

TENDER SPECIFICATION

NO: BHE/PW/PUR/PWHQ-R&M FLATS/1456

**RENOVATION OF BHEL STAFF QUARTERS
AT NAGPUR,
MAHARASTRA, INDIA.**

TECHNICAL BID - VOLUME- I -A

TENDER SPECIFICATIONS CONSISTS OF:

- **Notice Inviting Tender,**
- **Technical Conditions of Contract,**
- **Special conditions of Contract,**
- **General conditions of Contract**
- **Forms & Procedures**

VOLUME I



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

Volume No	Description	Hosted in website bhel.com as files titled
NIL	Tender Specification Issue Details	(Part of <u>Vol-IA-1456</u>)
NIL	Notice Inviting Tender	(Part of <u>Vol-IA-1456</u>)
I-A	Technical Conditions of Contract	<u>Vol-IA-1456</u>
I-B	Special Conditions of Contract	<u>Vol-IBCD-1456</u>
I-C	General Conditions of Contract	(Part of <u>Vol-IBCD- 1456</u>)
I-D	Forms & Procedures	(Part of <u>Vol-IBCD-1456</u>)
II	Price Bid Specification	<u>Vol-II-1456</u>

LEGEND:

This document (i.e. NIT & Vol-I A) is hosted in BHEL web page (www.bhel.com) as a (Vol- I) of Technical Bid

§: **“Vol I -BCD” of Part-I (Vol- I)** Hosted in BHEL web page (www.bhel.com) separately as a part of Technical Bid.

@: **Price bid is** issued as a separate hard copy booklet ‘Tender Specifications – Volume-II (Price Bid-)’. Hosted in BHEL web page (www.bhel.com) separately as titled **“PRICE BID-SPECIFICATION”**

Tender Specification Issue Details

Tender Specification NO: BHE/PW/PUR/PWHQ-R&M FLATS/1456

**SUB: RENOVATION OF BHEL STAFF QUARTERS AT NAGPUR,
MAHARASTRA, INDIA.**

EARNEST MONEY DEPOSIT: Refer Notice Inviting Tender

LAST DATE FOR Refer Notice Inviting Tender
TENDER SUBMISSION .

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

M/s.

.....

PLEASE NOTE:
THESE TENDER SPECS DOCUMENTS ARE NOT TRANSFERABLE.

For Bharat Heavy Electricals Limited

Sr.Executive (H.R)
Place: Nagpur
Date:

1456

NOTICE INVITING TENDER

Bharat Heavy Electricals
Limited



Ref: BHE/PW/PUR/PWHQ-R&M FLATS/1456

Dt: 18/05/2015

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/PWHQ-R&M FLATS/1456	
ii	Broad Scope of job	RENOVATION OF BHEL STAFF QUARTERS AT NAGPUR, MAHARASTRA, INDIA.	
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	1. Sale from BHEL PS Regional office at : Start : 18/05/2015 , Closes: 27/05/2015 , Time : 16.00 Hrs 2. From BHEL website (www.bhel.com) Tender documents will be available for downloading from	<i>Applicable</i>

BHEL PSWR
 Notice Inviting Tender
 Tender Specification No: BHE/PW/PUR/PWHQ-R&M FLATS/1456
 Page 6 of 44

		website till due date of submission	
v	DUE DATE & TIME OF OFFER SUBMISSION	<p>Date : 28/05/2015, 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 assistance on the matter kindly contact following officials: Pratish Gee Varghese/Sr Engineer(Purchase Shivkesh Meena / Engineer (Purchase)</p>	Applicable
vi	OPENING OF TENDER	<p>1 hours after the latest due date and time of Offer submission</p> <p>Notes: (1) In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day. (2) Bidder may depute representative to witness the opening of tender</p>	Applicable
vii	EMD AMOUNT	Rs 10,000/- (Rupees Ten Thousand Only)	Applicable
viii	COST OF TENDER	NIL	Not 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		Not Applicable

