascertain the quality if insisted by **BHEL/BHEL's customer**.

Rate quoted shall be inclusive of all such contingencies and no additional payment shall be made on this account. For this purpose, sample shall be collected at site in presence of **BHEL/BHEL customer's** representative.

Bidders are requested to specifically note the following:

*Bidders are requested to have **pre-bid visit/ inspection of site** to make them fully acquainted with the site situation & nature of job. No claim shall be entertained at later date on account of non-familiarization of site condition. Bidders may fix up their site visit in consultation with construction manager BHEL site office OPAL, DAHEJ. Name, address & contact point of site is as below:*

SHRI SATISH KUMAR/GM (General Manager)

Mobile No: +919979844610

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter – III: Facilities in the scope of contractor/BHEL (SCOPE MATRIX)

Sl.No	Description	Scope / to be taken care by		Remarks
		BHEL	Bidder	
3.1	ESTABLISHMENT			
3.1.1	FOR CONSTRUCTION PURPOSE:			
a	Open space for office (as per availability)	Yes		Location will be finalized after joint survey with owner
b	Open space for storage (as per availability)	Yes		Location will be finalized after joint survey with owner
c	Construction of bidder's office, canteen and storage building including supply of materials and other services		Yes	
d	Bidder's all office equipments, office / store / canteen consumables		Yes	
e	Canteen facilities for the bidder's staff, supervisors and engineers etc		Yes	
f	Fire fighting equipments like buckets, extinguishers etc		Yes	
g	Fencing of storage area, office, canteen etc of the bidder		Yes	
3.1.2	FOR LIVING PURPOSES OF THE BIDDER			
a	Open space for labour colony (as per availability)		Yes	Contractor has to make his own arrangements for space, shelter and transportation of labours as per their requirement.

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter – III: Facilities in the scope of contractor/BHEL (SCOPE MATRIX)

Sl.No	Description PART I	Scope / to be taken care by		Remarks
		BHEL	Bidder	
b	Labour Colony with internal roads, sanitation, complying with statutory requirements		Yes	
3.2.0	ELECTRICITY			
3.2.1	Electricity for construction purposes 3 Phase 415/440 V (To be specified whether chargeable or free)			
a	Single point source	Yes		Shall be provided by BHEL on chargeable basis. Pl. refer clause no. 2.0.2 in this regard.
b	Further distribution including all materials, Energy Meter, Protection devices and its service		Yes	
c	Duties and deposits including statutory clearances if applicable		Yes	
3.2.2	Electricity for the office, stores, canteen etc of the bidder.			Contractor has to make his own arrangement.
a	Single point source		Yes	
b	Further distribution including all materials, Energy Meter, Protection devices and its service		Yes	
c	Duties and deposits including statutory clearances if applicable		Yes	
3.2.3	Electricity for living accommodation of the bidder's staff, engineers, supervisors etc		Yes	Contractor has to make his own arrangement.
a	Single point source		Yes	

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter – III: Facilities in the scope of contractor/BHEL (SCOPE MATRIX)

Sl.No	Description PART I	Scope / to be taken care by		Remarks
		BHEL	Bidder	
b	Further distribution including all materials, Energy Meter, Protection devices and its service		Yes	
c	Duties and deposits including statutory clearances if applicable		Yes	
3.3.0	WATER SUPPLY			
3.3.1	For construction purposes: (to be specified whether chargeable or free)			
a	Making the water available at single point		yes	Contractor has to make his own arrangement.
b	Further distribution as per the requirement of work including supply of materials and execution		Yes	
3.3.2	Water supply for bidder's office, stores, canteen etc			
a	Making the water available at single point			Contractor has to make his own arrangement.
b	Further distribution as per the requirement of work including supply of materials and execution		Yes	
3.3.3	Water supply for Living Purpose			Contractor has to make his own arrangement.
a	Making the water available at single point		Yes	
b	Further distribution as per the requirement of work including supply of materials and execution		Yes	
3.4.0	LIGHTING			

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter – III: Facilities in the scope of contractor/BHEL (SCOPE MATRIX)

Sl.No	Description PART I	Scope / to be taken care by		Remarks
		BHEL	Bidder	
a	For construction work (supply of all the necessary materials) 1. At office/storage area 2. At the preassembly area 3. At the construction site /area		Yes	
b	For construction work (execution of the lighting work/ arrangements) 1. At office/storage area 2. At the preassembly area 3 At the construction site /area		Yes	
c	Providing the necessary consumables like bulbs, switches, etc during the course of project work		Yes	
d	Lighting for the living purposes of the bidder at the colony / quarters		Yes	
3.5.0	COMMUNICATION FACILITIES FOR SITE OPERATIONS OF THE BIDDER			
a	Téléphone, fax, internet, intranet, e-mail etc		Yes	
3.6.0	COMPRESSED AIR wherever required for the work		Yes	
3.7.0	Demobilization of all the above facilities		YES	
3.8.0	TRANSPORTATION			
a	For site personnel of the bidder		Yes	
b	For bidder's equipments and consumables (T&P, Consumables etc)		Yes	

