

TENDER SPECIFICATION

NO: BHE/PW/PUR/UKT-WT/1479

**BALANCE CIVIL WORK OF OVERHEAD WATER TANK
AT
GUJARAT STATE ELECTRICITY CORPORATION LIMITED
(1X500MW UKAI, TPS)
(GUJARAT)**

VOLUME – IA-TECHNICAL BID SPECIFICATION

CONSISTING OF:

- **Volume-IA : Technical Conditions of Contract-,**
- **Volume-IB : Special conditions of Contract,**
- **Volume-IC : General conditions of Contract**
- **Volume-ID : Forms & Procedures**



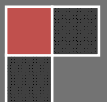
Bharat Heavy Electricals Limited
(A Government of India Undertaking)
Power Sector - Western Region
345-Kingsway, Nagpur-440001

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1479

NOTICE INVITING TENDER

Bharat Heavy Electricals Limited



Registered Office : BHEL House, Siri Fort, New Delhi – 110 049, India
Website : www.bhel.com

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/UKT-WT/1479	
ii	Broad Scope of job	BALANCE CIVIL WORK OF OVERHEAD WATER TANK AT GUJARAT STATE ELECTRICITY CORPORATION LIMITED (1X500MW UKAI, TPS) (GUJARAT)	
iii	DETAILS OF TENDER DOCUMENT		
a	Volume-IA	<i>Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc</i>	<i>Applicable</i>
b	Volume-IB	<i>Special Conditions of Contract (SCC)</i>	<i>Applicable</i>
c	Volume-IC	<i>General Conditions of Contract (GCC)</i>	<i>Applicable</i>
d	Volume-ID	<i>Forms and Procedures</i>	
e	Volume-II	<i>Price Schedule (Absolute value).</i>	<i>Applicable</i>
iv	Issue of Tender Documents	<p>1. <u>Sale from BHEL PS Regional office at :</u> Start : 11/06/2015 , Closes: 20/06/2015 , Time : 16.00 Hrs</p> <p>2. From BHEL website (www.bhel.com) Tender documents will be available for downloading from website till due date of submission</p>	<i>Applicable</i>
v	DUE DATE & TIME OF OFFER SUBMISSION	<p>Date : 22/06/2015, Time 15.00 Hrs Place : <u>BHEL PS Regional office at :Nagpur</u></p> <p>Tenders being submitted through representative shall be submitted at dispatch section of PSWR HQ Office after making entry/registration at the reception. For any</p>	<i>Applicable</i>

		assistance on the matter kindly contact following officials: <ul style="list-style-type: none"> • Shubhangi Tembhrne/Engineer(purchase) • Neeraj Tiwari/ Sr. Engineer (Purchase) • Shivkesh Meena / Engineer (Purchase) 	
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 60,000/- (Rupees Sixty 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	<u>Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com -->Tender Notifications →View Corrigendums) and not in the newspapers.</u> Bidders to keep themselves updated with all such information	

- 2.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly signed & stamped on each page, as part of offer. Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form in the techno-commercial offer other than the Price Bid, shall not be entertained.
- 3.0 Unless specifically stated otherwise, bidder shall remit cost of tender and courier charges if applicable, in the form of Demand Draft drawn in favour of Bharat Heavy Electricals Ltd, payable at Power Sector Regional HQ at Nagpur issuing the Tender, along with techno-commercial offer. Bidder may also choose to deposit the Tender document cost by cash at the Cash Office as stated above against sl no iv of 1, on any working day; and in such case copy of Cash receipt is to be enclosed with the Techno Commercial offer. Sale of tender Documents shall not take place on National Holidays, holidays declared by Central or State Governments and BHEL PS HQ at Nagpur, Sundays and second/ last Saturdays
- 4.0 Unless specifically stated otherwise, bidder shall deposit EMD through Demand Draft/Pay Order in favour of Bharat Heavy Electricals Ltd, payable at Nagpur. For other details and for 'One Time EMD' please refer General Conditions of Contract.
- 5.0 **Procedure for Submission of Tenders:** The Tenderers must submit their Tenders to Officer inviting Tender, as detailed below:

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

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

Sl no	Description	Remarks
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="margin-left: 40px;">i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL</p> <p style="margin-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>	
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)</p>	

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

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

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

- 7.0 Deviation with respect to tender clauses and additional clauses/suggestions in Techno-commercial bid / Price bid shall NOT be considered by BHEL. Bidders are requested to positively comply with the same.
- 8.0 BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).