INDEPENDENT EXTERNAL MONITOR (IEM)		
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.**
- 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: 20px;">i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL</p> <p style="padding-left: 20px;">ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender</p>	
iii.	<p>Supporting documents/ annexure/ schedules/ drawing etc as required in line with Pre-Qualification criteria.</p> <p>It shall be specifically noted that all documents as per above shall be indexed properly and credential certificates issued by clients shall distinctly bear the name of organization,</p>	

BHEL PSWR
 Notice Inviting Tender
 Tender Specification No: BHE/PW/PUR/PWHQ-R&M FLATS/1456
 Page 9 of 44

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

	PART-II	
	PRICE BID consisting of the following shall be enclosed	
	<u>ENVELOPE-III</u> 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"> ○ 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: Not Applicable

- 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
- 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

for BHARAT HEAVY
ELECTRICALS LTD

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	RENOVATION OF BHEL STAFF QUARTERS AT NAGPUR, MAHARASTRA, INDIA.
TENDER NO	BHE/PW/PUR/PWHQ-R&M FLATS/1456

SL N O	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Name and Description of qualifying criteria	Page no of supporting document. Bidder must fill up this column as per applicability
A	Submission of Integrity Pact duly signed (if applicable) (Note: To be submitted by Prime Bidder & Consortium/Technical Tie up partner jointly in case Consortium bidding is permitted, otherwise by the sole bidder)	Not APPLICABLE	
B	<u>Technical</u> Bidder must have successfully executed Civil works such as buildings or other infrastructural works in the last seven (7) years as on latest date of bid submission as below: i. One similar work of value not less than Rs 2.75 Lakhs. OR ii. Two similar works each of value not less than Rs 1.72 Lakhs.	APPLICABLE	

	OR		
	<p>iii. Three similar works each of value not less than 1.37 Lakhs.</p> <p>Note: Necessary document proof viz. Work order & Competition certificate to be furnished by bidder to establish above.</p>		
C-1	<p><u>Financial TURNOVER</u> Bidders must have achieved an average annual financial turnover (Audited) of Rs 1.03 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	<p>Assessment of Capacity of Bidder to execute the work as per sl no 9 of NIT (if applicable)</p>	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. 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)
4. 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
5. 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
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
7. 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.

BIDDER SHALL SUBMIT ABOVE PRE-QUALIFICATION CRITERIA FORMAT, DULY FILLED-IN, SPECIFYING RESPECTIVE ANNEXURE NUMBER AGAINST EACH CRITERIA AND FURNISH RELEVANT DOCUMENT IN THE RESPECTIVE ANNEXURES IN THEIR OFFER.

BHEL PSWR
Notice Inviting Tender
Tender Specification No: BHE/PW/PUR/PWHQ-R&M FLATS/1456
Page 21 of 44

		Applicable	
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
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 :

AUTHORISED SIGNATORY

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

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

Engineer Purchase, Email id: svm@bhelswr.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. Please take note of following Revised Tender Clauses:**
 - i. Notice Inviting Tender: Sl No 9
 - ii. General conditions of Contract: Clause No 1.15.13 (New), Clause No 2.8.3, 2.8.4 and 2.8.5

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

1456

TECHNICAL CONDITIONS OF CONTRACT (TCC)

BHARAT HEAVY ELECTRICALS LIMITED



TECHNICAL CONDITIONS OF CONTRACT (TCC) CONTENTS

SI 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

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - I: Project Information

1.0	Project Information
1.1	<p style="text-align: center;"><u>GENERAL PROJECT INFORMATION</u></p> <p>1. Owner / Purchaser : BHARAT HEAVY ELECTRICALS LIMITED (BHEL)</p> <p>2. Location :</p> <p>A. 16 Flats at Pratibimb Housing Society – Trimurti Nagar (Near – NIT garden), Nagpur, Maharashtra, India.</p> <p>B. 06 Flats located at Jivan Vihar Colony, Raghuji Nagar.</p> <p>C. 03 Flats Located at Vandana Apartment, Ravi Nagar.</p> <p>D. 06 Flats Located at Shree Krishna Apartment, Near Macosabagh Bridge.</p> <p>E. 04 Flats at Asha laxmi Apartment, Ravi Nagar.</p>

