

# **TENDER SPECIFICATION**

**NO: BHE/PW/PUR/PIVVG-ECP/1592**

**Job:** “Mechanical E&C Work in Electro Chlorination Plant at 2x350 MW BHEL Pipavav site.”

## **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

# **TENDER SPECIFICATION**

**NO: BHE/PW/PUR/PIVVG-ECP/1592**

**Job:** “Mechanical E&C Work in Electro Chlorination Plant at 2x350 MW BHEL Pipavav site.”

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:

Volume No	Description	Hosted in website bhel.com as files titled
NIL	Tender Specification Issue Details	(Part of <b><u>Vol-IA-1592</u></b> )
NIL	Notice Inviting Tender	(Part of <b><u>Vol-IA-1592</u></b> )
I-A	Technical Conditions of Contract	Vol-IA- <b>1592</b>
I-C	General Conditions of Contract including applicable forms	(Part of <b><u>Vol-IBCD-1592</u></b> )
II	Price Bid Specification	Vol-II- <b>1592</b>

1592

# NOTICE INVITING TENDER

Bharat Heavy Electricals Limited



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**Notice Inviting Tender**

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**NO: BHE/PW/PUR/PIPVG-ECP/1592**

Date: 18/01/2016

**NOTICE INVITING TENDER (NIT)**

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

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To

Dear Sir/Madam,

**Sub: NOTICE INVITING TENDER**

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

**1.0 Salient Features of NIT**

SL NO	ISSUE	DESCRIPTION	
i	<b>TENDER NUMBER</b>	<b>BHE/PW/PUR/PIPVG-ECP/1592</b>	
ii	<b>Broad Scope of job</b>	<b>“Mechanical E&amp;C Work in Electro Chlorination Plant at 2x350 MW BHEL Pipavav site-Gujrat.”</b>	
iii	<b>DETAILS OF TENDER DOCUMENT</b>		
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>Not 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-II	<i>Price Bid Schedule</i>	<i>Applicable</i>

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<b>iv</b>	<b>Issue of Tender Documents</b>	<p><b>1. <u>Sale from BHEL PS Regional office at :</u></b>  <b>Start : 18/01/2016,</b>  <b>Closes: 23/01/2016 , Time : 16.00 Hrs</b></p> <p><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</p>	<i>Applicable</i>
<b>v</b>	<b>DUE DATE &amp; TIME OF OFFER SUBMISSION</b>	<p><b>Date : 25/01/2016, Time 15.00 Hrs</b>  <b>Place : <u>BHEL PS Regional office at :Nagpur</u></b></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"> <li>• Pratish Gee Varghese / Sr Engineer (Purchase)</li> <li>• Shivkesh Meena / Engineer (Purchase)</li> </ul>	<i>Applicable</i>
<b>vi</b>	<b>OPENING OF TENDER</b>	<p><b>1 hours after the latest due date and time of Offer submission</b></p> <p>Notes:  (1) In case the due date of opening of tender becomes a non-working day, then the due date &amp; 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>	<i>Applicable</i>
<b>vii</b>	<b>EMD AMOUNT</b>	Rs 20,000/- (Rupees Twenty Thousand Only)	<i>Applicable</i>
<b>viii</b>	<b>COST OF TENDER</b>	Rs 2000/- (Rupees Two Thousand Only)	<i>Applicable</i>
<b>ix</b>	<b>LAST DATE</b>	Five days before the due date of	

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	<b>FOR SEEKING CLARIFICATION</b>	<i>offer submission. Along with soft version also, addressing to undersigned &amp; to others as per contact address given below</i>	<i>Applicable</i>
<b>x</b>	<b>SCHEDULE OF Pre Bid Discussion (PBD)</b>		<i>Not Applicable.</i>
<b>xi</b>	<b>INTEGRITY PACT &amp; DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)</b>		<i>Not-Applicable</i>
<b>xii</b>	<b>Latest updates</b>	<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 (<a href="http://www.bhel.com">www.bhel.com</a> -- &gt;Tender Notifications →View Corrigendums) <b>and not in the newspapers.</b> 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 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

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- 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
	<b>Part-I A</b>	
	<b>ENVELOPE – I super scribed as :</b> PART-I (TECHNO COMMERCIAL BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:  <b>CONTAINING THE FOLLOWING:-</b>	
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.  <b>Note:</b> a. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be placed after document under sl no (i) above. It shall be specifically noted that deviation	