- 9.0 VOID
- 10.0 Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.
- 11.0 For any clarification on the tender document, the bidder may seek the same in writing or through e-mail, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
- 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.

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- 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
- 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.

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- 23.15 In case of a Technical Tie up, all the clauses applicable for the Consortium partner shall be applicable for the Technical Tie up partner also
- 24.0 The bidder shall submit documents in support of possession of 'Qualifying Requirements' duly self certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.
- 25.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 26.0 Order of Precedence:
In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:
- a. Amendments/Clarifications/Corrigenda/Errata etc issued in respect of the tender documents by BHEL
 - b. Notice Inviting Tender (NIT)
 - c. Price Bid
 - d. Technical Conditions of Contract (TCC)—Volume-1A
 - e. Special Conditions of Contract (SCC) —Volume-1B
 - f. General Conditions of Contract (GCC) —Volume-1C
 - g. Forms and Procedures —Volume-1D

It may please be noted that guidelines/rules in respect of suspension of business dealings', 'Vendor evaluation format', 'Quality, Safety & HSE guidelines', etc may undergo change from time to time and the latest one shall be followed

for BHARAT HEAVY ELECTRICALS LTD

AGM /Pur

Enclosure

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

ANNEXURE - 1

PRE QUALIFYING CRITERIA

JOB	BALANCE CIVIL WORK OF OVERHEAD WATER TANK AT GUJARAT STATE ELECTRICITY CORPORATION LIMITED (1X500MW UKAI, TPS) (GUJARAT)
Tender NO	BHE/PW/PUR/UKT-WT/1479

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><u>Technical</u></p> <p>Bidders must have achieved any of the Qualifying requirements (i.e. B.1 OR B.2) as under :</p> <p><u>B.1:</u> Bidder should have executed "RCC overhead storage tank" of minimum storage capacity of two lakhs liter in last seven years as on latest date of bid submission.</p> <p style="text-align: center;">OR</p> <p><u>B.2:</u> Bidder should have executed 'RCC overhead storage tank' in last seven years as on latest date of bid submission as below:</p> <p><u>B.2.1)</u> Executed one similar work of value not less than Rs. 20.8 Lakhs against single work order.</p> <p style="text-align: center;">OR</p> <p><u>B.2.2)</u> Executed two similar works each of value not less than Rs. 13 Lakhs against maximum two work orders.</p> <p style="text-align: center;">OR</p> <p><u>B.2.3)</u> Executed Three similar works each of value not less than Rs. 10.4 Lakhs against maximum three work orders.</p>	APPLICABLE	

C-1	<p><u>Financial TURNOVER</u> Bidders must have achieved an average annual financial turnover (audited) of Rs 7.80 Lakhs or more over last three Financial Years (FY) i.e. 2012-2013, 2013-14, 2014-15 OR 2011-2012, 2012-2013, 2013-14 if Annual Accounts for FY 2014-15 are not audited. Bidder should furnish audited accounts details to establish above. If auditing is not mandatory as per IT Rule SEC-44AB, Bidder should submit Balance sheet & Profit & Loss account certified by Chartered accountant along with IT return form.</p>	APPLICABLE	
C-2	<p><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.</p>	APPLICABLE	
C-3	<p><u>PROFIT</u> Bidder must have earned cash profit in any one of the three Financial Years as applicable in the last three Financial Years defined in 'C-1' above based on latest Audited Accounts.</p>	APPLICABLE	
D	Assessment of Capacity of Bidder to execute the work as per sl no 9 of NIT (if applicable)	Not APPLICABLE	By BHEL
E	<p>Approval of Customer (if applicable)</p> <p>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.</p>	Not APPLICABLE	BY BHEL
F	<p>Price Bid Opening</p> <p>Note: Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria A to E</p>		BY BHEL
F	Technical Tie up criteria (if applicable)	Not applicable	
<p><u>Explanatory Notes for the PQR (unless otherwise specified in the PQR):</u></p> <ol style="list-style-type: none"> 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 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. 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) 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 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 			