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - II: Scope of works and Technical Specifications

2.0 SCOPE OF WORK

2.1 **NAME OF WORK: Renovation of BHEL Staff Quarters at various places located in Nagpur, Maharashtra, India as under:**

- (i) Replacement of some tile flooring in toilet blocks.
- (ii) Replacement of plumbing line and sanitary ware fittings.
- (iii) Replacement of some of internal doors as per actual condition.
- (iv) Internal painting.
- (v) Internal Electrification works (Replacement of old electrification & fitting).
- (vi) Waterproofing work
- (vii) Anti termite treatment
- (viii) Electrical work
- (ix) Miscellaneous repair work.

For more details of Renovation of BHEL Staff Quarters, refer Vol-II-Price Bid Specifications.

2.2 THE WORK INVOLVES

(A) Dismantling of existing BHEL staff Quarters like Brick work, WC, Doors, windows, Ventilators, Tiles (both floor and wall) on the kitchen Sink Area, Toilet area and wash basin area, Existing plumbing line including all fitting and fixtures etc and shifting and dumping all the Dismantled material at the specified place as shown by BHEL in well planned manner and cleaning and making the surface suitable to receive new work/fittings at suitable place.

(B) Providing, Supply fixing and commissioning of various items like Brick work, painting work over plastered (both new and old) / painted surface, wood Doors & frame / chaukhat, Steel Glazed window, ventilators, WC, All associated plumbing fittings and fixtures, Mirror, White Glazed Tiles on floor and wall and MS grill works at balcony area etc.

(C) Contractor has to return all scrap of electrical item to BHEL.

(D) Scope given is tentative, engineer in charge decision will be final.

(E) No separate payment will be made for shifting of material/household thing to enable contractor to carry out the work.

Bidders should note that the above works is to be carried out in BHEL staff quarters in where BHEL employees are living and hence all the fronts cannot be handed over at a time. Also much noise and disturbance

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - II: Scope of works and Technical Specifications

has to be avoided. All necessary steps are to be taken to avoid damage of BHEL staff quarters / flat's floors, partitions etc during movement of labors engaged on the job. Any damage occurred to BHEL staff quarters/flats premises/property of BHEL during renovation work shall be rectified by contractor at their cost.

2.3 SPECIFICATION OF FITTINGS

- a) Bib Cock & stop cock ----- CP brass (Sample approved by BHEL)
- b) Tiles (wall, floor and wall border) ----Kajaria/Jhanson/Nitco (Sample approved by BHEL)
- c) Mirror ----(Sample approved by BHEL)
- d) Steel glazed Window and Ventilators ----As per IS 1038/As per sample approval.
- e) All GI Pipe (medium class – Class B) ----As per sample approval.
- f) Indian type Water closet with flushing – CERA, JHONSON, PARRYWARE.
- g) PVC low level flushing cistern - CERA, JHONSON, PARRYWARE.
- h) Steel Kitchen Sink – Approved brand by BHEL.

2.3 FIXING OF SANITARYWARE, WHITE GLAZED TILES, PLUMBING, WOOD DOORS,STEEL GLAZED WINDOW/ VENTILATILATORS, MIRROR AND OTHER ITEMS.

All the above fitting shall be fixed by experienced and skilled fitters, masons, plumbers properly as per the standard procedure and instruction of BHEL. Leak test shall be carried out after completion of fitting and any defect noticed during the test shall be rectified properly to the satisfaction of the BHEL.Any fitting/item broken during the fixing shall be replaced without any extra cost.

2.4 FINISHING OF DAMAGES IN EXISTING WALL, FLOOR ETC.

During the dismantling of existing sanitary fitting and fixture, tiles, door, window, ventilators etc.and fixing of new items there may be every possibility of damages in existing wall and floor. All this damages shall be made good matching with adjacent surface. The quoted rate of various items in rate schedule/BOQ shall be inclusive of the above finishing and no separate payment shall be made on this account.