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	<p>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.—	<del>Integrity Pact Agreement (Duly signed by the authorized signatory)</del>	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.—	<del>Volume – I B : Special Conditions of Contract (SCC)</del>	
x.	Volume – I C : General Conditions of Contract (GCC)	
xi.—	<del>Volume – I D : Forms &amp; Procedures</del>	
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>	
	<p><b>ENVELOPE – II super scribed as:</b> PART-I (EMD/COST of TENDER) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:</p>	

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<b>CONTAINING THE FOLLOWING:-</b>		
i.	1. Earnest Money Deposit (EMD) in the form as indicated in this Tender <p style="text-align: center;"><b>OR</b></p> 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> Super scribed 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>		
<b>ENVELOPE-IV</b> (MAIN ENVELOPE / OUTER ENVELOPE) Super scribed as: TECHNO-COMMERCIAL BID, PRICE BID & EMD TENDER NO: NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION:		
<b>CONTAINING THE FOLLOWING:</b>		
i	<ul style="list-style-type: none"><li>○ Envelopes I</li><li>○ Envelopes II</li><li>○ Envelopes III</li></ul>	

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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.
- 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

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- 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 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.

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- 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 **VOID**
- 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)

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**Enclosure**

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

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**ANNEXURE - 1**

**PRE QUALIFYING CRITERIA**

JOB	<b>“Mechanical E&amp;C Work in Electro Chlorination Plant at 2x350 MW BHEL Pipavav site-Gujrat.”</b>
<b>Tender Specification Number: BHE/PW/PUR/PIVVG-ECP/1592</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>(Note: To be submitted by Prime Bidder &amp; Consortium/Technical Tie up partner jointly in case Consortium bidding is permitted, otherwise by the sole bidder)</b>	<b>NOT-APPLICABLE</b>	
B	<p><b>Technical</b> Bidder shall essentially meet the Qualifying Requirement (i.e. B.1) as under, in last seven years as on latest date of bid submission:</p> <p><b>B.1:</b>Bidder should have Executed ‘Mechanical E&amp;C works in a Power Plant’ as below:</p> <p><b>B.1.1)</b> Executed One similar work of value not less than Rs. <b>8.0</b> Lakhs against single work order.</p> <p align="center">OR</p> <p><b>B.1.2)</b> Executed Two similar works each of value not less than Rs. <b>5.0</b> Lakhs against maximum two work orders.</p> <p align="center">OR</p> <p><b>B.1.3)</b> Executed <b>Three</b> similar works each of value not less than Rs. <b>4.0</b> Lakhs against maximum three work orders.</p>	<b>APPLICABLE</b>	

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C-1	<b><u>Financial TURNOVER</u></b> Bidders must have achieved an average annual financial turnover (audited) of <b>Rs 3.0 Lakhs</b> or more over last three Financial Years (FY) i.e. 2012-2013, 2013-14, 2014-15	<b>APPLICABLE</b>	
C-2	<b><u>NETWORTH</u></b> (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.	<b>APPLICABLE</b>	
C-3	<b><u>PROFIT</u></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.	<b>APPLICABLE</b>	
F	Price Bid Opening <b>Note:</b> Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria A to E	<b>APPLICABLE</b>	BY BHEL
G	Technical Tie up/Consortium criteria (if applicable)	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>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>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>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.</li> <li>C-2:-<b>NETWORTH</b>: 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>C-3:- <b>PROFIT</b> : 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> </ol>			

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|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <ol style="list-style-type: none"><li>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</li><li>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</li><li>8. The value of work (Experience submitted against PQR B) shall be updated as per the PVC indices for "<b>All India Avg. Consumer Price Index for Industrial Workers</b>" with base month as date of execution (completion of contract/work) and indexed upto two months prior to bid opening month.</li></ol> |
|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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)**

<b>PQR No</b>	<b>Pre-Qualifying Requirement</b>	<b>Credentials (Detailed Work Order, Completion Certificate and <b>TDS Certificates</b> ) based on which bidder is claiming PQR</b>	<b>Reference of the documents</b>	<b>Page No</b>
B.1:	Bidder should have Executed 'Mechanical E&C works in a Power Plant" as below::			
B.1.1	Executed One similar work of value not less than Rs. <b>8.0</b> Lakhs against single work order.			
B 1.2	Executed Two similar works each of value not less than Rs. <b>5.0</b> Lakhs against maximum two work orders.			
B.1.3	Executed <b>Three</b> similar works each of value not less than Rs. <b>4.0</b> 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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	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](mailto:rajeebc@bhhelpswr.co.in). Ph: +91 – 712 – 3048633

Sr Engineer Purchase, Email: [pgv@bhhelpswr.co.in](mailto:pgv@bhhelpswr.co.in), Ph: +91 – 712 – 3048713