	<p>6. '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</p> <p>7. Unless otherwise specified, for the purpose of 'Technical' criteria of PQR (as in 'B' above), the word 'EXECUTED' means:</p> <p style="padding-left: 40px;">1. Term 'Commissioning' indicated in PQR refers to 'assistance to commissioning' / 'commissioning'</p> <p style="padding-left: 40px;">2. "CHARGING" in respect of power Transformers, Bus ducts, HT/LT switchgears, Cables, HV (High Voltage) Power transmission / distribution, LT Substation</p> <p>8. In case the experience/PO/WO certificate enclosed by bidders do not have separate break up prices for the E&C portion of Electrical and CI Works, (i.e. the certificates enclosed are for composite order for supply and erection of Electrical & CI and other works if any), then value of Erection and Commissioning for the Electrical & CI portion shall be considered as 15% of the supply & erection of Electrical & CI, unless otherwise specifically indicated in the PQR.</p> <p>9. The value of work (Experience submitted against PQR B) shall be updated as per the PVC indices for "All India Avg. Consumer Price Index for Industrial Workers" with base month as date of execution (completion of contract/work) and indexed upto two months prior to bid opening month.</p>
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BIDDER SHALL SUBMIT ABOVE PRE-QUALIFICATION CRITERIA FORMAT, DULY FILLED-IN, SPECIFYING RESPECTIVE ANNEXURE NUMBER AGAINST EACH CRITERIA AND FURNISH RELEVANT DOCUMENT IN THE RESPECTIVE ANNEXURES IN THEIR OFFER.

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/ No t Applicable	YES/NO
8	Copy of PAN Card	Applicable/ No t Applicable	YES/NO
9	Whether all pages of the Tender documents including annexures, appendices etc are read understood and signed	Applicable/ No t Applicable	YES/NO
10	Integrity Pact	Applicable/ No t Applicable	YES/NO
11	Declaration by Authorised Signatory	Applicable/ No t Applicable	YES/NO
12	No Deviation Certificate	Applicable/ No t Applicable	YES/NO
13	Declaration confirming knowledge about Site Conditions	Applicable/ No t 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 :

AUTHORISED SIGNATORY
(With Name, Designation and Company seal)

Annexure-3

IMPORTANT INFORMATION

Annexure-4

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: ska@bhelpswwr.co.in. Ph: +91 – 712 – 3048633

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

Engineer Purchase, Email id: shubh@bhelpswwr.co.in , Ph: +91 – 712 – 3048637

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. **Please take note of following Revised Tender Clauses:**
 - i. General conditions of Contract: Clause No 1.15.13 (New), Clause No 2.8.3, 2.8.4 and 2.8.5
5. 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.

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.

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TECHNICAL CONDITIONS OF CONTRACT (TCC)

BHARAT HEAVY ELECTRICALS LIMITED



TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter - I: Project Information

SINo	DESCRIPTION	Chapter	No. OF PAGES
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TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - I: Project Information

1.0	Project Information
1.1	<p><u>INTRODUCTION</u></p> <p style="text-align: center;"><u>INTRODUCTION</u></p> <p>Gujarat State Electricity Corporation Limited (GSECL) has installed 1x500MW Coal Based Power Plant (Thermal Power station) as an Extension Unit#6 within the premises of their existing THERMAL POWER PLANT COMPLEX at Ukai (Gujarat) The entire work of this project had awarded to BHEL on total turn-key basis (EPC Contract) comprising of Design, Engineering, Manufacturing, Supply, transportation, Unloading, Storage, erection, testing, Commissioning with all Auxiliaries and ancillaries including civil & structural works and handing over the plant..</p> <p>The plant is located at a distance of about 20 KM from SONGARH village of Gujarat state on the main railway line (Howrah – Ahmadabad) route. Contractor is advised to visit the site and appraise himself about the conditions of the site and infrastructure available in the area for fulfilling their commitment under the contract.</p>

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

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II : Scope of Work

2.0 SCOPE OF WORK

BALANCE WORK OF OVERHEAD WATER TANK

Note: - RCC CYLINDRICAL SHELL OF OVERHEAD WATER TANK HAVE BEEN COMPLETED (UPTO EL. 27.0 m), MAJOR BALANCE WORK IS CONSTRUCTION OF RCC DOME FROM (EL. 27.00 M TO 36.07 M)

