

TENDER SPECIFICATION

NO: BHE/PW/PUR/NGNRI-PEB DIS/1554

FOR

DISMANTLING THE EXISTING PEB CLOSED STORE SHED WITH OFFICE (DISMANTALABLE TYPE) PRESENTLY AT BHEL'S DHULE (MAHARASHTRA) SITE & TRANSPORTATING FROM BHEL'S DHULE (MAHARASHTRA) SITE, UNLOADING AND ERECTION OF PEB CLOSED SHED AT BHEL'S NMDC NAGARNAR (CHATTISHGARH) SITE.

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	
NIL	Tender Specification Issue Details	(Part of <u>Vol-IA-1554</u>)
NIL	Notice Inviting Tender	(Part of <u>Vol-IA-1554</u>)
I-A	Technical Conditions of Contract	Vol-IA-1554
I-B	Special Conditions of Contract	Vol-IBCD-1554
I-C	General Conditions of Contract	(Part of <u>Vol-IBCD-1554</u>)
I-D	Forms & Procedures	(Part of <u>Vol-IBCD-1554</u>)
II	Price Bid Specification	Vol-II-1554

TENDER SPECIFICATION

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FOR

DISMANTLING THE EXISTING PEB CLOSED STORE SHED WITH OFFICE (DISMANTALABLE TYPE) PRESENTLY AT BHEL'S DHULE (MAHARASHTRA) SITE & TRANSPORTATING FROM BHEL'S DHULE (MAHARASHTRA) SITE, UNLOADING AND ERECTION OF PEB CLOSED SHED AT BHEL'S NMDC NAGARNAR (CHATTISHGARH) SITE.

EARNEST MONEY DEPOSIT: Refer Notice Inviting Tender

LAST DATE FOR TENDER SUBMISSION: Refer Notice Inviting Tender

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

M/s.

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**PLEASE NOTE:
THESE TENDER SPECS DOCUMENTS ARE NOT TRANSFERABLE.**

For Bharat Heavy Electricals Limited

**AGM (Purchase)
Place: Nagpur
Date:**

1554

NOTICE INVITING TENDER

Bharat Heavy Electricals Limited



Ref: BHE/PW/PUR/NGNRI-PEB DIS/1554.

Dt: 24/10/2015

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/NGNRI-PEB DIS/1554.
ii	Broad Scope of job	DISMANTLING THE EXISTING PEB CLOSED STORE SHED WITH OFFICE (DISMANTALABLE TYPE) PRESENTLY AT BHEL'S DHULE (MAHARASHTRA) SITE & TRANSPORTATING FROM BHEL'S DHULE (MAHARASHTRA) SITE, UNLOADING AND ERECTION OF PEB CLOSED SHED AT BHEL'S NMDC NAGARNAR (CHATTISHGARH) SITE.
iii	DETAILS OF TENDER DOCUMENT	
a	Volume-IA	<i>Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc</i> Applicable
b	Volume-IB	<i>Special Conditions of Contract (SCC)</i> Applicable
c	Volume-IC	<i>General Conditions of Contract (GCC)</i> Applicable
d	Volume-ID	<i>Forms and Procedures</i>
e	Volume-II	<i>Price Schedule (Absolute value).</i> Applicable
iv	Issue of Tender Documents	1. <u>Sale from BHEL PS Regional office at :</u> Start : 24/10/2015 , Closes: 14/11/2015/2015 , Time : 16.00 Hrs 2. From BHEL website (www.bhel.com) Applicable

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		Tender documents will be available for downloading from website till due date of submission	
v	DUE DATE & TIME OF OFFER SUBMISSION	Date : 16/11/2015, Time 15.00 Hrs Place : <u>BHEL PS Regional office at :Nagpur</u> Tenders being submitted through representative shall be submitted at dispatch section of PSWR HQ Office after making entry/registration at the reception. For any assistance on the matter kindly contact following officials: Pratish Gee Varghese/Sr Engineer(Purchase Shivkesh Meena / Engineer (Purchase)	Applicable
vi	OPENING OF TENDER	1 hours after the latest due date and time of Offer submission 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	EMD AMOUNT	Rs 20,000/- (Rupees Twenty Thousand Only)	Applicable
viii	COST OF TENDER	Rs 2000/- (Rupees Two thousand Only)	Applicable
ix	LAST DATE FOR SEEKING CLARIFICATION	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	SCHEDULE OF Pre Bid Discussion (PBD)	Date :	Not applicable.
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)		Not Applicable
xii	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com -->Tender Notifications →View Corrigendums) and not in the newspapers . Bidders to keep themselves updated with all such information	