Sr Engineer Purchase, Email: [nktiwari@bhhelpswr.co.in](mailto:nktiwari@bhhelpswr.co.in) Ph: +91-712-3048651

Engineer Purchase, Email id: [svm@bhhelpswr.co.in](mailto: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](http://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](http://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](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 changes in the General condition of Contract:**

- Clause 2.9: Progress Monitoring, Monthly Review and Performance Evaluation: Clause 2.9 of GCC is NOT APPLICABLE-However BHEL & Agency shall mutually agree about delays attribution in work execution. In case failure to arrive mutually agreeable delay causes, BHEL decision shall be final.
- Clause 2.12 ORC Clause of GCC is changed to: ORC will be applicable at the rate of Rs 30,000 /- per month during extended period (if any) for the reasons not attributable to the Contractor. ORC shall be limited to 10 % of contract value.
- Clause 2.13, Interest bearing advance- NOT APPLICABLE.
- Clause 2.16: Supplementary Items: NOT APPLICABLE
- Clause 2.17: PVC: NOT APPLICABLE
- Clause 2.22: Retention Amount- NOT APPLICABLE
- Clause 2.24-Performance Gaurantee for Workmanship: NOT APPLICABLE

**7. Acceptance of Bank Guarantee (BG):**

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

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

"Bank Guarantee issued by:

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

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

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.....  
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”.**

**8. 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:

- 8.1. 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).
  - 8.2. 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
-

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as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.

- 8.3. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
  - 8.4. 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.
  - 8.5. 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.
  - 8.6. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
  - 8.7. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
  - 8.8. 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.
  - 8.9. 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.
  - 8.10. Reverse auction will be conducted on scheduled date & time.
  - 8.11. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
  - 8.12. 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.
  - 8.13. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts,
-

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if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.

- 8.14. 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.
- 8.15. 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.
- 8.16. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
- 8.17. 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

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### INTRODUCTION

**GSPC PIPAVAV POWER CO. Ltd** is installing 2x351.43 MW Gas Based Combined Cycle Power Plant (CCPP). The entire work of this project have been awarded to BHEL on total turn-key basis (EPC Contract) comprising of Design, Engineering, Manufacturing, Supply, transportation, Unloading, Storage, erection, testing, Commissioning with Auxiliaries and ancillaries including civil & structural works and handing over as per contract.

The plant is located at a distance of 115 KM from Mumbai city of Maharashtra state on the way Panvel – Goa National Highway No. 17. **Contractor is advised to visit the site and appraise himself about the conditions of the site and infrastructure available in the area for fulfilling their commitment under the contract.**

### APPROACH TO SITE

#### **Location:**

In Amreli District of Gujarat State, Latitude 71° 16' N / Longitude 20° 54' E  
The site is a PIPAVAV Plant of GSPCL in Amreli District of State of Gujarat.

#### **Access by Road:**

PIPAVAV is connected by road from State Highway NH 34 running between Rajula and Jafrabad.

**Nearest Railway Station:** Rajula

**Nearest Airport:** Diu (80 kms) / Ahmadabad (375kms by road)

**Nearest Seaport:** Pipavav (35 kms)

1. **Owner** GSPC PIPAVAV POWER COMPANY Ltd (GPPC)
2. **Project Title** 2X351.43 MW PIPAVAV CCPP
3. **Location** Village: Kovaya Near Pipavav Taluka: Rajula,  
Distt: Amreli, Gujarat, India
4. **Nearest Railway Stn.:** Rajula

### METEOROLOGICAL DATA

#### **5. Ambient Air Temperature**

- a. Highest ever temperature recorded (Dry Bulb) 43 Deg.C
- b. Lowest ever temperature recorded (Dry Bulb) 10 Deg.C
- c. Maximum Daily Average (Dry Bulb) 33 Deg C

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter - I: PROJECT INFORMATION

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- d. Average Mean temperature  
(Dry Bulb) : 33 deg C (For CCPP Performance)
- e. Average Mean temperature  
(Wet Bulb) : 28 deg C (For CCPP Performance)
- f. Average Mean temperature  
(Wet Bulb) : 28.5 deg C (For Cooling Tower Performance)
- g. Design Ambient for Electrical Equipment 50 deg C

### 6. Relative Humidity

- a. Maximum 89%
- b. Minimum 10%
- c. Average 70%

### 7. Rainfall

- a. Annual Average – 1050 mm in the period June to October. Maximum intensity of rainfall; 150 mm/hr continuously maximum rainfall in a day – 400mm.