2.0.1

- 1) Construction of dome from El. (+) 27.00 to El. (+) 36.07 m (Includes bottom dome, roof dome, circular vertical wall, ring beams, etc.)
- 2) Sand filling inside cylindrical RCC shell from raft top to EL. 0.00
- 3) Grade Slab
- 4) Fixing of Steel door & ventilator
- 5) Construction of chajja & Intermediate platform
- 6) MS Inserts
- 7) MS Ladder
- 8) Cage Ladder
- 9) Hand railing

The scope of works covers all balance (either in complete or partial stage) civil, structural, architectural, finishing, and development works for the above areas. **Reinforcement steel & structural steel (Inserts) shall be provided by BHEL Free of cost as per requirement)**

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 and Structural steel from BHEL stores including loading, transportation and unloading, stacking, preservation etc. at site.**

2.0.3 Field Quality Assurance:

1. 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. **After work completion, Water fill test (for water tightness) to be performed of Overhead water tank.**

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

2.0.4.1 MATERIAL

- 1) Steel like (reinforcement bars and 40mm dia. MS round earthling rod/ GI flats) as specified in relevant BOQ shall be issued at free of cost by BHEL for use in the work covered in this contract from BHEL stores/store yard. The contractor shall collect these materials from BHEL stores/store

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II : Scope of Work

yard at specified places at his own cost and store the same at the work site or in his stores as per standard norms. Materials issued will be used only for construction of permanent works.

- 2) BHEL reserves the right to recover from the contractor any loss arising out of damage/ theft or any other causes or during verification/stacking or at any time under the custody of the contractor.
- 3) The contractor shall in no case be entitled for any compensation on account of any delay in supply or non-supply thereof for all or any such materials. However in case of non-availability of any specific section(s) which delays the completion of work, such cases shall be recorded separately during the joint review meeting at site and the shall be considered for time extension of contract.
- 4) No material shall be issued to the contractor except as those indicated and mentioned above i.e reinforcement and MS round earthing rod/GI flats as specified in relevant BOQ. Contractor will have to make his own arrangement at his own cost for procurement of any other materials except as mentioned above, as required for the works and of such quality as acceptable to BHEL.
- 5) 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 done **at least once in two months (02) or before submission of final bill which comes earlier.**
- 6) Contractor shall also carryout in complete association with BHEL, the material management functions and execution like day-to-day update of materials, issued to contractor, accounting for surplus/scrap material returned etc. These functions shall also be carried out through computerized system utilizing suitable software. Contractor shall engage experienced software personnel to associate on dedicated basis for efficient discharge of the same in time.
- 7) The contractor shall solely be responsible for the safety & security of material after it is handed over and issued to contractor by the BHEL.
- 8) BHEL issued materials, shall not be under any circumstances whatsoever, and shall be taken out of the project site unless otherwise permitted by BHEL for outside job.

2.0.5 FOLLOW UP & HANDLING OF MATERIALS ISSUED BY BHEL:

- 1) BHEL will place Purchase Order (P.O) on the manufactures for procurement of reinforcement bars and Earthing rods etc as specified in BOQ and successful bidders will provide all necessary supports for follow up/chase up with manufactures/supplies/vendors for speedy delivery of materials at site including posting a concerned person(s) for short duration at manufactures factory within their quoted rates.
- 2) Steel like (reinforcement and MS round earthing rod/ GI flats) as specified in relevant BOQ shall be issued at free of cost by BHEL for use in the work covered in this contract from BHEL

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II : Scope of Work

stores/storage yard. As per the approved drawings contractor shall furnish their section wise requirement well in advance.

- 3) Materials shall be issued by BHEL based on the weight 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 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.
- 4) It would be the responsibility of the contractor to keep in constant contact with BHEL site to find out the delivery status, arrival of the consignments and arrange for escort to accompany the truck/trailer for transportation of above materials by BHEL’s supplier, if necessary.
- 5) All materials issued by BHEL shall be stacked, stored above ground level **by use of concrete or wooden sleepers. No materials shall remain on ground at any time.** All concrete or wooden sleepers required for stacking the materials shall be arranged by contractor (successful bidder of this package) at his own cost within the quoted rates. All other equipments like 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.
- 6) 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. 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. The bidder shall make complete arrangement of necessary security personnel’s to safeguard all such materials in his custody. 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. 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.**

2.0.6 ISSUE OF BHEL MATERIALS

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

(A)	Reinforcement Steel	Weight basis (unit – MT)/ linear and earthing rod (MS round). Measurement (section wt. As per relevant IS code)
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All the steel (reinforcement, earthings rod,) issued by the BHEL shall be properly accounted for. The total

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II : Scope of Work

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: 808-1964	Beams, Channels And Angles
2	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.