2.5 GENERAL TECHNICAL SPECIFICATION:

2.5.1

Cement Concrete: This shall include supplying and placing PCC at all levels .Concrete of 1:2:4 mix as defined in IS- 456 with 6mm and downgraded stone aggregates. Nominal mix (volumetric) shall be allowed to use as per the guidelines of IS-456 (latest edition) with min. W/C ratio & cement content as

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - II: Scope of works and Technical Specifications

per IS 456 for moderate condition. **However in certain unavoidable circumstances, hand mix shall be permitted with 10% extra cement content as per the discretion of BHEL engineer.**

2.5.2

Formwork: The formwork should be capable of carrying the dead load of concrete and some sort of live load if any. After sufficient curing period & after attaining adequate strength of concrete, the formwork shall be removed with the approval of BHEL engineer. The item of cement concrete shall be deemed as completed after removal of forms and required finishing is completed.

2.5.3

Brick masonry: Brick masonry shall be done by using best quality locally available burnt clay bricks / Fly Ash Lime (FAL) bricks of standard size. Minimum strength of the bricks should not be less than 35 KG/sq. cm. Other quality requirement shall be in line with the relevant IS Code. One-brick thick brickwork shall be constructed as specified, in Cement mortar 1:4 including linking, plumbing, leveling, pacing, joints curing etc. Including all materials, tools, plants and labor complete at all level/elevation.

2.5.4 STEEL/ IRON WORK

- 1) **Steel MS Grill:** All MS Grill works shall be supplied and fixed as per standard practice and instructions of Engineer-in-charge with all fittings and fixtures, etc. Complete.
- 2) **Steel Window:** All steel Windows shall be supplied and fixed as per standard standard practice and instructions of Engineer-in-charge with all fittings and fixtures, etc. Complete.
- 3) **Steel Ventilators:** All steel ventilators shall be supplied and fixed as per standard standard practice and instructions of Engineer-in-charge with all fittings and fixtures, etc. Complete.
- 4) **Fly Proof:** All ventilators shall be covered with Fly Proofs using galvanized ms wire gauge with average width of aperture 1.4mm in both directions with wire of dia. 0.63mm with 12mm MS U beading.

2.5.5 PAINTING

2.5.5.1

Three coats of white / color washing with one coat of primer shall be provided uniformly on all wall surfaces as per IS specification and standard practice.

2.5.5.2

Two or more coats of OBD (Oil Bound Distemper) of required colour with one

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - II: Scope of works and Technical Specifications

coat of primer shall be provided uniformly on all wall surfaces as per IS specification and standard practice.

2.5.5.3

Two or more coats of Water Proof Cement Paint (Snowcem Paint) of required colour with one coat of primer shall be provided uniformly on all wall surfaces as per IS specification and standard practice.

2.5.5.4

All the Wood items such as Door, Cupboard, Showcase, etc. shall be provided with one coat of primer and two coats of oil paint of approved color and quality. Painting shall be done after fixing in position of all mentioned items as per IS specification and standard practice.

2.5.5.5

All the steel items such as MS Grill, steel Windows and Ventilators, etc. shall be provided with one coat of red oxide primer and two coats of synthetic enamel paint of approved color and quality. Painting shall be done after fixing in position of all mentioned items as per IS specification and standard practice.

2.5.5.6

The contractor shall provide and maintain at his own cost all T & P for carry out the work. The T & P shall be for fabrication & Erection of the structures (MS Grills, steel window & ventilators etc.).

2.5.5.7

The unutilized suitable debris shall be disposed & leveled to the proposed mentioned area for surface clearance with prior approval of BHEL.

2.5.6 ANTI-TERMITE TREATMENT

2.5.6.1

Providing exhaustive Ant termite Treatment by drilling 6mm diameter holes a distance of 30 cm centre to centre, at downward angle of 45 degree at junction of wood work (door frame / panel, showcase & cupboard etc) and masonry and in between, as instructed by engineer, as per requirement, at the rate of 75 ml per sqm. Of chlordane of 58 percent emulsion concentrate and filling with putty, etc. with two years guarantee bond as per I.S. – 6313 (part iii) of 1971.