### 8. Wind Data

- a. 16.5 km/hr (Normal)

### 9. Seismic Zone - Zone III as per IS: 1893-2005 (Part – IV)

### 10. Fuel - Degasified Liquefied Natural Gas(RNLG)

**11. Ambient Air Quality** - The site is located close to Kovaya village and is bordering Birla group Cement plant and colony .This area is classified under semi-urban area.

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

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – II: SCOPE OF WORKS AND TECHNICAL SPECIFICATIONS

---

### **SCOPE OF WORK**

Erection and commissioning of the items mentioned in the Annexure-A. Bidder has to shift the material to the site location, carry out preliminary check of the material for any discrepancies, complete the erection & commissioning work as per Site Engineer instruction, bring necessary skilled and unskilled manpower and T&P's, consumables required for the completion of work mentioned in annexure-A.

#### **2.0.1 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 in Annexure-A.

#### **2.0.2 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 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/.
- 3) 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.
- 4) BHEL 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.
- 5) 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.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – II: SCOPE OF WORKS AND TECHNICAL SPECIFICATIONS

---

### **2.0.3 Construction Power & Water:**

#### **2.0.3.1 CONSTRUCTION POWER: Shall be provided on FREE basis.**

##### **Tariff & other details shall be as follows:**

1. Construction power (three phase, 415 V/ 440 V) will be provided at one point near the site at a distance of approx. **100M**. 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.
2. 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.

#### **2.0.3.2 Construction and Potable water.**—If required will be arranged by BHEL at work location.

### **2.0.4 Others**

- 1) The detailed reconciliation (dia. Wise or as required) shall be done **before submission of final bill.**
- 2) The contractor shall solely be responsible for the safety & security of material after it is handed over and issued to contractor by the BHEL.
- 3) 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.

### **2.0.5 RETURN OF MATERIALS:**

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – II: SCOPE OF WORKS AND TECHNICAL SPECIFICATIONS

---

**All surplus issued materials will be returned back to BHEL.  
Return of such material will not be entitled to any additional cost due handling and transportation and incidental charge.**

### **2.0.6 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 PIPAVAV-GUJRAT:*

**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	<b>ESTABLISHMENT</b>			
3.1.1	<b>FOR CONSTRUCTION PURPOSE:</b>			
a	Open space for office (as per availability)	Yes		<b>Location will be finalized after joint survey with owner</b>
b	Open space for storage (as per availability)	Yes		<b>Location will be finalized after joint survey with owner</b>
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	<b>FOR LIVING PURPOSES OF THE BIDDER</b>			
a	Open space for labour colony (as per availability)		Yes	<b>Contractor has to make his own arrangements for space, shelter and transportation of labours as per their requirement.</b>

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

Sl.No	Description <b>PART I</b>	Scope / to be taken care by		Remarks
		BHEL	Bidder	
b	Labour Colony with internal roads, sanitation, complying with statutory requirements		Yes	
3.2.0	<b>ELECTRICITY</b>			
3.2.1	<b>Electricity for construction purposes 3 Phase 415/440 V (To be specified whether chargeable or free)</b>			
a	Single point source	Yes		<b>FREE BASIS</b>
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	<b>Electricity for the office, stores, canteen etc of the bidder.</b>			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	<b>Electricity for living accommodation of the bidder's staff, engineers, supervisors etc</b>		Yes	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	
3.3.0	<b>WATER SUPPLY</b>			

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

Sl.No	Description <b>PART I</b>	Scope / to be taken care by		Remarks
		BHEL	Bidder	
3.3.1	<b><i>For construction purposes:(to be specified whether chargeable or free)</i></b>			
a	Making the water available at single point	<b>yes</b>		<b>FREE BASIS</b>
b	Further distribution as per the requirement of work including supply of materials and execution		Yes	<del>Contractor has to make his own arrangement.</del>
3.3.2	<b><i>Water supply for bidder's office, stores, canteen etc</i></b>			
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	<b><i>Water supply for Living Purpose</i></b>			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	<b><i>LIGHTING</i></b>			
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	

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

Sl.No	Description <b>PART I</b>	Scope / to be taken care by		Remarks
		BHEL	Bidder	
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	<b>COMMUNICATION FACILITIES FOR SITE OPERATIONS OF THE BIDDER</b>			
a	Téléphone, fax, internet, intranet, e-mail etc		Yes	
3.6.0	<b>COMPRESSED AIR wherever required for the work</b>	Yes		
3.7.0	<b>Demobilization of all the above facilities</b>		<b>YES</b>	
3.8.0	<b>TRANSPORTATION</b>			
a	For site personnel of the bidder		Yes	
b	For bidder's equipments and consumables (T&P, Consumables etc)		Yes	

