

# TENDER SPECIFICATION

NO: BHE/PW/PUR/WNT2-PIL/1365

TEST PILING WORK FOR 1X 800 MW, UNIT-8

AT

WANAKBORI TPS, GUJRAT

TECHNICAL BID- 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



**Bharat Heavy Electricals Limited**

*(A Government of India Undertaking)*

Power Sector - Western Region

345-Kingsway, Nagpur-440001

Volume No	Description	Hosted in website bhel.com as files titled
NIL	Tender Specification Issue Details	(Part of <b><u>Vol-IA-1365</u></b> )
NIL	Notice Inviting Tender	(Part of <b><u>Vol-IA-1365</u></b> )
I-A	Technical Conditions of Contract	Vol-IA-1365
I-B	Special Conditions of Contract	Vol-IBCD-1365
I-C	General Conditions of Contract	(Part of <b><u>Vol-IBCD-1365</u></b> )
I-D	Forms & Procedures	(Part of <b><u>Vol-IBCD-1365</u></b> )
II	TECHNICAL SPECIFICATIONS	Vol-IE-1365
II	Price Bid Specification	Vol-II-1365

**LEGEND:**

- 1) Technical Specifications- VOL-I-E is a separate book issued with tender in which Volume- II B –Section-D is also written. Vol-II B is same as Vol-I E and it's a part of technical bid.

**TENDER SPECIFICATION**

**NO: BHE/PW/PUR/WNT2-PIL/1365**

**TEST PILING WORK FOR 1X 800 MW, UNIT-8**

**AT**

**WANAKBORI TPS, GUJRAT**

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:

1365

# NOTICE INVITING TENDER

Bharat Heavy Electricals Limited



**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/WNT2-PIL/1365
ii	Broad Scope of job	TEST PILING WORK FOR 1X 800 MW, UNIT-8 AT WANAKBORI TPS, GUJRAT.
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> <span style="float: right;">Applicable</span>
b	Volume-IB	<i>Special Conditions of Contract (SCC)</i> <span style="float: right;">Applicable</span>
c	Volume-IC	<i>General Conditions of Contract (GCC)</i> <span style="float: right;">Applicable</span>
d	Volume-ID	<i>Forms and Procedures</i>
e	Volume-II	<i>Price Schedule (Absolute value).</i> <span style="float: right;">Applicable</span>
iv	Issue of Tender Documents	<p><b>1. <u>Sale from BHEL PS Regional office at :</u></b> <b>Start : 04/12/2014 ,</b> <b>Closes: 18/12/2014 , Time :16.00</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> <span style="float: right;">Applicable/ Not applicable</span>
v	DUE DATE & TIME OF OFFER SUBMISSION	<p><b>Date : 19/12/2014 , Time :15.00</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 of PSWR HQ Office after making entry/registration at the reception. For any assistance on the matter kindly contact following officials: Pratish Gee Varghese/ Sr.Engineer(Purchase)</p> <span style="float: right;">Applicable</span>

**BHEL PSWR  
Notice Inviting Tender**

Tender Specification No: BHE/PW/PUR/WNT2-PIL/1365

Page 6 of 53

		Shivkesh Meena / Engineer (Purchase)	
vi	<b>OPENING OF TENDER</b>	<b>1 hours after the latest due date and time of Offer submission</b> Notes: (1) In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day. (2) Bidder may depute representative to witness the opening of tender	Applicable
vii	<b>EMD AMOUNT</b>	Rs 2,00,000/- (Rupees Two Lakhs Only)	Applicable
viii	<b>COST OF TENDER</b>	Rs 2000/-.	Applicable/Not Applicable
ix	<b>LAST DATE FOR SEEKING CLARIFICATION</b>	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	Applicable
x	<b>SCHEDULE OF Pre Bid Discussion (PBD)</b>	Date :	Applicable/Not applicable.
xi	<b>INTEGRITY PACT &amp; DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)</b>		Not Applicable
xii	<b>Latest updates</b>	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com -->Tender Notifications →View Corrigendums) <b>and not in the newspapers</b> . Bidders to keep themselves updated with all such information	

- 2.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly signed & stamped on each page, as part of offer. **Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form in the techno-commercial offer other than the Price Bid, shall not be entertained.**
- 3.0 Unless specifically stated otherwise, bidder shall remit cost of tender and courier charges if applicable, in the form of Demand Draft drawn in favour of Bharat Heavy Electricals Ltd, payable at Power Sector Regional HQ at PSWR 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:

**BHEL PSWR  
Notice Inviting Tender**

Tender Specification No: BHE/PW/PUR/WNT2-PIL/1365

Page 7 of 53

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

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

Sl no	Description	Remarks
	<b>Part-I A</b>	
	<p><b>ENVELOPE – I superscribed as :</b>            PART-I (TECHNO COMMERCIAL BID)            TENDER NO :            NAME OF WORK :            PROJECT:            DUE DATE OF SUBMISSION:</p> <p><b>CONTAINING THE FOLLOWING:-</b></p>	
i.	Covering letter/Offer forwarding letter of Tenderer.	
ii.	<p>Duly filled-in 'No Deviation Certificate' as per prescribed format to be placed after document under sl no (i) above.</p> <p><b>Note:</b></p> <p>a. In case of any deviation, the same should be submitted separately for technical &amp; commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be placed after document under sl no (i) above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained.</p> <p>b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding.</p> <p style="padding-left: 20px;">i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL</p> <p style="padding-left: 20px;">ii). In case of unacceptable deviations, BHEL reserves the right to reject 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 : <u>Special</u> Conditions of Contract (SCC)	
x.	Volume – I C : <u>General</u> Conditions of Contract (GCC)	
xi.	Volume – I D : Forms & Procedures	
xii.	Volume – II (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item	

**BHEL PSWR  
Notice Inviting Tender**

Tender Specification No: BHE/PW/PUR/WNT2-PIL/1365

Page 8 of 53

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

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

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

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

7.0 Deviation with respect to tender clauses and additional clauses/suggestions in Techno-commercial bid / Price bid shall NOT be considered by BHEL. Bidders are requested to positively comply with the same.

8.0 BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).

**9.0 Assessment of Capacity of Bidders:**

**Bidders capacity for executing the job under tender shall be assessed 'LOAD' wise and 'PERFORMANCE' wise as per the following:**

I. **LOAD:** Load takes into consideration **ALL** the contracts of the Bidder under execution with BHEL Regions, irrespective of whether they are similar to the tendered scope or not. The 'Load' is the sum of the unit wise identified packages (refer Table-1) for contracts with BHEL Regions. The cut off month for reckoning 'Load' shall be the month, two (2) months preceding the month corresponding to the 'latest date of bid submission', in the following manner:

(Note: For example if latest bid submission is in Aug 2011, then the 'load' shall be calculated upto and inclusive of June 2011)

i). 
$$\frac{\text{Total number of Packages}}{\text{Total number of Packages in hand}} = P$$
Where

- 'P' is the sum of all unit wise identified packages under execution with BHEL Regions as of the cut off month defined above, including packages yet to be commenced, excepting packages which are on HOLD due to reasons not attributable to Bidder..