2.5.6.2

Providing post constructional exhaustive Ant termite Treatment to the sides of

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - II: Scope of works and Technical Specifications

flooring by injecting one percent of Chlordane Emulsion Concentrate at the rate of 50 ml per hole of 6mm diameter drilled at a distance of 30 cm centre to centre or more as per requirement and sealing the same with proper filling with two years guarantee bond as per I.S. – 6313 (part iii) of 1971.

2.6 Method of deriving Rate for Extra/New Item(s):

The work though not specifically mentioned either in the BOQ or in the tender specification but are needed to complete the work as per requirement & instruction of Engineer are also in the scope of this contract & to be erected to the entire satisfaction, for which the payment shall be released as per the respective item rate of Rate Schedule. **If the item is not available in the rate schedule the rate shall be derived as per CPWD- DSR-2007 rate schedule latest version with applicable escalation given by CPWD.**

2.7 Defect Liability Period

Contractor shall be responsible for rectifying the defect observed during the period of three (03) months after date of complete of entire work.

The Consignee Address is:

Shri E. Balachadran
GM (HR)
Power Sector, Western Region,
345 Kingsway, Shree Mohini Complex,
Nagpur – 440001
Ph: 0712-3048654
Fax: 0712-3048698.

2.8 Work shall be carried out as per the instruction of GM / HR of BHEL OR Authorized representative of BHEL/ Engineer in charge for this work.

2.8.1 The vendor should visit the actual site of work for acquaintance before submitting their Tender and may contact the Consignee at the above address.

2.8.2 Vender should ensure that there will be no loss/damage to the property of BHEL and its employee household items during execution of this contract. Any loss or damage to the BHEL property and its employee' goods shall be recovered from vender as decided by BHEL.

2.8.3 Vendor should cover all his men, equipment and material with suitable Insurance Policies against loss of property, life, earning capacity of laboures etc. Vendor has to indemnify BHEL from any sort of liabilities on account of such loss/damage.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - II: Scope of works and Technical Specifications

2.8.4 Work shall be carried out strictly as per the BOQ (Rate Schedule) and specifications of this tender. All the work shall be executed as per the instructions of BHEL engineer. BHEL will not provide any T&P, material, manpower etc; as such the rate quoted by bidder shall be inclusive of all.

2.9 Patents and Trademarks

Vendor shall at all times indemnify Purchaser (BHEL) against all claims which may be made in respect of infringement of any rights protected by Patent, Registration of designs or Trademark provided always that in the event of any claim in respect of the alleged infringement of patent, registered designs or trade mark being made against Purchaser, Purchaser shall notify vendor who shall at his own expenses either settle any such dispute or conduct any litigation that may arise therefrom.

2.9.1 On completion of daily work, all area shall be cleaned by the vender.

2.9.2 BHEL will provide water and power for civil work as per availability from the tapping. In case water for construction is not available, same shall be arranged by bidder at their cost.

2.9.3 Electricity shall be provided by BHEL free of cost as per availability. In case of no power/power failure, bidder shall arrange DG set of required capacity.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - III: Facilities In The Scope Of Contractor/BHEL (Scope Matrix)

Sl.No	Description	Scope / to be taken care by		Remarks
		BHEL	Bidder	
3.1	PART I ESTABLISHMENT			
3.1.1	FOR CONSTRUCTION PURPOSE:			
a	Open space for office (as per availability)		Yes	However BHEL shall give space on the basis of availability.
b	Open space for storage (as per availability)		Yes	However BHEL shall give space on the basis of availability.
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	Bidder shall arrange his own source for labor colony.
b	Labour Colony with internal roads, sanitation, complying with statutory requirements		Yes	

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - III: Facilities In The Scope Of Contractor/BHEL (Scope Matrix)