- 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.**

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- 3.0 Unless specifically stated otherwise, bidder shall remit cost of tender and courier charges if applicable, in the form of Demand Draft drawn in favour of Bharat Heavy Electricals Ltd, payable at Power Sector Regional HQ at Nagpur issuing the Tender, along with techno-commercial offer. Bidder may also choose to deposit the Tender document cost by cash at the Cash Office as stated above against sl no iv of 1, on any working day; and in such case copy of Cash receipt is to be enclosed with the Techno Commercial offer. Sale of tender Documents shall not take place on National Holidays, holidays declared by Central or State Governments and BHEL PS HQ at Nagpur, Sundays and second/ last Saturdays
- 4.0 Unless specifically stated otherwise, bidder shall deposit EMD through Demand Draft/Pay Order in favour of Bharat Heavy Electricals Ltd, payable at Nagpur. For other details and for 'One Time EMD' please refer General Conditions of Contract.
- 5.0 **Procedure for Submission of Tenders:** The Tenderers must submit their Tenders to Officer inviting Tender, as detailed below:
- PART-I consisting of 'PART-I A (Techno Commercial Bid)' & 'PART-I B (EMD/COST of TENDER)' in two separate sealed and superscribed envelopes (ENVELOPE-I & ENVELOPE-II)
 - PART-II (Price Bid) – in sealed and superscribed envelope (ENVELOPE-III)
 - One set of tender documents shall be retained by the bidder for their reference
- 6.0 The contents for ENVELOPES and the superscription for each sealed cover/Envelope are as given below. **(All pages to be signed and stamped)**

Sl no	Description	Remarks
	Part-I A	
	<p>ENVELOPE – I superscribed as : PART-I (TECHNO COMMERCIAL BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:</p> <p>CONTAINING THE FOLLOWING:-</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>Note:</p> <p>a. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be placed after document under sl no (i) above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained.</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: 40px;">i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL</p> <p style="padding-left: 40px;">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>	

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iv.	All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc pertinent to this NIT.	
v.	Integrity Pact Agreement (Duly signed by the authorized signatory)	If applicable
vi.	Duly filled-in annexures, formats etc as required under this Tender Specification/NIT	
vii.	Notice inviting Tender (NIT)	
viii.	Volume – I A : <u>Technical</u> Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc	
ix.	Volume – I B : Special Conditions of Contract (SCC)	
x.	Volume – I C : General Conditions of Contract (GCC)	
xi.	Volume – I D : Forms & Procedures	
xii.	Volume – II (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item	
xiii.	Any other details preferred by bidder with proper indexing.	

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

PART-II		
	PRICE BID consisting of the following shall be enclosed	
	<p>ENVELOPE-III superscribed as: PART-II (PRICE BID) NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:</p> <p>CONTAINING THE FOLLOWING</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)	

OUTER COVER		

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

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

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

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

9.0 Assessment of Capacity of Bidders: VOID

10.0 Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.

11.0 For any clarification on the tender document, the bidder may seek the same in writing or through e-mail, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.

12.0 BHEL may decide holding of pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.

13.0 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer, else BHEL's interpretation shall prevail.

14.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.

15.0 Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), **if applicable**, along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. **The names and other details of Independent External Monitor (IEM) for the subject**

tender is as given at point (1) above.