II. **PERFORMANCE:** Here 'Monthly Performance' of the bidder for all the packages (**under execution/** executed during the 'Period of Assessment' in all the Power Sector Regions of BHEL) **SIMILAR** to the packages covered under the tendered scope, excepting packages not commenced shall be taken into consideration. The 'Period of Assessment' shall be 6 months preceding the cut off month. The cut off month for reckoning 'Period of Assessment' shall be the month two (2) months preceding the month corresponding to the 'latest date of bid submission', in the following manner:

(**Note:** For example if 'latest date of bid submission' is in Aug 2011, then the 'performance' shall be assessed for a 6 month period upto and inclusive of June 2011, for all the unit wise identified packages (refer Table I)

i). Calculation of Overall 'Performance Rating' for 'similar Package/Packages' for the tendered scope under execution at Power Sector Regions for the 'Period of Assessment':  
This shall be obtained by summing up the 'Monthly Performance Evaluation' scores obtained by the bidder in all Regions for all the similar Package/packages', divided by the total number of Package months for which evaluation should have been done, as per procedure below:

a)  $P_1, P_2, P_3, P_4, P_5, \dots, P_N$  etc be the packages (**under execution/** executed during the 'Period of Assessment' in all Regions) **SIMILAR** to the packages covered under the tendered scope, excepting packages not commenced. Total number of similar packages for all Regions =  $P_T$  ( ie  $P_T = P_1 + P_2 + P_3 + P_4 + \dots + P_N$  )

**BHEL PSWR  
Notice Inviting Tender**

Tender Specification No: BHE/PW/PUR/WNT2-PIL/1365

Page 10 of 53

- b) Number of Months 'T<sub>1</sub>' for which 'Monthly Performance Evaluation' as per relevant formats, should have been done in the 'Period of Assessment' for the corresponding similar package P<sub>1</sub>. Similarly T<sub>2</sub> for package P<sub>2</sub>, T<sub>3</sub> for package P<sub>3</sub>, etc for the tendered scope. Now calculate cumulative total months 'T<sub>T</sub>' for total similar Packages 'P<sub>T</sub>' for all Regions ( i.e T<sub>T</sub> = T<sub>1</sub> + T<sub>2</sub> + T<sub>3</sub> + T<sub>4</sub> + .. T<sub>N</sub> )
- c) Sum 'S<sub>1</sub>' of 'Monthly Performance Evaluation' Scores (S<sub>1-1</sub>, S<sub>1-2</sub>, S<sub>1-3</sub>, S<sub>1-4</sub>, S<sub>1-5</sub>,.... S<sub>1-N</sub> ) for similar package P<sub>1</sub>, for the 'period of assessment' 'T<sub>1</sub>' (i.e S<sub>1</sub> = S<sub>1-1</sub>+ S<sub>1-2</sub>+ S<sub>1-3</sub>+ S<sub>1-4</sub>+ S<sub>1-5</sub>+...S<sub>1-N</sub>). Similarly S<sub>2</sub> for package P<sub>2</sub> for period T<sub>2</sub>, S<sub>3</sub> for package P<sub>3</sub> for period T<sub>3</sub>, etc for the tendered scope for all Regions. Now calculate cumulative sum 'S<sub>T</sub>' of 'Monthly Performance Evaluation' Scores for total similar Packages 'P<sub>T</sub>' for all Regions (i.e 'S<sub>T</sub>'= S<sub>1</sub>+ S<sub>2</sub>+ S<sub>3</sub>+ S<sub>4</sub>+ S<sub>5</sub>+.... S<sub>N</sub>.)
- d) **Overall Performance Rating 'R<sub>BHEL</sub>' for the similar Package/Packages (under execution/ executed during the 'Period of Assessment') in all the Power Sector Regions of BHEL):**

$$= \frac{\text{Aggregate of Performance scores for all similar packages in all the Regions}}{\text{Aggregate of months for each of the similar package for which performance should have been evaluated in all the Regions}}$$

$$= \frac{S_T}{T_T}$$

- e) Bidders to note that the risk of non evaluation or non availability of the 'Monthly Performance Evaluation' reports as per relevant formats is to be borne by the Bidder
- f) **Table showing methodology for calculating 'a', 'b' and 'c' above**

Sl no	Item Description	Details for all Regions							Total
(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)	(x)
1	Similar Packages for all Regions → (under execution/ executed during period of assessment)	P <sub>1</sub>	P <sub>2</sub>	P <sub>3</sub>	P <sub>4</sub>	P <sub>5</sub>	...	P <sub>N</sub>	Total No of similar packages for all Regions = P <sub>T</sub> ie Sum (Σ) of columns (iii) to (ix)
2	Number of Months for which 'Monthly Performance Evaluation' as per relevant formats should have been done in the 'period of assessment' for corresponding similar Package ( as in row 1)	T <sub>1</sub>	T <sub>2</sub>	T <sub>3</sub>	T <sub>4</sub>	T <sub>5</sub>	...	T <sub>N</sub>	Sum (Σ) of columns (iii) to (ix)  = T <sub>T</sub>
3	Monthly performance scores for the corresponding period (as in Row 2)	S <sub>1-1</sub> , S <sub>1-2</sub> , S <sub>1-3</sub> , S <sub>1-4</sub> , ...	S <sub>2-1</sub> , S <sub>2-2</sub> , S <sub>2-3</sub> , S <sub>2-4</sub> , ...	S <sub>3-1</sub> , S <sub>3-2</sub> , S <sub>3-3</sub> , S <sub>3-4</sub> , ...	S <sub>4-1</sub> , S <sub>4-2</sub> , S <sub>4-3</sub> , S <sub>4-4</sub> , ...	S <sub>5-1</sub> , S <sub>5-2</sub> , S <sub>5-3</sub> , S <sub>5-4</sub> , ...	.. .. .. .. ..	S <sub>N-1</sub> , S <sub>N-2</sub> , S <sub>N-3</sub> , S <sub>N-4</sub> , ...	-----

**BHEL PSWR**  
**Notice Inviting Tender**

Tender Specification No: BHE/PW/PUR/WNT2-PIL/1365

Page 11 of 53

		S <sub>1-T1</sub>	S <sub>2-T2</sub>	S <sub>3-T3</sub>	S <sub>4-T4</sub>	S <sub>5-T5</sub>	...	S <sub>N-TN</sub>	
4	Sum of Monthly Performance scores of the corresponding Package for the corresponding period (as in row-3)	S <sub>1</sub>	S <sub>2</sub>	S <sub>3</sub>	S <sub>4</sub>	S <sub>5</sub>	...	S <sub>N</sub>	Sum (Σ) of columns (iii) to (ix)  = S <sub>T</sub>

- ii) Calculation of Overall 'Performance Rating' (R<sub>BHEL</sub>) in case 'similar Package/Packages' for the tendered scope ARE NOT AVAILABLE, during the 'Period of Assessment':