The contractor shall submit to the engineer, a statement indicating estimated quantity of steel required during a quarter at least two months in advance of the quarter. In addition, the contractor shall also furnish the **estimated requirement of steel during a month by the third week of the previous month indicating his requirement.** Following shall be limit for the maximum quantity of BHEL issue materials that would be with the contractor at any point of time when work is in progress (excluding what has already been incorporated in the works).

Sl. No.	Issue of materials	Max. Qty in contractor's store.
1	Reinforcement steel & Earthing rod 40mm. MS Round.	Requirement of one month

Bidder to note that all fasteners like MS/HT/HSFG bolts/Nuts, Lock Nuts, Washers etc shall be supplied by the bidder as per relevant items of BOQ.

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

2.0.7 RETURN OF MATERIALS:

Return of steel:-

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

Surplus, unused and un-tampered steel shall be sorted 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

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and incidental charge.

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

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

2.0.8 STEEL CONSUMPTION AND WASTAGE:-

Structural steel, reinforcement and earthing rod 40 mm MS round steel, GI flats consumption and wastage.

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

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

2.0.9 Reinforcement Steel, MS Earthing Rod/GI Flat, GI Gratings, Foundation Bolts and MS Rails Wastage:

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

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

2.0.10 Structural Steel (Rolled Sections and Plates etc) Consumption:

The theoretical consumption of various sections shall be based on approved drawings. Weights shall be calculated considering the sectional weights as per Indian standard. No extra shall payable to the contractor for any deviation in weights for the two different procedures adopted for issue and calculation of the theoretical consumption including rolling tolerances.

- a.** Actual consumption = Issue – Surplus.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

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b. Surplus = un-tempered, unused, uncut quantity of steel **including serviceable material** returned by the contractor to BHEL store.

c. Wastage = Actual consumption – Theoretical consumption.

2.0.11 Structural Steel Wastage:

Allowable wastage: +4% (FOUR percent) of the theoretical consumption shall be considered. Wastage shall be considered as cut pieces and scrap material, measured as per actual weight basis. Invisible wastage, if any, shall be considered to be included in the specified 4 % allowable wastage.

Sl no	Structural steel including SS plate	Basis of issue & penal recovery
S-1	Theoretical consumption (without considering any wastage, scrap or loss) as per specification & drg.	Free
S-2	Wastage limited to plus four percent (+4%) of the aforesaid theoretical consumption (S-1) towards allowable wastage.	Free
S-3	Wastage beyond four percent (4%) of the aforesaid theoretical consumption (S-1).	Penal rate

2.0.12 Reconciliation of Materials:

The contractor shall submit a reconciliation statement of cement and steel issued to the contractor with each RA Bill.

At the time of submission of bills, the contractor shall properly account for the material issued to him as specified herein to the satisfaction of BHEL certifying that the balance material are available in the contractor custody at site.

At the time of submission of bills, 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.

The reference drawings for actual material consumption to be used for the purpose of reconciliation shall be drawings prepared by the BHEL and drawings approved by BHEL for fabrication works and such other drawings approved by BHEL. This shall also include the bar bending schedule prepared by the contractor and approved by BHEL.

2.0.13 Recovery of Materials (Penal Rates):

If wastage exceeds the specified limit, the recovery of excess wastage shall be made from monthly RA Bills as per following penal rates:

Sr No	Item	Penal rate (Rs)
P-1	Reinforcement steel, earthing rod/GI Flat etc.	55,000 per MT

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II : Scope of Work

P-2	Chequered Plates, MS plates	60,000 per MT
P-3	MS Flats, beams, channel, angles etc. (Rolled Sections)	60,000 per MT
P-4	Foundation Bolts/GI Gratings	90,000 per MT

2.0.14 PROCUREMENT OF MATERIALS BY SUCCESSFUL CONTRACTORS AND TESTING:

Material required for the entire job (other than issued by BHEL as explained above) like cement, sand, aggregates, windows, doors, ventilators, rolling shutter, sanitary fixtures, painting & finishing material, , electrical fittings and wiring material and all other material required for the completion of entire scope, bolts & nuts, HSFG/HT bolts have to be arranged by the contractor, except those specifically indicated as BHEL scope of supply. BHEL reserves the right to reject any material not found satisfactory.