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

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- 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

AGM Pur

Enclosure

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

ANNEXURE - 1

PRE QUALIFYING CRITERIA

JOB	DISMANTLING THE EXISTING PEB CLOSED STORE SHED WITH OFFICE (DISMANTALABLE TYPE) PRESENTLY AT BHEL'S DHULE (MAHARASHTRA) SITE & TRANSPORTATING FROM BHEL'S DHULE (MAHARASHTRA) SITE, UNLOADING AND ERECTION OF PEB CLOSED SHED AT BHEL'S NMDC NAGARNAR (CHATTISHGARH) SITE.
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SL NO	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Name and Description of qualifying criteria	Page no of supporting document. Bidder must fill up this column as per applicability
A	Submission of Integrity Pact duly signed (if applicable) <small>(Note: To be submitted by Prime Bidder & Consortium/Technical Tie up partner jointly in case Consortium bidding is permitted, otherwise by the sole bidder)</small>	Not APPLICABLE	
B	<u>Technical</u> Bidder must have executed Erection/Construction of Storage Shed of atleast 900 M ² (Sq. M) area including of Structural Steel Works in the last seven years as on latest date of offer submission.	APPLICABLE	
C-1	<u>Financial</u> <u>TURNOVER</u> Bidders must have achieved an average annual financial turnover (Audited) of Rs 3 Lakhs or more over last three Financial Years (FY) i.e. 2012-2013, 2013-14, 2014-15.	APPLICABLE	
C-2	<u>NETWORTH</u> (only in case of Companies) Net worth of the Bidder based on the latest Audited Accounts as furnished for 'C-1' above should be positive	APPLICABLE	
C-3	<u>PROFIT</u> Bidder must have earned cash profit in any one of the three Financial Years as applicable in the last three Financial Years defined in 'C-1' above based on latest Audited	APPLICABLE	

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	Accounts.		
D	Assessment of Capacity of Bidder to execute the work as per sl no 9 of NIT (if applicable)	Not APPLICABLE	By BHEL
E	Approval of Customer (if applicable) Note: Names of bidders (including consortium/Technical Tie up partners in case consortium bidding is permitted) who stand qualified after compliance of criteria A to D shall be forwarded to customer for their approval.	Not APPLICABLE	BY BHEL
F	Price Bid Opening Note: 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)	NOT APPLICABLE	

Explanatory Notes for the PQR (unless otherwise specified in the PQR):

1. Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated against C-1 above along with all annexures
2. In case audited Financial statements have not been submitted for all the three years as indicated against C-1 above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years i.e total divided by three.
3. If financial statements are not required to be audited statutorily, then instead of audited financial statements, financial statements are required to be certified by Chartered Accountant.
4. C-2:-NETWORTH : Shall be calculated based on the latest Audited Accounts as furnished for C-1 above. Net worth = Paid up share capital + Reserves. (Net worth is required to be evaluated in case of companies)
5. C-3:- PROFIT : shall be NET profit (PAT + Non cash expenditure viz depreciation) earned during any one of the three financial years as in C-1 above
6. ~~'Additional' Criteria in respect of 'Technical' criteria of PQR (as in 'B' above) for Civil, Electrical, CI, unless otherwise specified :-~~
 1. _____ Bidder should have executed similar work of any one of the following:
 - a. _____ One (1) work of value not less than Rs XXX
_____ OR
 - b. _____ Two (2) works of not less than Rs YYY
_____ OR
 - c. _____ Three (3) works of not less than Rs ZZZ
(Value XXX, YYY, ZZZ shall be as indicated by BHEL
 2. _____ 'Similar' work for criteria 5 above means
 - a. _____ Civil or Structures or Civil & Structures or Chimney respectively as applicable to the tendered scope in respect of 'CIVIL' Works
 - b. _____ Electrical works in respect of 'ELECTRICAL'
 - c. _____ CI works in respect of 'CI' Works
 - d. _____ Material Handling and/or Management works in respect of 'MM' works
7. Time period for achievement of the 'Technical' criteria of PQR (as in 'B' above) will be the last 7 years ending on the 'latest date' of Bid submission
8. 'EXECUTED' means the Vendor should have achieved the criteria specified in the Technical criteria of PQR (as in 'B' above) even if the Contract has not been completed or closed
9. Unless otherwise specified, for the purpose of 'Technical' criteria of PQR (as in 'B' above), the word 'EXECUTED' means:
 3. _____ "BOILER LIGHT UP" in respect of Boiler & Aux and ESP