This shall be obtained by summing up the 'Monthly Performance Evaluation' scores obtained by the bidder in all Regions for ALL the packages, divided by the total number of Package months for which evaluation should have been done. 'R<sub>BHEL</sub>' shall be calculated subject to availability of 'performance scores' for at least 6 'package months' in the order of precedence below:

- a) 'Period of Assessment.
- b) 12 months preceding the cut-off month
- c) 24 months preceding the cut-off month
- d) 36 months preceding the cut-off month

In case, R<sub>BHEL</sub> cannot be calculated as above, then Bidder shall be treated as 'NEW VENDOR'. Further eligibility and qualification of this bidder shall be as per definition of 'NEW VENDOR' described in 'Explanatory Notes'

- iii) Factor "L" assigned based on Overall Performance Rating (R<sub>BHEL</sub>) at Power Sector Regions.:

S1 no	Overall Performance Rating (R <sub>BHEL</sub> )	Corresponding value of 'L'
1	=60	NA
2	> 60 and ≤ 65	0.4
3	> 65 and ≤ 70	0.35
4	> 70 and ≤ 75	0.25
5	> 75 and < 80	0.2
6	≥ 80	NA

**III. 'Assessment of Capacity of Bidder':**

'Assessment of Capacity of Bidder' is based on the Maximum number of packages for which a vendor is eligible, considering the performance scores of similar packages, as below:

Max number of packages P<sub>Max</sub> = (R<sub>BHEL</sub> - 60) divided by corresponding value of 'L'  
i.e. (R<sub>BHEL</sub> - 60)/L

Note:

- i. In case the value of P<sub>Max</sub> results in a fraction, the value of P<sub>Max</sub> is to be rounded off to next whole number
- ii. For R<sub>BHEL</sub> = 60, P<sub>Max</sub> = '1'
- iii. For R<sub>BHEL</sub> ≥ 80, there will be no upper limit on P<sub>Max</sub>

The Bidder shall be considered 'Qualified' as per 'Assessment of Capacity of Bidder' for the subject Tender if P ≤ P<sub>Max</sub>  
(where P is calculated as per clause 9.1)

IV. **Explanatory note:**

- a) Similar package means Boiler or ESP or Piping or Turbine or Civil or Structure or Electrical or CI, etc at the individual level irrespective of rating of Plant, and irrespective of whether the subject tender is a single package or as part of combined/composite packages. Normally Boiler, ESP, Piping, Turbine, Electrical, CI, Civil, Structure, etc is considered individual level of package. For example in case the tendered scope is a Boiler Vertical Package comprising of Boiler, ESP and Power Cycle Piping (i.e the 'identified packages as per Table-1 below), the 'PERFORMANCE' part against sl no II above, needs to be evaluated considering all the identified packages (ie Boiler, ESP and Power Cycle Piping) and finally the Bidder's capacity to execute the tendered scope is assessed in line with III above
- b) Identified Packages (Unit wise)

**Table-1**

	Civil	Electrical & CI	Mechanical
	i). Enabling works ii). Pile and Pile Caps iii). Civil Works including foundations iv). Structural Steel Fabrication & Erection v). Chimney vi). Cooling Tower vii). Others (Civil)	i). Electrical ii). CI iii). Others (Elec & CI)	i). Boiler & Aux (All types including CW Piping if applicable) ii). Power Cycle Piping/Critical Piping iii). LP Piping iv). ESP v). Steam Turbine Generator set & Aux vi). Gas Turbine Generator set & Aux vii). Hydro Turbine Generator set & Aux viii). Turbo Blower (including Steam Turbine) ix). Material Handling x). Material Management xi). Material Handling & Material Management xii). Others (Mechanical)

- c) Bidders who have not been evaluated for at least six package months in the last 36 months in the online BHEL system for contractor performance evaluation in BHEL PS Regions, wef July'2010 shall be considered "NEW VENDOR".

A 'NEW VENDOR' shall be considered qualified subject to satisfying all other tender conditions

A 'NEW VENDOR' if awarded a job (of package/packages identified under this clause) shall be tagged as "FIRST TIMER" on the date of first LOI from BHEL.

The "FIRST TIMER" tag shall remain till execution of work for a period of not less than 09 months, from the commencement of work of first package

A Bidder shall not be eligible for the next job as long as the Bidder is tagged as "FIRST TIMER" excepting for the Tenders which have been opened on or before the date of the bidder being tagged as 'FIRST TIMER'.

After removal of 'FIRST TIMER' tag, the Bidder shall be considered 'QUALIFIED' for the future tenders subject to satisfying all other tender conditions including 'Capacity Evaluation of Bidders'.

- d) In the unlikely event of all bidders shortlisted against Technical and Financial Qualification criteria not meeting the criteria on 'Assessment of Capacity of Bidders' detailed above, OR leads to a single tender response on applying the criteria of 'Assessment of Capacity of Bidders' or due to non-approval by Customer, then BHEL at its discretion reserves the right to consider the further

**BHEL PSWR  
Notice Inviting Tender**

**Tender Specification No: BHE/PW/PUR/WNT2-PIL/1365**

**Page 13 of 53**

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processing of the Tender based on the **Overall Performance Rating 'R<sub>BHEL</sub>'** only, starting from the upper band.

- e) 'Under execution' shall mean works in progress as per the following:
- i. up to Boiler Steam Blowing in case of Steam Generator and Auxiliaries
  - ii. upto Synchronisation in case of all other works excepting sl no (i) and (iii)
  - iii. Upto execution of at least 90% of anticipated contract value in case of Civil & Structures (unit wise), Enabling works and upto 90% of material unloading (in tonnage) as per the original contract in case of MM Package.

Note : BHEL at its discretion can extend (or reduce in exceptional cases in line with Contract conditions) the period defined against (i), (ii) and (iii) above, depending upon the balance scope of work to be completed.

- f) Performance evaluation in CL 9 above is applicable to Prime bidder and consortium partner (or Technical tie up partner) for their respective scope of work

- 10.0 Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.
- 11.0 For any clarification on the tender document, the bidder may seek the same in writing or through e-mail, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
- 12.0 BHEL may decide holding of pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.
- 13.0 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer, else BHEL's interpretation shall prevail.
- 14.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
- 15.0 Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), **if applicable**, along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. **The names and other details of Independent External Monitor (IEM) for the subject tender is as given at point (1) above.**

**BHEL PSWR  
Notice Inviting Tender**

**Tender Specification No: BHE/PW/PUR/WNT2-PIL/1365**

**Page 14 of 53**

- .....
- 16.0 The Bidder has to satisfy the Pre Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre Qualification Criteria specified in this NIT as per Annexure-I (as applicable), past performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under HOLD.
- 17.0 In case BHEL decides on a 'Public Opening', the date & time of opening of the sealed PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one authorised representative to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful/Disqualified bidders under intimation to the respective bidders.
- 18.0 Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 19.0 BHEL reserves the right to decide the successful bidder on the basis of Reverse Auction process. In such case all qualified bidders will be intimated regarding procedure/ modality for Reverse Auction process prior to Reverse Auction and price will be decided as per the rules for Reverse Auction. .
- However, if reverse auction process is unsuccessful as defined in the RA rules/procedures, or for whatsoever reason, then the sealed 'PRICE BIDS' will be opened for deciding the successful bidder. BHEL's decision in this regard will be final and binding on bidder.
- 20.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 21.0 In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.
- 22.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 23.0 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 "Stand alone' 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
- 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