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

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

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

SHRI S.K. PARIDA (CONSTRUCTION MANAGER)
BHEL SITE OFFICE – 1X500MW UKAI

E-MAIL ID: skparida@bhelpswr.co.in

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	
3.1	PART I ESTABLISHMENT			
3.1.1	FOR CONSTRUCTION PURPOSE:			
a	Open space for office (as per availability)	Yes		Location will be finalized after joint survey with owner
b	Open space for storage (as per availability)	Yes		Location will be finalized after joint survey with owner
c	Construction of bidder's office, canteen and storage building including supply of materials and other services		Yes	
d	Bidder's all office equipments, office / store / canteen consumables		Yes	
e	Canteen facilities for the bidder's staff, supervisors and engineers etc		Yes	
f	Fire fighting equipments like buckets, extinguishers etc		Yes	
g	Fencing of storage area, office, canteen etc of the bidder		Yes	
3.1.2	FOR LIVING PURPOSES OF THE BIDDER			
a	Open space for labour colony (as per availability)		Yes	Contractor has to make his own arrangements for space, shelter and transportation of labors as per their requirement.
b	Labour Colony with internal roads, sanitation, complying with statutory requirements		Yes	
3.2.0	ELECTRICITY			
3.2.1	Electricity for construction purposes3 Phase 415/440 V (To be specified whether chargeable or free)			
a	Single point source	Yes		Free. At a distance of 500m from site (distance is only estimated, It may vary up to any extent depending on site condition).

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

Sl.No.	Description PART I	Scope / to be taken care by		Remarks
		BHEL	Bidder	
b	Further distribution including all materials, Energy Meter, Protection devices and its service		Yes	
c	Duties and deposits including statutory clearances if applicable		Yes	
3.2.2	Electricity for the office, stores, canteen etc of the bidder(to be specified whether chargeable or free)			Free. At a distance of 500m from site (distance is only estimated, It may vary up to any extent depending on site condition).
a	Single point source	Yes		
b	Further distribution including all materials, Energy Meter, Protection devices and its service		Yes	
c	Duties and deposits including statutory clearances if applicable		Yes	
3.2.3	Electricity for living accommodation of the bidder's staff, engineers, supervisors etc		Yes	Contractor has to make his own arrangement.
a	Single point source		Yes	
b	Further distribution including all materials, Energy Meter, Protection devices and its service		Yes	
c	Duties and deposits including statutory clearances if applicable		Yes	
3.3.0	WATER SUPPLY			
3.3.1	For construction purposes:(to be specified whether chargeable or free)			
a	Making the water available at single point	Yes		Free, At a distance of 500M from site.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	<u>Water supply for bidder's office, stores, canteen etc</u>			

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

Sl.No.	Description PART I	Scope / to be taken care by		Remarks
		BHEL	Bidder	
a	Making the water available at single point	Yes		Free, At a distance of 500M from site. 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	<u>Water supply for Living Purpose</u>			Contractor has to make his own arrangement.
a	Making the water available at single point		Yes	
b	Further distribution as per the requirement of work including supply of materials and execution		Yes	
3.4.0	LIGHTING			
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	

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

Sl.No.	Description PART I	Scope / to be taken care by		Remarks
		BHEL	Bidder	
b	For bidder's equipments and consumables (T&P, Consumables etc)		Yes	