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 PRE QUALIFICATION CRITERIA (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/Not Applicable	YES/NO
8	Copy of PAN Card	Applicable/Not Applicable	YES/NO
9	Whether all pages of the Tender documents including annexures, appendices etc are read understood and signed	Applicable/Not Applicable	YES/NO
10	Integrity Pact	Not Applicable	YES/NO
11	Declaration by Authorised Signatory	Applicable/Not Applicable	YES/NO
12	No Deviation Certificate	Applicable/Not Applicable	YES/NO

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

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

DATE :
SIGNATORY

AUTHORISED
(With Name, Designation and Company seal)

Annexure-3

IMPORTANT INFORMATION

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

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

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

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

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

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

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

1. **The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site (www.bhel.com ---> Tender Notification -> List of Banned Firms)**
2. **Refer Chapter XII of Volume IB Special Conditions of Contract regarding Suspension of Business Dealings: The abridged version of extant ‘Guidelines for suspension of business dealings with suppliers/ contractors’ has now been uploaded on www.bhel.com on “supplier registration page” at the following link: http://www.bhel.com/vender_registration/pdf/Suspension-of-Business-Dealings-with-Supplier-issued-Sept13_abridged.pdf**
3. **All Statutory Requirements as applicable for this project shall be complied with.**
4. **BHEL Fraud Prevention Policy, "The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice."**

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

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

6. Please take note of following Revised Tender Clauses:

- i. Notice Inviting Tender: Sl No 9
- ii. General conditions of Contract: Clause 2.12, 2.14, 2.17, Clause No 1.15.13 (New), Clause No 2.8.3, 2.8.4 and 2.8.5
- iii. Special Conditions of Contract: Clause No 4.2.1.7

7. Following Notes are added to Form F- 15 of Volume I D ‘Forms & procedures’

- i. It is only indicative and shall be as per the online format issued by BHEL time to time.
- ii. No request will be entertained after specified date of the current month w.r.t the changes requested in the scores of immediate previous month.

8. PRICE VARIATION CLAUSE (CLAUSE NO 2.17 OF GCC) : Not Applicable

9. OVER RUN COMPENSATION (CLAUSE NO 2.12 OF GCC): Not Applicable

10. Acceptance of Bank Guarantee (BG)

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

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

“Bank Guarantee issued by:

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

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

HDFC Bank Ltd.
The Hongkong and Shanghai Banking Corporation Ltd.
ICICI Bank Ltd.
IDBI Ltd.
Punjab National Bank
Standard Chartered Bank
State Bank of Travancore
State Bank of Hyderabad
Syndicate Bank

- b. Any public sector Bank (other than consortium banks) with a clause in the text of Bank Guarantee that it is enforceable at Nagpur, Maharashtra
- c. Any private sector banks, with a clause in the text of Bank Guarantee that it is enforceable by being presented at any branch of the bank

Note: “Bank Guarantees issued by Co-operative Banks are not acceptable”.

11. 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:

- 11.1. 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).
- 11.2. 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.

- 11.3. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
- 11.4. 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.
- 11.5. 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.
- 11.6. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
- 11.7. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
- 11.8. 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.
- 11.9. 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.
- 11.10. Reverse auction will be conducted on scheduled date & time.
- 11.11. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
- 11.12. 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.