**BHEL PSWR  
Notice Inviting Tender**

**Tender Specification No: BHE/PW/PUR/WNT2-PIL/1365**

**Page 15 of 53**

- .....
- ~~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 'stand alone' bidder for similar works, subject to certification from BHEL about the active involvement of the Prime Bidder for satisfactory execution of the works.
- 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

**BHEL PSWR  
Notice Inviting Tender**

**Tender Specification No: BHE/PW/PUR/WNT2-PIL/1365**

**Page 16 of 53**

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for BHARAT HEAVY ELECTRICALS LTD

(SCT)

**Enclosure**

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

**ANNEXURE - 1**

**PRE QUALIFYING CRITERIA**

JOB	TEST PILING WORK FOR 1X 800 MW, UNIT-8 AT WANAKBORI TPS, GUJRAT.
TENDER NO	BHE/PW/PUR/WNT2-PIL/1365

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	<p><b><u>Technical</u></b> <b>Bidders shall essentially meet all the Qualifying Requirements (i.e. B.1, B.2 and B.3) as under.</b></p> <p><b><u>B.1:</u></b> Execution of "RCC Cast-in-situ driven piling works" OR "RCC Cast-in-situ Bored pile using Rotary Hydraulic Rigs" with quantity atleast 841 Running Meter and its corresponding concreting of 144 CuM within a period of six consecutive months against one or cumulative of two concurrently running contracts in last seven years as on latest date of bid submission.</p> <p style="text-align: center;">AND</p> <p><b><u>B.2:</u></b> Bidder should have carried out various tests like Vertical Compression test by Cyclic Load Method / Pile Integrity Test / Dynamic Load tests on at least 30 nos piles against maximum two work orders in last seven years as on latest date of bid submission.</p> <p style="text-align: center;">AND</p> <p><b><u>B.3:</u></b> Executed Civil works consisting of piles/test piles in Power/ Industrial/ infrastructural projects in last seven years as on latest date of bid submission as below.</p> <p>B.3.1) Executed One similar work of value not less than <b>Rs. 84 Lakhs</b> against single</p>	APPLICABLE	

	<p>work order.</p> <p style="text-align: center;"><b>OR</b></p> <p>B.3.2) Executed Two similar works each of value not less than <b>Rs. 53 Lakhs</b> against maximum two work orders.</p> <p style="text-align: center;"><b>OR</b></p> <p>B.3.3) Executed Three similar works each of value not less than <b>Rs. 42 Lakhs</b> against maximum three work orders.</p> <p><b>Note:</b> <b>Bidder should have satisfied PQR B.1, B.2 and B.3.</b> In case the bidder does not satisfy PQR B.2 above, then this bidder can form <b>consortium</b> with any other party who is satisfying the PQR B.2 above. This will be termed as consortium bidding. In case of consortium bidding following shall be applicable:</p> <ul style="list-style-type: none"> <li>• Prime bidder should have satisfied PQR B.1 and B.3 above.</li> <li>• Prime bidder shall be responsible for satisfying the financial PQR C</li> <li>• Prime bidder shall submit the entire tender along with the credentials, all statutory documents and the documents in support of PQR condition of the Consortium Partner.</li> <li>• All conditions as in Clause 23 of NIT and Explanatory note of PQR in SI No 7 shall be applicable.</li> </ul>		
C-1	<p><b><u>Financial TURNOVER</u></b> Bidders must have achieved an average annual financial turnover (Audited) of <b>Rs 32 Lakhs or more</b> over last three Financial Years (FY) i.e. 2011-2012, 2012-2013, 2013-14.</p>	APPLICABLE	
C-2	<p><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</p>	APPLICABLE	
C-3	<p><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.</p>	APPLICABLE	

**BHEL PSWR  
Notice Inviting Tender**

Tender Specification No: BHE/PW/PUR/WNT2-PIL/1365

Page 19 of 53

D	Assessment of Capacity of Bidder to execute the work as per sl no 9 of NIT (if applicable)	APPLICABLE	By BHEL
E	Approval of Customer (if applicable)  <b>Note:</b> Names of bidders (including consortium/Technical Tie up partners in case consortium bidding is permitted) who stand qualified after compliance of criteria A to D shall be forwarded to customer for their approval.	APPLICABLE	BY BHEL
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	APPLICABLE	BY BHEL
F	Technical Tie up criteria (if applicable)	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>C-2:-NETWORTH : Shall be calculated based on the latest Audited Accounts as furnished for C-1 above. Net worth = Paid up share capital + Reserves. (Net worth is required to be evaluated in case of companies)</li> <li>C-3:- PROFIT : shall be NET profit (PAT + Non cash expenditure viz depreciation) earned during any one of the three financial years as in C-1 above</li> <li><b>'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</b></li> <li>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.</li> </ol> <p><b>7. <u>Explanatory Notes for PQR 'B.2'</u></b></p> <p>Consortium Bidding is permitted in this tender. Clause No 23.0 of NIT shall hence be applicable. Following may kindly be noted in this regard:</p> <ul style="list-style-type: none"> <li>Provisions/Eligibility of Consortium is detailed in 'Annexure I of NIT 'Pre Qualifying Requirement' (PQR B)</li> <li>Prime bidder and Tie-up Partner shall meet their respective technical Pre qualifying Criteria.</li> <li>Prime bidder shall meet all other Pre-Qualifying Criteria of the Tender</li> <li>Number of partners including Prime Bidder shall not be more than 2.</li> <li>Prime Bidder/Leader of Consortium shall be responsible for entire scope of work and shall be the single contact window for BHEL. However Prime Bidder and the consortium partner shall be individually and severally responsible for completion of work as per schedule..</li> <li>Prime Bidder/Leader of the consortium shall submit tender to BHEL along with the credentials and other statutory documents of the consortium partner in support of PQR.</li> </ul>			

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.