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

SN	DESCRIPTION																																													
1	(a) T &Ps FOR STRUCTURAL WORKS																																													
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">SL</th> <th style="width: 75%;">Major T&P items</th> <th style="width: 20%;">Qty</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.</td> <td>Mini Batching Plant</td> <td style="text-align: center;">01 No.</td> </tr> <tr> <td style="text-align: center;">2.</td> <td>Transit Mixer</td> <td style="text-align: center;">02 No.</td> </tr> <tr> <td style="text-align: center;">3.</td> <td>Concrete Pump with Pipelines</td> <td style="text-align: center;">01 nos</td> </tr> <tr> <td style="text-align: center;">4.</td> <td>Hydra (8 / 10 T Cap.)</td> <td style="text-align: center;">01Nos.</td> </tr> <tr> <td style="text-align: center;">5.</td> <td>Reinforcement cutting machine</td> <td style="text-align: center;">02 Nos</td> </tr> <tr> <td style="text-align: center;">6.</td> <td>Reinforcement bending machine</td> <td style="text-align: center;">02 Nos.</td> </tr> <tr> <td style="text-align: center;">7.</td> <td>Chain pulley of different capacity</td> <td style="text-align: center;">3Nos.</td> </tr> <tr> <td style="text-align: center;">8.</td> <td>Winch 1t CAP.</td> <td style="text-align: center;">1Nos.</td> </tr> <tr> <td style="text-align: center;">9.</td> <td>Water Tanker</td> <td style="text-align: center;">01 No.</td> </tr> <tr> <td style="text-align: center;">10.</td> <td>Curing Pump (2.5 HP)</td> <td style="text-align: center;">02 Nos</td> </tr> <tr> <td style="text-align: center;">11.</td> <td>15t/20t tractor & trailor</td> <td style="text-align: center;">01Nos.</td> </tr> <tr> <td style="text-align: center;">12.</td> <td>Scaffolding/Staging pipes/Clamps/Sufficient Shuttering material</td> <td style="text-align: center;">As per Site requirement</td> </tr> <tr> <td style="text-align: center;">13.</td> <td>Compression testing machine</td> <td style="text-align: center;">01 No.</td> </tr> <tr> <td style="text-align: center;">14.</td> <td>Concrete Cube Moulds</td> <td style="text-align: center;">30 Nos</td> </tr> </tbody> </table>	SL	Major T&P items	Qty	1.	Mini Batching Plant	01 No.	2.	Transit Mixer	02 No.	3.	Concrete Pump with Pipelines	01 nos	4.	Hydra (8 / 10 T Cap.)	01Nos.	5.	Reinforcement cutting machine	02 Nos	6.	Reinforcement bending machine	02 Nos.	7.	Chain pulley of different capacity	3Nos.	8.	Winch 1t CAP.	1Nos.	9.	Water Tanker	01 No.	10.	Curing Pump (2.5 HP)	02 Nos	11.	15t/20t tractor & trailor	01Nos.	12.	Scaffolding/Staging pipes/Clamps/Sufficient Shuttering material	As per Site requirement	13.	Compression testing machine	01 No.	14.	Concrete Cube Moulds	30 Nos
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	<p>Bidder must submit T&P deployment plan inclusive of above T&Ps as per format Annex – VII</p>																																													

B: MEASURING AND MONITORING DEVICES (MMD):

AS PER REQUIREMENT TO BE FINALIZED AT SITE.

NOTE:

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

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

BHEL WILL NOT PROVIDE 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 **ONE week** from the date of fax Letter of Intent or as per directions of Construction Manager/ Project Manager of BHEL.

All bidders are requested to note that works fronts are available in all the areas specified in detailed scope of work in parallel and hence successful bidder must mobilize their resources for working in all parallel fronts so as complete the entire work within the stipulated contract period.

The contractor has to subsequently augment his resources in such a manner that the entire works are completed within the contract period of **04 (FOUR) months** in a manner required by BHEL to match with the project completion and handing schedule.

THE OVERALL CONTRACT PERIOD SHALL of 04 (FOUR) 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 Construction Manager at site to undertake works concurrently in all possible parallel work fronts as already available.

Contractor shall note that individual milestones as above shall be achieved as per schedule furnished above.

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 - incharge.

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.

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 Cl no 10.0 of Chapter –X of SCC and as per CL NO: 2.6 of GCC

7.0.8 Extra/Additional Items Of Work:-

As Per GCC.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VIII: Taxes and Other Duties

8.0 TAXES, DUTIES, LEVIES (Consolidated Rev 04 dated 14/05/2015)

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 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

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.

8.4 BOCW Cess

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VIII: Taxes and Other Duties

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

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Part II: Technical Specifications
Appendix I

Drawings are attached