- 11.13. 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.
- 11.14. 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.
- 11.15. 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.
- 11.16. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
- 11.17. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

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TECHNICAL CONDITIONS OF CONTRACT (TCC)

BHARAT HEAVY ELECTRICALS
LIMITED



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

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - I: Project Information

1.1 Project Information of BHEL'S NMDC Limited at Nagarnar, Chattishgarh Site:-			
1	Location	:	3.0 MTPA Integrated steel plant of NMDC Limited at Nagarnar, Jagdalpur, Chattishgarh
2	Address Detail	:	3.0 MTPA Integrated steel plant Project of NMDC Limited, Nagarnar, Jagdalpur, Chattishgarh
3	Nearest Railway Station	:	Jagdalpur Railway Station
4	Road Approach	:	Jagdalpur is well connected by road with the <u>Raipur</u> , <u>Hyderabad</u> , <u>Visakhapatnam</u> and <u>Vizianagaram</u> .
5	Nearest Air Port	:	Raipur Airport and Visakhapatnam Airport

1.2 Project Information of BHEL'S Dhule, Maharashtra Site:-			
1	Location	:	The site is located in Waghode, Shindkheda village about 38 km from Dhule district of Maharashtra.
2	Address Detail	:	Sintex Infra Projects Limited, Waghode, Shindkheda, District: Dhule, Maharashtra
3	Nearest Railway Station	:	Amalner on Kolkata –Ahmedabad route
4	Road Approach	:	The site is 38 km from Dhule District of Maharashtra.
5	Nearest Air Port	:	Devi Ahilya Bai Holkar International Airport, Indore.

BIDDERS ARE ADVISED TO ACQUAINT THEMSELVES WITH SITE LOCATION, WORKING CONDITIONS IN AND AROUND THE PROJECT PREMISES & LOCAL PREVAILING SITUATIONS PRIOR TO SUBMITTING THEIR OFFER. NO CLAIM FOR COMPENSATION WILL BE ENTERTAINED ON THE GROUNDS OF NON-FAMILIARITY WITH THE SITE CONDITION & WORKING CONDITIONS ETC. ALL COSTS FOR AND ASSOCIATED WITH SITE VISITS SHALL BE BORNE BY THE BIDDER.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - II : Scope of Works

2.0 SCOPE OF WORK

2.1 Scope of Work:-

The scope of work consist one number of PEB closed storage shed with office at BHEL DHULE (Maharashtra) site, is to be dismantled and transported to BHEL's NMDC Nagarnar (Chhattisgarh) site. Unloading and Erection of the sheds at BHEL's NMDC Nagarnar (Chhattisgarh) site and handing over the complete shed in all respect to BHEL. Works consists:-

1. Necessary match marking of the structures by white or yellow paint is to be done so as to facilitate the re erection of shed at new location.
2. Dismantling the existing **PEB closed store shed with office** of size 60mx15m presently at BHEL DHULE site (Maharashtra), consisting of steel rolled section (bolted columns), roof truss, and tie members with PPGI sheet roofing and side cladding, ROLLING SHUTTERS/SLIDING DOORS, ELECTRICAL WIRING AND ACCESSORIES ,TURBOS, DOORS, VENTILATORS ETC ALL COMPLETE. Loading the materials on trailers/trucks by means of hydra including all lifting tools and tackles like D shackles and slings complete in all respect
3. Transportation the same by road by means of truck /trailers from BHEL DHULE site (Maharashtra) to BHEL's NMDC Nagarnar (Chhattisgarh) site.
4. UNLOADING the closed shed materials at BHEL's NMDC Nagarnar (Chhattisgarh) site.
5. Assembly, erection and handing over of the closed shed completed in all respect to BHEL's NMDC Nagarnar (Chhattisgarh) site.
6. Making structure completely leak proof .No additional cost/payment will be given to vendor for making structure leak proof.

2.2 Additional Works:-

1. **ALL NECESSARY PREACUTIONS IS TO BE TAKEN DURING THE REMOVAL OF PPGI SHEETS SO AS TO MINIMISE THE DAMAGE. THE PPGI SHEETS IS TO BE REUSED. THE DAMAGED SHEETS WILL HAVE TO BE REPLACED BY THE VENDOR. NO ADDITIONAL PAYMENT WILL BE PAID FOR THIS.**
2. **ALL CONSUMABLES LIKE SELF DRILLING AND SELF TAPPING SCREWS WITH EPDM SEAL AND ANY OTHER CONSUMABLES REQUIRED FOR COMPLETION OF THE JOB IS IN THE SCOPE OF THE BIDDER.**
3. **SUPPLY & FIXING OF DAMAGED HARDWARES LIKE NUTS, BOLTS, AND WASHERS ETC OF REQUIRED SIZES IS IN THE SCOPE OF THE BIDDER. NO EXTRA CLAIM FOR SUPPLY OF ANY CONSUMABLES WILL BE ADMISSIBLE.**

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - II : Scope of Works

All the above jobs shall be as per BHEL Engineer's instructions, drawings, and detailed specification.