**BHEL PSWR  
Notice Inviting Tender**

Tender Specification No: BHE/PW/PUR/WNT2-PIL/1365

Page 20 of 53

**ANNEXURE - 2**

**CHECK LIST**

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

1	Name and Address of the Tenderer		
2	Details about type of the Firm/Company		
3.a	Details of Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
3.b	Details of alternate Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
4	EMD DETAILS	DD No:                      Date : Bank :                      Amount: <u>Please tick ( ✓ ) whichever applicable:-</u> ONE TIME EMD / ONLY FOR THIS TENDER	
5	Validity of Offer	TO BE VALID FOR SIX MONTHS FROM DUE DATE	
		APPLICABILITY( BY BHEL)	ENCLOSED BY BIDDER
6	Whether the format for compliance with <b>PRE QUALIFICATION CRITERIA</b> (ANNEXURE-I) is understood and filled with proper supporting documents referenced in the specified format	Applicable	YES / NO
7	Audited profit and Loss Account for the last three years	Applicable/ <del>Not Applicable</del>	YES/NO
8	Copy of PAN Card	Applicable/ <del>Not Applicable</del>	YES/NO
9	Whether all pages of the Tender documents including annexures, appendices etc are read understood and signed	Applicable/ <del>Not Applicable</del>	YES/NO
10	Integrity Pact	Not Applicable	YES/NO
11	Declaration by Authorised Signatory	Applicable/ <del>Not Applicable</del>	YES/NO
12	No Deviation Certificate	Applicable/ <del>Not Applicable</del>	YES/NO
13	Declaration confirming knowledge about Site Conditions	Applicable/ <del>Not Applicable</del>	YES/NO
14	Declaration for relation in BHEL	Applicable/ <del>Not Applicable</del>	YES/NO

**BHEL PSWR  
Notice Inviting Tender**

**Tender Specification No: BHE/PW/PUR/WNT2-PIL/1365**

**Page 21 of 53**

15	Non Disclosure Certificate	Applicable/ <del>Not Applicable</del>	YES/NO
16	Bank Account Details for E-Payment	Applicable/ <del>Not Applicable</del>	YES/NO
17	Capacity Evaluation of Bidder for current Tender	Applicable/ <del>Not Applicable</del>	YES/NO
18	Tie Ups/Consortium Agreement are submitted as per format	Applicable/ <del>Not Applicable</del>	YES/NO
19	Power of Attorney for Submission of Tender/Signing Contract Agreement	Applicable/ <del>Not Applicable</del>	YES/NO
20	Analysis of Unit rates	Applicable/ <del>Not Applicable</del>	YES/NO

NOTE : STRIKE OFF 'YES' OR 'NO', AS APPLICABLE. TENDER NOT ACCOMPANIED BY THE PRESCRIBED **ABOVE APPLICABLE DOCUMENTS** ARE LIABLE TO BE SUMMARILY REJECTED.

**DATE :**

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

## **IMPORTANT INFORMATION**

1. The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site ( [www.bhel.com](http://www.bhel.com) ---> Tender Notification -> List of Banned Firms )
2. All Statutory Requirements as applicable for this project shall be complied with.
3. Please take note of following Revised Tender Clauses:
  - i. Notice Inviting Tender: SI No 9
  - ii. General conditions of Contract: Clause No 1.15.13 (New), Clause No 2.8.3, 2.8.4 and 2.8.5
4. 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.
5. Consortium Bidding is permitted in this tender. Clause No 23.0 of NIT shall hence be applicable. Following may kindly be noted in this regard:
  - i. Provisions/Eligibility of Consortium is detailed in 'Annexure I of NIT 'Pre Qualifying Requirement' (PQR B). Also refer Explanatory Notes in SI No 7 of PQR.
  - ii. Prime Bidder/Leader of the consortium shall submit tender to BHEL along with the credentials and other statutory documents of the consortium partner in support of PQR.
  - iii. Prime Bidder/Leader of Consortium shall be responsible for entire scope of work and shall be the single contact window for BHEL. However Prime Bidder and the consortium partner shall be individually and severally responsible for completion of work as per schedule.

### **6.PRICE VARIATION CLAUSE**

Price Variation Compensation Clause no. 2.17 of Vol I C GCC shall not be Applicable:

### **7.OVER RUN COMPENSATION**

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

### **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 is 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 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, 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.

1365

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

BHARAT HEAVY ELECTRICALS LIMITED



**TECHNICAL CONDITIONS OF CONTRACT (TCC)  
CONTENTS**

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<b>SINo</b>	<b>DESCRIPTION</b>	<b>Chapter</b>	<b>No. OF PAGES</b>
<b>Volume-IA</b>	<b>Part-I: Contract specific details</b>		
1	Project Information	Chapter-I	1
2	Scope of Works and Technical Specifications	Chapter-II	10
3	Facilities in the scope of Contractor/BHEL (Scope Matrix)	Chapter-III	6
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	2
8	Taxes and other Duties	Chapter-VIII	2
9	Tender Drawings	Chapter-IX	1
10		Chapter-X	1

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter - I: Project Information

<b>1.0</b>	<b>Project Information</b>  Bharat Heavy Electricals Ltd. has received EPC contract to set up 1X800 MW Super Thermal Power Plant from Customer (M/s. Gujarat State Electric Corporation Limited) at their GSECL Wanakbori Thermal Power station premise.
<b>1.1</b>	<b><u>Approach to site</u></b>  The proposed project site is located at a distance 85 KM from Vadodara City and 100 KM from Ahmadabad. The nearest railway station is Vadodara (Gujarat). The nearest airport is Vadodara ( 85 KM from site). The nearest port is Kandla  Access By Road : 10KM from Dakor-Godhra National Highway No. 8, 02 KM from Balasinor-Sevaliya State Highway No. 59
<b>1.2</b>	<b><u>Meteorological Data</u></b>  01. Ambient Temperature:  (i) Minimum Temperature: 10.8° Centigrade (ii) Maximum Temperature: 40.8° Centigrade  02. Humidity:  (iii) Relative Humidity (min): 42.5% (iv) Relative Humidity (Max): 81.5  03. Average Annual Rainfall : 750mm  04. Wind speed : Basic wind speed of 39 m/sec as per IS -875(Part-3)  05. Seismic Zone : Zone-III as per IS-1893

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter - II : Scope of Works and Technical Specifications

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### **2.0 Scope of Work:-**

**The scope of work comprises of but not limited to the following: -**

01. The scope of work will cover all works connected with installations and Testing of Bored Cast-in-situ piles including mobilizations of hydraulic rig and other equipments their erection/dismantling/transportation/assembling and erecting from one area to another within the plant, preparation of firm ground as required for supporting the pile rigs, supply of materials, sampling and testing of materials consumables, labours, transportation, testing of piles, cutting of piles above PCL (pile cut-off level) and embedding the exposed reinforcement of pile in pile cap, removal of debris etc. all complete as required for the proper and satisfactory completion of the job. The scope also covers carrying out initial tests on piles to assess their vertical, horizontal and pull out load carrying capacities and other dynamic tests as per the Section D of Volume IIB enclosed here (Specification No : PE-TS-999-600-C026) .  
To carry out field and lab test on piles, preparation and submission of reports to BHEL as per specification No. PE-TS-999-600-C026.
02. The work shall include supplying and providing necessary all materials, mobilization of all necessary equipments, **excluding supply of Reinforcement (Grade IS 1786, Fe 500/Fe 500D) which will be supplied by BHEL free of cost** providing necessary engineering supervision through qualified and technical personnel, skilled and unskilled labour, etc. as required to carryout the complete piling work, and submission of reports as per schedule to BHEL
03. Above jobs shall be executed as per BHEL Engineer's instructions, drawings, detailed specification and respective bill of quantities furnished in the Rate Schedule.
04. The project site is clear of any kind of vegetation and is leveled, how ever if required the contractor may carry out dressing and leveling etc., for positioning, movement of its rig from one location to another and other site activities for carrying out the piling work. No separate payment will be made towards the same.
05. The rate shall also be inclusive of setting out the location and levels of the proposed piles from existing grid levels and bench marks furnished by GSECL/BHEL. The contractor should have its own surveyor and surveying equipments like total station and auto levels or can engage a agency carrying out surveying work with approval of BHEL for carrying out the surveying work for finalizing the location and levels of test piles. No separate payment will be made towards the same.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter - II : Scope of Works and Technical Specifications