Sl.No	Description <b>PART II</b>	Scope / to be taken care by		Remarks
		BHEL	Bidder	
3.9.1	<b>3.9.0 ERECTION FACILITIES</b> Engineering works for construction:			NOT APPLICABLE

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

Sl.No	Description <b>PART II</b> <b>3.9.0 ERECTION FACILITIES</b>	Scope / to be taken care by		Remarks
		BHEL	Bidder	
a	Providing the erection/constructions drawings for all the equipments covered under this scope	Yes		<b>For Details Pl refer Chapter-IX-</b>
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	<del>Changes are to be marked in drawing &amp; handover to BHEL on completion of work.</del>
d	Shipping lists etc for reference and planning the activities			NOT APPLICABLE
e	Preparation of site erection schedules and other input requirements	Yes	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	Yes	In consultation with BHEL
h	Daily erection / work plan based on Sl No. g	Yes	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)**

<b>Sl.No</b>	<b>Description</b>  <b>PART II</b>  <b>3.9.0 ERECTION FACILITIES</b>	<b>Scope / to be taken care by</b>		<i>Remarks</i>
		<b>BHEL</b>	<b>Bidder</b>	
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 MMEs to be deployed by the Contractor

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All T&Ps, MMEs, Consumables etc required for completion of job is in the scope of the contractor

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

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**No T&Ps, MMEs and consumables will be provided by BHEL for this work.**

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – VI: Time Schedule

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### 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 **3 months + 1 month grace period** in a manner required by BHEL. ~~to match with the project schedule.~~

**THE DATE OF START WILL BE FIFTEEN DAYS FROM ISSUE OF LOI OR work fronts/clearance granted by BHEL site authority.**

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – VII: TERMS OF PAYMENT

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### 7.00 TERMS OF PAYMENT

Payment will be released by BHEL PSWR Pipavav Site within 30 days on submission of following documents.

1. 80% payment shall be released against the erection of the items/equipments as per BOQ. BHEL engineers (Pipavav site) certified work measurement/protocol shall be required for verification of the work..
2. 15% payment shall be released against commissioning of the individual items like Hydro test of Pipes, Commissioning of pumps & blowers as applicable.
3. 05 % shall be released after system commissioning.

**7.1.0 EXTRA/ADDITIONAL ITEMS OF WORK:** -ASPER  
GENERALCONDITIONS OF CONTRACT.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – VIII: TAXES & OTHER DUTIES

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

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

##### **8.1.1**

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

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

##### **8.1.2 Service Tax & Swachh Bharat Cess on Services:**

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

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

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

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

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

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

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

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

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

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

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

### **8.2 'Enabling Works'**

The contractor shall pay all (save the specific exclusions as enumerated in this contract) taxes, fees, license charges, deposits, duties, tools, royalty, commissions or other charges which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit. **( i.e. rates quoted by bidder shall be inclusive of Service Tax, VAT/WCT and all other taxes and duties including new levies/taxes/duty if any )**

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

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

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

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

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

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

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

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

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

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Annexure A

### Schedule of Items

Sr. No.	Discription	Quantity (Approxy)	Unit
1	Piping of PVC,UPVC rates per inch Dia	1,350.00	inch-dia
2	Piping Erection of HDPE rates per Inch Dia Mtr	1,200.00	inch-dia mtr
3	Fabrication of piping supports	3.00	Ton
4	Erection of Piping Support	3.00	Ton
5	Erection Of CPVC Ball Valve,Butterfly valve & Check valve		
6	15 NB to 50 NB	250.00	Nos
7	65 NB to 100 NB	60.00	Nos
8	125 NB to 150 NB	30.00	Nos
9	165 NB To 250 NB	5.00	Nos
10	Erection of Y type Strainer	7.00	Nos
11	Erection of cpvc FLANGES	271.00	Nos
12	Erection of CPVC Union	42.00	Nos
13	Erection of CPVC Coupler	211.00	Nos
14	Erection of CPVC EQUAL TEE	58.00	Nos
15	Erection of CPVC Reducer Cupler	70.00	Nos
16	Erection of CPVC Elbow	380.00	Nos
17	Safety valve	1.00	Nos
18	Motorised operated valve	2.00	Nos
19	pneumatic operated solenide valve (Shut Down Valve)	10.00	Nos
20	Erection, Aligment & Commisioning of Pump	1.00	Nos
21	Aligment & Commisioning of Pump & Blowers	22.00	Nos