Bidders are requested to specifically note the following:

*Bidders are requested to have **pre-bid visit/ inspection of site** to make them fully acquainted with the actual status of work, site situation & nature of job. No claim shall be entertained at later date on account of non-familiarization of site conditions.*

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

SI No	Description	Scope / to be taken care by		Remarks
		BHEL	Bidder	
3.1	ESTABLISHMENT			
3.1.1	FOR CONSTRUCTION PURPOSE:			
A	Open space for office (as per availability)	Yes		Location will be finalized after joint survey with owner
B	Open space for storage (as per availability)	Yes		Location will be finalized after joint survey with owner
C	Construction of bidder's office, canteen and storage building including supply of materials and other services		Yes	
D	Bidder's all office equipments, office / store / canteen consumables		Yes	
E	Canteen facilities for the bidder's staff, supervisors and engineers etc		Yes	
F	Fire fighting equipments like buckets, extinguishers etc		Yes	
G	Fencing of storage area, office, canteen etc of the bidder		Yes	
3.1.2	FOR LIVING PURPOSES OF THE BIDDER		Yes	Contractor has to make his own arrangements for space, shelter and transportation of labors as per their requirement
A	Open space for labour colony (as per availability)		Yes	
B	Labour Colony with internal roads, sanitation, complying with statutory requirements		Yes	
3.2.0	ELECTRICITY			
3.2.1	Electricity for construction purposes 3 Phase 415/440 V (To be specified whether chargeable or free)			

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

SI No	Description PART I	Scope / to be taken care by		Remarks
		BHEL	Bidder	
A	Single point source	Yes		Construction power will be provided free of cost at one point at a distance of approx. 300 M. Further distribution shall be in bidder's scope.
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	<i>Electricity for the office, stores, canteen etc of the bidder.</i>			
A	Single point source	Yes		Power will be provided free of cost at one point at an available distance. Further distribution shall be in bidder's scope.
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	<i>Electricity for living accommodation of the bidder's staff, engineers, supervisors etc</i>		Yes	Contractor has to make his own arrangement.
A	Single point source		Yes	
B	Further distribution including all materials, Energy Meter, Protection devices and its service		Yes	
C	Duties and deposits including statutory clearances if applicable		Yes	

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

SI No	Description PART I	Scope / to be taken care by		Remarks
		BHEL	Bidder	
3.3.0	<i>WATER SUPPLY</i>			
3.3.1	<i>For construction purposes: (to be specified whether chargeable or free)</i>			
A	Making the water available at single point	Yes		Construction water will be provided free of cost at one point at a distance of approx. 300M. Further distribution shall be in bidder's scope.
B	Further distribution as per the requirement of work including supply of materials and execution		Yes	
3.3.2	<i>Water supply for bidder's office, stores, canteen etc</i>			
A	Making the water available at single point		Yes	Contractor has to make his own arrangement.
B	Further distribution as per the requirement of work including supply of materials and execution		Yes	
3.3.3	<i>Water supply for Living Purpose</i>			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	<i>LIGHTING</i>			

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

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

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

SI.No	Description PART II 3.9.0 ERECTION FACILITIES	Scope / to be taken care by		Remarks
		BHEL	Bidder	
3.9.1	Engineering works for construction:			NOT APPLICABLE
A	Providing the erection/constructions drawings for all the equipments covered under this scope	Yes		For Details PI refer Chapter-IX-
B	Drawings for construction methods	Yes	Yes	In consultation with BHEL
C	As-built drawings – where ever deviations observed and executed and also based on the decisions taken at site- example – routing of small bore pipes		Yes	Changes are to be marked in drawing & handover to BHEL on completion of work.
D	Shipping lists etc for reference and planning the activities			NOT APPLICABLE
E	Preparation of site erection schedules and other input requirements		Yes	In consultation with BHEL
F	Review of performance and revision of site erection schedules in order to achieve the end dates and other commitments	Yes	Yes	In consultation with BHEL
G	Weekly erection schedules based on SI No. e		Yes	In consultation with BHEL
H	Daily erection / work plan based on SI No. g		Yes	In consultation with BHEL