Sl.No	Description	Scope / to be taken care by	Remarks
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TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter – III: Facilities in the scope of contractor/BHEL (SCOPE MATRIX)

	PART II	BHEL	Bidder	
	3.9.0 ERECTION FACILITIES			
3.9.1	Engineering works for construction:			NOT APPLICABLE
a	Providing the erection/constructions drawings for all the equipments covered under this scope	Yes		For Details Pl refer Chapter-IX-
b	Drawings for construction methods	Yes	Yes	In consultation with BHEL
c	As-built drawings – where ever deviations observed and executed and also based on the decisions taken at site- example – routing of small bore pipes		Yes	Changes are to be marked in drawing & handover to BHEL on completion of work.
d	Shipping lists etc for reference and planning the activities			NOT APPLICABLE
e	Preparation of site erection schedules and other input requirements		Yes	In consultation with BHEL
f	Review of performance and revision of site erection schedules in order to achieve the end dates and other commitments	Yes	Yes	In consultation with BHEL
g	Weekly erection schedules based on Sl No. e		Yes	In consultation with BHEL
h	Daily erection / work plan based on Sl No. g		Yes	In consultation with BHEL
i	Periodic visit of the senior official of the bidder to site to review the progress so that works are completed as per schedule. It is suggested this review by the senior official of the bidder should be done once in every two months.		Yes	

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter – III: Facilities in the scope of contractor/BHEL (SCOPE MATRIX)

Sl.No	Description PART II 3.9.0 ERECTION FACILITIES	Scope / to be taken care by		<i>Remarks</i>
		BHEL	Bidder	
j	Preparation of preassembly bay			NOT APPLICABLE
k	Laying of racks for gantry crane if provided by BHEL or brought by the contractor/bidder himself			NOT APPLICABLE
L	Arranging the materials required for preassembly			NOT APPLICABLE

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter – IV : T&Ps AND MME TO BE DEPLOYED BY CONTRACTOR

TOOL & PLANTS

SN	DESCRIPTION
1	(b) T & Ps FOR CIVIL WORKS ALL T&P REQUIRED COMPLETING THE JOB. BHEL WILL NOT ISSUE ANY T&P.

B: MEASURING AND MONITORING DEVICES (MMD):

AS PER REQUIREMENT TO BE FINALIZED AT SITE.

NOTE:

This above list is only indicative and neither exhaustive nor limiting. Quantities indicated above are only the minimum required. Contractor shall deploy all necessary T&P to meet the schedules & as prescribed by **BHEL engineer** and required for completion of work.

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

No T&Ps will be provided by BHEL for this work.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – VI: Time Schedule

6.1 TIME SCHEDULE & MOBILIZATION

6.1.1 INITIAL MOBILIZATION AND TENTATIVE SCHEDULE

Contractor shall reach site, make his site establishment and be ready to commence the work **within two weeks from the date of fax Letter of Intent** or as per directions of Construction Manager/ Project Manager of BHEL.

The contractor has to subsequently augment his resources in such a manner that the entire works are completed within the contract period of **45 (forty five) days** in a manner required by BHEL to match with the project schedule.

THE DATE OF START WILL BE FIFTEEN DAYS FROM ISSUE OF LOI.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – VII: TERMS OF PAYMENT

7.00 TERMS OF PAYMENT

7.0.1 PROGRESSIVE PAYMENT FOR CIVIL, STRUCTURAL AND ARCHITECTURAL WORK.

THE PERCENTAGE OF PAYMENT FOR PROGRESSIVE COMPLETION OF WORK IN VARIOUS CATEGORIES OF WORK SHALL BE AS UNDER:

7.0.2 CIVIL AND ARCHITECTURAL WORK

100% OF ITEM RATE ON PRORATA BASIS AGAINST MONTHLY RA BILLS

The RA bill payment shall be made as made as per Cl no 10.0 of Chapter –X of SPECIAL CONDITIONS OF CONTRACT and as per Cl no: 2.6 of GCC

7.0.3 EXTRA/ADDITIONAL ITEMS OF WORK: - AS PER GENERAL CONDITIONS OF CONTRACT.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – VIII: TAXES & 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

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – VIII: TAXES & OTHER DUTIES

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.

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.~~

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – VIII: TAXES & OTHER DUTIES

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.

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.