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06. The works to be performed under this contract consist of providing all labour, supervision, material, scaffolding, construction equipments, piling equipments, tools and plants, temporary works, supplies, transportation and all incidental items not shown or specified but reasonably implied or necessary for the proper completion of work in all respects. Testing of all materials, concrete, earthwork other allied works, shall be also included.
07. Specific technical specification for this tender shall be as per Section D of Volume IIB enclosed here (Specification No : PE-TS-999-600-C026).
08. The contractor shall provide the owner/BHEL such an assistance, instruments, machines, labour and materials as are normally required for examining, measuring and testing any work and the quality, weight or quantity of any material used.
09. Providing all incidental items not shown or specified but reasonably implied or necessary for the successful completion of the work in accordance with contract.
10. 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.
11. Vendor has to provide temporary liner for piling for prevention of bore collapsing of required length wherever required. No separate payment will be made towards the same.
12. BHEL's standard specification (with prior approval of Engineer-in-charge). The contractor shall provide the owner/BHEL such a assistance, instruments, machines, labour and materials as are normally required for examining, measuring and testing any work and the quality, weight or quantity of any material used.
13. Providing all incidental items not shown or specified but reasonably implied or necessary for the successful completion of the work in accordance with contract.
14. 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.
15. Submission of final reports of all tests to BHEL.

### **2.0.2 Other Related Activities:**

1. Draw Construction Power & Water from Customer's given Point at one location inside the plant including all materials.
2. Taking delivery of reinforcement bars from BHEL stores including loading, transportation and unloading, stacking, preservation etc. at site.
3. The bidder has to carry out the concrete Mix design of required grade as per approved drawings from approved LABS of BHEL/GSECL or from reputed engineering institutes prior to start of the piling works. The MIX design has

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter - II : Scope of Works and Technical Specifications

---

got to be approved by BHEL AND BHEL's Customer. The consumption of cement (per cum. of concrete) shall be as per recommended/approved concrete design mix subject to minimum requirement of IS 456/BHEL/GSECL's Specifications/ Approved drawing (whichever is higher). **However no extra claim shall be entertained on account of excess cement consumption as per the actual design mix to achieve required target strength & other parameters.**

4. 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.
5. Furnishing test reports for the products used or intended to be used, if called for the specifications or if so desired by the engineer.
6. 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.

### **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/GSECL**. For this, contractor shall either establish their own field quality lab or have tie-up with approved lab by BHEL in/outside of the plant if so required by BHEL.

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

#### **2.0.4.1 MATERIAL**

- 1) Reinforcement steel bars as specified in relevant BOQ and drawings **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 piling 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.

## TECHNICAL CONDITIONS OF CONTRACT (TCC)

### Chapter - II : Scope of Works and Technical Specifications

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- 4) Contractor shall construct waterproof cement store for storing of cement for storing and stacking of cement procured by the contractor.
- 5) The contractor has to take prior approval for type and brand of cement manufacturers prior to the procurement of the cement for carrying out the work.
- 6) 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 reinforcement bars 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.
- 7) No material shall be issued to the contractor except as those indicated and mentioned above i.e. Reinforcement steel 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.
- 8) 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 reconciliation (dia. Wise or as required) shall be **before submission of final bill**.
- 9) The contractor shall solely be responsible for the safety & security of material after it is handed over and issued to contractor by the BHEL.
- 10) 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.

#### **2.0.4.2 FOLLOW UP & HANDLING OF MATERIALS ISSUED BY BHEL:**

- 1) Reinforcement Steel 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/storage yard. As per the approved drawings contractor shall furnish their section wise requirement well in advance.
- 2) Materials shall be issued by BHEL based on the weighment basis/linear measurements & sectional weight and payment shall also be done in similar way. However on specific request of the contractor **"as a special case to expedite the job"** the consignment received at BHEL stores can directly be

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter - II : Scope of Works and Technical Specifications

---

diverted to the work site following issuance procedure of BHEL. Such direct issues shall be as per the Chelan/document/LR received with the consignment. Contractor at their cost in such cases shall do unloading of materials from lorry.

- 3) All equipments tool and tackles like cranes, winches, D-Shackles, slings of various sizes, max puller, pulley blocks, jacks, trucks, trailers etc. Required for such handling of steel from BHEL stores/storage yard etc. Shall be arranged by contractor within quoted/accepted rates.
- 4) The contractor shall take delivery of the materials from the designated place within the project premises at his own cost and store the same at his stores as per standard norms. Open land for such purposes shall be provided by BHEL on free of cost basis. Temporary barbed wire fencing of the open storage yard is to be done by the contractor and is included under the scope of his work.
- 5) Contractor shall also remove grass, bushes, trees etc wherever required off the land provided to him and shall make proper continuous up keeping of the open yard /land by removing grass, bushes trees etc and same is included under the scope of his work & No extra payment shall be made to the contractor in this regard.
- 6) The bidder shall make complete arrangement of necessary security personnel's to safeguard all such materials in his custody.
- 7) Materials issued will be used only for construction of permanent works. The contractor shall take care of material issued by BHEL and shall protect the same from theft, damage and weathering.
- 8) Excessive rusting of steel in custody of agency/contractor must be avoided. **In case, due to any cause attributable to the contractor, such rusting of steel occur rendering the same unusable, then such quantity of steel shall be recovered from the interim payment at the penal rate specified in the tender.**

### **2.0.5 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 Measurement (section wt. As per relevant IS code)
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# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter - II : Scope of Works and Technical Specifications

---

All the steel reinforcement, issued by the BHEL shall be properly accounted for. The total quantity of steel required for the work will be calculated from the approved bar bending schedule, fabrication drawings, approved laps, chairs and lugs. The measurement for payment as well as for accounting shall be based on linear measurements and the sectional weight as indicated in the following IS specifications.

Sl.no	IS code (s)	Description
1	IS:1732-1971/IS-1786	Rounds including deformed high yield strength bars/TMT rebar.

In case any such sectional weights are not available in the above documents, the manufacturer recommendation shall be binding. The steel issued to the contractor shall be mainly in standard length and sections as received from the supplier.

However, the contractor shall be bound to accept the steel in length as available in the project stores no claims for extra payment because of issue of non-standard length will be entertained. The contractor shall satisfy himself of the quality and quantity of the materials at the time of taking delivery from BHEL stores/storage yard. No claims whatsoever will be entertained by BHEL because of quality or quantity after the contractor takes the materials from BHEL stores/storage yard.