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

SI.No	Description PART II 3.9.0 ERECTION FACILITIES	Scope / to be taken care by		Remarks
		BHEL	Bidder	
I	Periodic visit of the senior official of the bidder to site to review the progress so that works are completed as per schedule. It is suggested this review by the senior official of the bidder should be done once in every two months.		Yes	
J	Preparation of preassembly bay			NOT APPLICABLE
K	Laying of racks for gantry crane if provided by BHEL or brought by the contractor/bidder himself			NOT APPLICABLE
L	Arranging the materials required for preassembly			NOT APPLICABLE

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – IV: T&Ps and MMEs to be deployed by Contractor

A: TOOL & PLANTS

CONTRACTOR SHALL DEPLOY ALL NECESSARY T&P TO MEET THE SCHEDULES & AS PRESCRIBED BY BHEL ENGINEER AND REQUIRED FOR COMPLETION OF WORK.

B: MEASURING AND MONITORING DEVICES (MMD):

AS PER REQUIREMENT TO BE FINALIZED AT SITE.

NOTE:

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**

BHEL WILL NOT PROVIDE ANY MATERIAL OR ANY T & P's FOR THIS WORK.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VI: Time Schedule

6.1 TIME SCHEDULE & MOBILIZATION

6.1.1 INITIAL MOBILIZATION AND TENTATIVE SCHEDULE

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

The contractor has to subsequently augment his resources in such a manner that the entire related works are completed to achieve the following **tentative** schedule:

Milestone activities - Break up activities completion period:

S.No.	MILESTONE ACTIVITY	PERIOD
1	Dismantling of closed shed with office at respective site, loading and transportation of shed materials to new location and unloading.	Within 1.5 month from the first day of start of DISMANTLING activity at site.
2	Re erection of the closed shed with office structures, sheeting and roofing complete in all respect at new location.	Within 2.5 months from the first day of start of start of DISMANTLING activity at previous site.

THE OVERALL CONTRACT PERIOD SHALL BE 2.5 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 ACTIVITY OF DISMANTLING 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.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VI: Time Schedule

DATE OF START OF WORK SHALL BE THE DATE ON WHICH DISMANTLING OF THE SHED 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

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

The RA bill payment shall be made as per Cl. no 10.0 of Chapter –X of SCC and as per CL NO: 2.6 of GCC

7.0.6 The Dismantling, Loading, Transportation, Unloading and erection of closed shed will be paid at respective site where the PEB sheds will be erected.

7.0.7 Extra/Additional Items of Work: - No extra/additional items are allowed in this contract.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VIII: Taxes and Other Duties

8.0 TAXES, DUTIES, LEVIES (Consolidated Rev 05 dated 13/08/2015)

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

8.1.1

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

However, provisions regarding Service Tax 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

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VIII: Taxes and Other Duties

the prescribed format of the respective state VAT laws. Also, the contractor will issue the tax Invoices to BHEL as per the Tax laws of respective state on monthly basis. Contractor shall also be required to furnish to BHEL necessary proof of VAT remittance on monthly basis.

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

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

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

8.2 — 'Enabling Works'

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

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

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

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

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

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VIII: Taxes and Other Duties

any such impact after opening the Price Bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.

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

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

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

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

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

SPECIAL CONDITIONS OF CONTRACT (TCC) CHAPTER IX –DRAWINGS

The contractor has to match marking of the structures by white or yellow paint is to be done so as to facilitate the re erection of shed at new location.

Drawing available with BHEL engineers will be made available to the contractor.