Sl.No	Description	Scope / to be taken care by		Remarks
		BHEL	Bidder	
3.2.0	ELECTRICITY			
3.2.1	Electricity for construction purposes 3 Phase of Voltage 415/440 V (To be specified whether chargeable or free)			FREE. In case of No power/power failure, bidder shall arrange DG set of required capacity. (see TCC-2.9.2,2.9.3)
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	
3.2.2	Electricity for the office, stores, canteen etc of the bidder (to be specified whether chargeable or free)			
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	
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			

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - III: Facilities In The Scope Of Contractor/BHEL (Scope Matrix)

Sl.No	Description PART I	Scope / to be taken care by		Remarks
		BHEL	Bidder	
3.3.1	For construction purposes: (to be specified whether chargeable or free)			FREE
a	Making the water available at single point	Yes		In case water for construction is not available, same shall be arranged by bidder at their cost. (see TCC-2.9.2)
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>			
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	
3.3.3	<u>Water supply for Living Purpose</u>		Yes	
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	

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - III: Facilities In The Scope Of Contractor/BHEL (Scope Matrix)

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

Sl.No	Description PART II	Scope / to be taken care by		Remarks
		BHEL	Bidder	
	3.9.0 ERECTION FACILITIES			
3.9.1	Engineering works for construction:			NOT APPLICABLE
a	Providing the erection/constructions drawings for all the equipments covered under this scope			NOT APPLICABLE
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			NOT APPLICABLE
d	Shipping lists etc for reference and planning the activities			NOT APPLICABLE

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - III: Facilities In The Scope Of Contractor/BHEL (Scope Matrix)

Sl.No	Description PART II 3.9.0 ERECTION FACILITIES	Scope / to be taken care by		Remarks
		BHEL	Bidder	
e	Preparation of site erection schedules and other input requirements		Yes	In consultation with BHEL
f	Review of performance and revision of site erection schedules in order to achieve the end dates and other commitments	Yes	Yes	In consultation with BHEL
g	Weekly erection schedules based on SL No. e		Yes	In consultation with BHEL
h	Daily erection / work plan based on Sl No. g		Yes	In consultation with BHEL
i	Periodic visit of the senior official of the bidder to site to review the progress so that works are completed as per schedule. It is suggested this review by the senior official of the bidder should be done once in every two months.		Yes	
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	NOTE: Arrangement of all required quantum of Tools and Plants (T&Ps) for completion of the job in time without any delay shall be the responsibility of the contractor and the same shall be arranged by him. BHEL will not provide any T&Ps and materials for this work.

B: MEASURING AND MONITORING DEVICES (MMD):

AS PER REQUIREMENT TO BE FINALIZED AT SITE.

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 CONTRACT PERIOD

Contractor shall reach site, make his site establishment and be ready to commence the work within one week from the date of LOA (Letter of Award) or as per directions of Consignee/ Authorized Representative of BHEL.

Contractor Has to Hand Over the flats in Phase Wise Manner in all respects to BHEL within the contract period.

THE OVERALL CONTRACT PERIOD SHALL BE 4 (FOUR) Months.

6.1.2

In order to complete the above scope of work, contractor shall arrange all necessary resources and work force in consultation with BHEL engineer at site (BHEL' staff quarters) to undertake works concurrently in all possible fronts as made available to contractor.

DATE OF START OF WORK SHALL BE THE DATE ON WHICH DISMANTLING WORK IS STARTED.

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

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VII: Terms of Payment

Stages of Progressive Payments

7.01

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

100% of agreed item rate will be released for the completed work against monthly R.A. bills.

The RA bill payment shall be made as made as per Cl no 10.0 of Chapter – X of

SCC (page-44) & GCC CL NO-2.23 (Page-28,29)

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

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

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.

8.1.3 VAT (Sales Tax /WCT)

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VIII: Taxes and other Duties

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.

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 New Taxes/Levies

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

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

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

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VIII: Taxes and other Duties

8.3 BOCW Cess

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.

8.4 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.