**Bidder to note that cement and steel required for their enabling job like store/site office etc shall be arranged at his own cost.**

### **2.0.6 RETURN OF MATERIALS:**

#### **Return of steel:-**

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

**Surplus, unused and un-tampered steel shall be sorted in 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.**

TECHNICAL CONDITIONS OF CONTRACT (TCC)  
Chapter - II : Scope of Works and Technical Specifications

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

**All scrap for structural steel including melting scrap shall be returned separately.**

**2.0.7 STEEL CONSUMPTION AND WASTAGE:-**

**Reinforcement steel consumption and wastage.**

- 1) The theoretical consumption of various diameters of reinforcements shall be based on approved construction drawing and bar bending schedule. Weight shall be calculated considering/based on linear measurements and 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**. However if rolling margins exceeds the limit stipulated in IS codes, the same shall be considered for reconciliation purpose.
- (A) Actual consumption = Issue – Surplus (unused).
- (B) Surplus = Un-tampered and unused qty. of steel returned by the contractor to BHEL store along-with relevant documents.
- (C) Wastage = Actual consumption – Theoretical consumption.

❖ **Wastage of reinforcement steel**

**Allowable wastage:** - plus three percentage (+3%) of the theoretical consumption shall be considered as allowable wastage for reinforcement steel. Wastage is further classified as serviceable materials (pieces of reinforcement steel of lengths 3 m and above) and scrap (pieces of reinforcement less than 3 m). Both serviceable material & scrap shall be accounted separately.

**TECHNICAL CONDITIONS OF CONTRACT (TCC)**  
**Chapter - II : Scope of Works and Technical Specifications**

<b>Sl. No.</b>	<b>Reinforcement steel</b>	<b>Basis of issue &amp; Penal recovery</b>
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 (cut pieces plus scrap to be Returned to BHEL).	Free
R-3	Wastage beyond three percent (+3%) of the theoretical consumption above (R-1). (Serviceable material plus scrap to be returned to BHEL).	Penal Rate

**2.0.8 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.

**2.0.9 RECOVERY OF MATERIAL:-**

- **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**

<b>Sl.No</b>	<b>Description</b>	<b>UOM</b>	<b>Penal Rate (in Rs)</b>
A	Reinforcement steel	MT	<b>55, 000/-</b>

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter - II : Scope of Works and Technical Specifications

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### **2.0.10 PROCUREMENT OF MATERIALS BY SUCCESSFUL CONTRACTORS AND TESTING:**

01. Material required for the entire job (other than issued by BHEL as explained above) like cement, sand, aggregates, **Polymer/bentonite** for pile bore stabilization and 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.
02. 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/GSECL** 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.
03. ALL THE MATERIAL REQUIRED FOR TEST PILING WORK SHALL BE PURCHASED FROM ONLY THE VENDORS APPROVED BY BHEL/GSECL/CONSULTANT. LIST OF SUCH APPROVED VENDORS TO BE OBTAINED BY CONTRACTOR BEFORE PURCHASE OF ANY MATERIALS. THE LIST MAY UNDERGO REVISIONS FROM TIME TO TIME. THEREFORE, THE CONTRACTOR SHALL ASCERTAIN CONCURRENCY OF APPROVAL IN RESPECT OF ANY VENDOR FROM WHOM HE IS LIKELY TO SOURCE ANY ITEM.

### **2.0.11**

1. 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. Final drawings will be issued progressively during the execution of the work.
2. Engineer's 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.
3. 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

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**4. In case the test piles fails due to faulty workmanship of the contractor then the contractor shall install and re test the piles at his own cost without any financial implication to BHEL.**

**2.0.1.12 HIERARCHY**

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

- B) Statutory Regulations
- C) GSECL specifications
- D) Items in Schedule of quantities
- E) IS/BS standards

**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.**

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

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Sl.No.	Description	Scope / to be taken care by		Remarks
		BHEL	Bidder	
3.1	<b>PART I ESTABLISHMENT</b>			
3.1.1	<b>FOR CONSTRUCTION PURPOSE:</b>			
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	<b>FOR LIVING PURPOSES OF THE BIDDER</b>			
a	Open space for labour colony (as per availability)		Yes	Contractor has to make his own arrangements for space, shelter and transportation of labors as per their requirement.
b	Labour Colony with internal roads, sanitation, complying with statutory requirements		Yes	
3.2.0	<b>ELECTRICITY</b>			

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

Sl.No.	Description <b>PART I</b>	Scope / to be taken care by		Remarks
		BHEL	Bidder	
a	Single point source of 11 KV	Yes		Free. At a distance of 500m from site (distance is only estimated, It may vary up to any extent depending on site condition). In case of power failure due to maintenance or any reason, contractor shall have to arrange the same at his own expenses through DG set etc. to ensure progress of work.
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(to be specified whether chargeable or free)</b>			Free at an available distance. In case of non-availability of power due to any reason from customer point, contractor shall have to arrange the same at his own expenses through DG set.
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.

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

Sl.No.	Description	Scope / to be taken care by		Remarks
		BHEL	Bidder	
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>			
3.3.1	<b>For construction purposes:(to be specified whether chargeable or free)</b>			
a	Making the water available at single point	Yes		<b>Chargeable,</b> At a distance of 800M from site. Distance is only estimated, It may vary up to any extent depending on site condition). In Case Of non-availability of construction water due to Maintenance or any reason from customer point, contractor shall have to arrange construction water at his own expenses.
b	Further distribution as per the requirement of work including supply of materials and execution		Yes	
3.3.2	<b><u>Water supply for bidder's office, stores, canteen etc</u></b>			

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

Sl.No.	Description <b>PART I</b>	Scope / to be taken care by		Remarks
		BHEL	Bidder	
a	Making the water available at single point	Yes		Chargeable, At a distance of 800M from site. Distance is only estimated, It may vary up to any extent depending on site condition). In Case of non-availability of construction water due to Maintenance or any reason from customer point, contractor shall have to arrange construction water at his own expenses.
b	Further distribution as per the requirement of work including supply of materials and execution		Yes	
3.3.3	<b><u>Water supply for Living Purpose</u></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>LIGHTING</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	
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	

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

Sl.No.	Description <b>PART I</b>	Scope / to be taken care by		Remarks
		BHEL	Bidder	
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	
	<b>3.9.0 ERECTION FACILITIES</b>			
3.9.1	Engineering works for construction:			NOT APPLICABLE
a	Providing the erection/constructions drawings for all the equipments covered under this scope	Yes		<b>For Details PI 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	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

BHEL-PSWR

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

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Sl.No.	Description <b>PART II</b> <b>3.9.0 ERECTION FACILITIES</b>	Scope / to be taken care by		Remarks
		BHEL	Bidder	
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.		Yes	
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: Facilities in the scope of Contractor/BHEL**