SPECIAL CONDITIONS OF CONTRACT (TCC)

CHAPTER X –GENERAL

01. THE INTENT OF SPECIFICATION IS TO CARRY OUT THE DISMANTLING OF CLOSED STORAGE SHED, TRANSPORTATION AND REERECTION OF CLOSED STORAGE SHED ACCORDING TO THE MOST MODERN AND PROVEN TECHNIQUES AND CODES. THE OMISSION OF SPECIFIC REFERENCE TO ANY METHOD, EQUIPMENT OR MATERIALS NECESSARY FOR PROPER AND EFFICIENT DISMANTLING LOADING,TRANSPORTATION, UNLOADING AND REERECTION IN ALL RESPECTS ETC AND SHALL NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY OF PROVIDING SUCH FACILITIES TO COMPLETE THE WORK WITHOUT ANY EXTRA COMPENSATION.
02. THE WORK SHALL BE EXECUTED UNDER USUAL CONDITIONS AFFECTING MAJOR THERMAL POWER PROJECTS IN AN EXISTING POWER PLANT AND IN CONJUNCTION WITH NUMEROUS OTHER OPERATIONS AT SITE. THE CONTRACTOR AND HIS PERSONNEL SHALL COOPERATE WITH PERSONNEL OF CUSTOMER'S CONTRACTORS, COORDINATING HIS WORK WITH OTHERS AND PROCEED IN A MANNER THAT SHALL NOT DELAY OR HINDER THE PROGRESS OF WORK AS A WHOLE.
03. ALL THE WORK SHALL BE CARRIED OUT AS PER THE INSTRUCTIONS OF BHEL ENGINEER. BHEL ENGINEER'S DECISION REGARDING CORRECTNESS OF THE WORK AND METHOD OF WORKING SHALL BE FINAL AND BINDING ON THE CONTRACTOR.
04. THE CONTRACTOR SHALL PERFORM ALL REQUIRED SERVICES WHICH MAY NOT BE SPECIFIED HEREIN BUT NEVERTHELESS REQUIRED FOR THE COMPLETION OF WORK WITHIN QUOTED RATES.
05. ALL NECESSARY CERTIFICATES AND LICENSES REQUIRED TO CARRY OUT THIS WORK ARE TO BE ARRANGED BY THE CONTRACTOR EXPEDITIOUSLY.
06. ALL CRANES, TRANSPORT EQUIPMENTS, HANDLING EQUIPMENT, TOOLS, TACKLES, FIXTURES, EQUIPMENT, MANPOWER, SUPERVISORS/ENGINEERS, CONSUMABLES ETC REQUIRED FOR THIS SCOPE OF WORK SHALL BE PROVIDED BY THE CONTRACTOR.
07. ALL EXPENDITURE INCLUDING TAXES AND INCIDENTALS IN THIS CONNECTION WILL HAVE TO BE BORNE BY THE CONTRACTOR UNLESS OTHERWISE SPECIFIED IN THE RELEVANT CLAUSES ELSEWHERE IN THESE SPECIFICATIONS. THE CONTRACTOR'S QUOTED RATES SHALL INCLUDE ALL SUCH CONTINGENCIES. IN THIS CONNECTION REFER RELEVANT CLAUSE OF GENERAL CONDITIONS OF CONTRACT.
08. THE CONTRACTOR SHALL PERFORM ALL REQUIRED SERVICES WHICH MAY NOT BE SPECIFIED HEREIN BUT NEVERTHELESS REQUIRED FOR THE COMPLETION OF WORK WITHIN QUOTED RATES.

SPECIAL CONDITIONS OF CONTRACT (TCC) CHAPTER X –GENERAL

09. THE DISTANCES INDICATED IN THESE SPECIFICATIONS ARE ONLY APPROXIMATE. HOWEVER, THE TENDERERS SHOULD ASSESS THE VARIOUS DISTANCES AND SITE CONDITIONS BY VISITING SITE BEFORE SUBMITTING THEIR OFFER. NO ADDITIONAL/EXTRA CLAIMS FOR ANY VARIATION IN THIS REGARD WILL BE ENTERTAINED.