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**A: TOOL & PLANTS**

SN	DESCRIPTION	
1	<b>(a) T &amp; Ps for Civil works</b>	
	<b>Sl.</b>	<b>Major T&amp;P items</b>
	<b>Qty</b>	
	1.	Piling Hydraulic Rig with complete set.
	01 Nos.	
	2.	Total Station
	01No.	
	3.	Auto level & staff
	01Nos.	
	4.	Concrete Cube Moulds
	36Nos.	
	5.	COMPUTER(window Xp) with printing & CD writing facility
	01 sets	
	6.	COMMUNICATION FACILITIES – LANDLINE, WLL, MOBILE, FAX ETC.
	As per requirement	
	7.	Mini batching plant (5/10Cub.m./Hr.)
	01 Nos.	
	8.	Conventional concrete mixer machine
	01 Nos.	
	9.	JCB /Poclein
	As per requirement	
	10.	Full set of tool and tackles like Jacks of required capacity, girders, loading platforms, loads, Gauges, for carrying out the various test on piles.
	As per Requirement	
	11.	Equipments for carrying Pile Integrity Test
	As per Requirement	
	12.	Equipments for carrying Dynamic Test on piles
	As per requirement	
	<p><b>Bidder may have tie up with RMC suppliers located within the vicinity of plant area or nearby stations with approval of BHEL/GSECL for carrying out the concreting works.</b></p> <p><b>(b) Civil Works - Field Quality Lab Equipments –: Bidders may have a tie-up with other agency with approval of BHEL /GSECL for quality checks.</b></p> <p>As per requirement.</p>	

**TECHNICAL CONDITIONS OF CONTRACT (TCC)**  
**Chapter – IV: Facilities in the scope of Contractor/BHEL**

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**B: MEASURING AND MONITORING DEVICES (MMD):**

01. During execution of the job, it is very essential that proper and adequate inspection should be made constantly by the contractor to maintain accuracy of testing. During the important Lab. Test, BHEL Engineer may visit the Contractor's laboratory for verification of test. Contractor shall allow him to have access in the laboratory & interact with testing Engineers & extend all the co-operation.
02. All the MMDs (Measuring and monitoring devices) & testing equipments including Laboratory equipments deployed on the job shall have the traceability as per National & International standard.

**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

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**BHEL WILL NOT PROVIDE ANY T & P's 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 (Three) months** in a manner required by BHEL to match with the project schedule.

**THE OVERALL CONTRACT PERIOD SHALL OF 3 (Three) months.**

#### **6.1.2**

In order to meet above schedule and other intermediate targets/activities as set by BHEL Engineer In charge at site, to meet customer requirements/project schedule, contractor shall arrange all necessary resources and work force in consultation with BHEL engineer at site to undertake works concurrently in all possible fronts as made available to contractor.

Contractor shall note that individual milestones as above shall be achieved as per schedule furnished above. The date of start of first excavation shall be reckoned as the start of contract period for this purpose.

The contractor shall reach site and establish his site office and mobilize necessary resources well in advance of actual commencement of the contract time schedule as per directions of BHEL engineer.

**DATE OF START OF WORK SHALL BE THE DATE ON WHICH FIRST PILE BORING WORK IS STARTED.**

The contractor shall complete all the work in the scope of this contract within the contract period.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – VII: TERMS OF PAYMENT

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### 7.00 TERMS OF PAYMENT

#### 7.0.1

The contractor shall submit his monthly on account bills with all the details required by BHEL on specified date every month covering progress of work in all respects and areas from the 25th of previous calendar month to 24th of the current month.

#### 7.0.2

General conditions of contract shall be referred to as regards mode of payment, and measurement of the work completed.

#### 7.0.3

Release of payment in each running bill will be restricted to **95% of the value of work admitted**, as per the percentage break-up for the stage of work completion stipulated vide clauses hereinafter.

**The 5% retention amount shall be released as per GCC clause no. 2.22.** The workmanship guarantee period for this contract shall be **12 months from the date of completion** of entire work as certified by BHEL

#### 7.0.4

The payment for running bills will normally be released within around 30 days of submission of running bill with measurement sheets. Contractor shall make his own arrangement for making payment of impending labour wages and other dues in the meanwhile.

#### 7.0.5

**BHEL** will release payment through **Electronic Fund Transfer (EFT)/RTGS**. In order to implement this system, the following details are to be furnished by the contractor pertaining to his bank accounts where proceeds will be transferred through **BHEL's banker**:

Name of the Company

Name of Bank

Name of Bank Branch

City/Place

Account Number

Account type

IFSC code of the Bank Branch

MICR Code of the Bank Branch

**BHEL** May Also Choose To Release Payment By Other Alternative Modes As Suitable.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – VII: TERMS OF PAYMENT

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### **7.0.6 Progressive Payment For Civil**

The percentage of payment for progressive completion of work in various categories of work shall be as under:

### **7.0.7 Civil Work**

100% of Item Rate on Pro-Rata Basis against Monthly RA Bills.

The RA bill payment shall be made as per Clause no 10.0 of Chapter –X of SCC and as per Clause No: 2.23 of GCC

### **7.0.8 Extra/Additional Items Of Work:-**

As Per General Conditions of Contract.

### **7.0.9 Payment for TESTING**

**The items cover under BOQ for various tests on piles will be paid as per the Following.**

- 01. Carrying out the various tests on piles:- 80 % of the Quoted item Rate.**
- 02. Submission of final reports to BHEL:- 20% of the Quoted Item Rate.**

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-VIII: Taxes and Other Duties

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

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

##### 8.1.1

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

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

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

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

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

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

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

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

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

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

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

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-VIII: Taxes and Other Duties

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

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

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

### 8.2 'Enabling Works'

~~The contractor shall pay all (save the specific exclusions as enumerated in this contract) taxes, fees, license charges, deposits, duties, 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 )~~

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

### 8.3 New Taxes/Levies

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

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

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

**TECHNICAL CONDITIONS OF CONTRACT (TCC)**  
**Chapter – IX: Any Other Special Requirements**

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**FOLLOWING DRAWINGS AND TECHNICAL SPECIFICATIONS ARE ENCLOSED WITH THE TENDER AND ARE A PART OF TENDER DOCS:-**

<b>SL.NO</b>	<b>Technical specifications</b>	<b>TITLE</b>
<b>01</b>	<b>BORED CAST-IN-SITU RCC PILES</b>	<b>PE-TS-999-600-C026</b>
<b>02</b>	<b>Plot plan</b>	<b>Plot plan Rev-5</b>

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## CHAPTER X –Appendix

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### **Appendix A:** **Tentative Manpower Requirement**

1. Project manager – with adequate experience in Piling Works - 1 Head
2. Experienced Civil Engineers – 1 heads
3. Experienced Foreman / Supervisors -1 heads
4. Quality Control Engineer – 1 head
5. Safety Engineer – 1 no along with supporting staff.
6. Surveyor – 01 head capable to handle total station
7. Piling RIG Operator, Licensed Electrician, Mechanic - As per requirement
8. Experienced Bar Benders & Helpers – lot for similar nature of work
9. Security Guards (Round The Clock) – As per requirement