

# **TENDER SPECIFICATION**

**NO: BHE/PW/PUR/HONGI-ENB/1469**

**Area cleaning work through cutting of trees, stacking of usable materials identified by BHEL/ONGC at suitable location and disposal of unused materials, complete micro grading of entire plant area, specifications and as per directions of Engineer in charge**

**AT**

**OIL & NATURAL GAS CORPORATION LTD (ONGC)  
HAZIRA, GUJARAT**

## **VOLUME- I-TECHNICAL BID**

**TENDER SPECIFICATIONS CONSISTS OF:**

- **Notice Inviting Tender**
- **Volume 1 A - Technical Conditions of Contract,**
- **Volume 1 B - Special conditions of Contract,**
- **Volume 1 C - General conditions of Contract**
- **Volume 1 D - Forms & Procedures**



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

| <b>Volume No</b> | <b>Description</b>                 | <b>Hosted in website bhel.com as files titled</b> |
|------------------|------------------------------------|---|
| NIL              | Tender Specification Issue Details | (Part of <b><u>Vol-IA-1469</u></b> )              |
| NIL              | Notice Inviting Tender             | (Part of <b><u>Vol-IA-1469</u></b> )              |
| I-A              | Technical Conditions of Contract   | Vol-IA-1469                                       |
| I-B              | Special Conditions of Contract     | Vol-IBCD-1469                                     |
| I-C              | General Conditions of Contract     | (Part of <b><u>Vol-IBCD-1469</u></b> )            |
| I-D              | Forms & Procedures                 | (Part of <b><u>Vol-IBCD-1469</u></b> )            |
| II               | Price Bid Specification            | Vol II  |

# **TENDER SPECIFICATION**

**NO: BHE/PW/PUR/HONGI-ENB/1469**

**Area cleaning work through cutting of trees, stacking of usable materials identified by BHEL/ONGC at suitable location and disposal of unused materials, complete micro grading of entire plant area, specifications and as per directions of Engineer in charge**

**AT**

**OIL & NATURAL GAS CORPORATION LTD (ONGC)  
HAZIRA, GUJARAT**

EARNEST MONEY DEPOSIT: Refer Notice Inviting Tender

LAST DATE FOR                      Refer Notice Inviting Tender  
TENDER SUBMISSION:

THESE TENDER SPECIFICATION DOCUMENTS CONTAINING VOLUME-I-Tech Bid, VOL-I-E-STANDARD SPECIFICATION, Vol I BCD Rev 01 AND VOLUME- II-Price Bid ARE ISSUED TO:

M/s. ....

.....

PLEASE NOTE:  
THESE TENDER SPECS DOCUMENTS ARE NOT TRANSFERABLE.

For Bharat Heavy Electricals Limited

AGM (Purchase)  
Place: Nagpur  
Date:

1469

# NOTICE INVITING TENDER

Bharat Heavy Electricals Limited



**NOTICE INVITING TENDER (NIT)**  
**NOTE: BIDDER MAY DOWNLOAD FROM WEB SITES**  
**OR**  
**PURCHASE TENDERS FROM THIS OFFICE ALSO**

To

Dear Sir/Madam

**Sub : NOTICE INVITING TENDER**

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

**1.0 Salient Features of NIT**

| SL NO | ISSUE  | DESCRIPTION  |
|-------|--|--|
| i     | <b>TENDER NUMBER</b>                           | <b>BHE/PW/PUR/HONGI-ENB/1469</b>   |
| ii    | <b>Broad Scope of job</b>                      | Area cleaning work through cutting of trees, stacking of usable materials identified by BHEL/ONGC at suitable location and disposal of unused materials, complete micro grading of entire plant area, specifications and as per directions of Engineer in charge at ONGC Hazira Site   |
| iii   | <b>DETAILS OF TENDER DOCUMENT</b>              |  |
| a     | Volume-IA                                      | <i>Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc</i> <span style="float: right;"><i>Applicable</i></span>   |
| b     | Volume-IB                                      | <i>Special Conditions of Contract (SCC)</i> <span style="float: right;"><i>Applicable</i></span>   |
| c     | Volume-IC                                      | <i>General Conditions of Contract (GCC)</i> <span style="float: right;"><i>Applicable</i></span>   |
| d     | Volume-ID                                      | <i>Forms and Procedures</i>  |
| e     | Volume-II                                      | <i>Price Schedule (Absolute value).</i> <span style="float: right;"><i>Applicable</i></span>   |
| iv    | <b>Issue of Tender Documents</b>               | <p><b>1. Sale from BHEL PS Regional office at :</b><br/><b>Start : 11/06/2015, Time :</b><br/><b>Closes: 17/06/2015 , Time :16:00 Hrs</b></p> <p><b>2. From BHEL website (<a href="http://www.bhel.com">www.bhel.com</a>)</b><br/>Tender documents will be available for downloading from website till due date of submission</p> <span style="float: right;"><i>Applicable/<br/>Not applicable</i></span> |
| v     | <b>DUE DATE &amp; TIME OF OFFER SUBMISSION</b> | <p><b>Date : 18/06/2015 , Time : 15:00 Hrs</b><br/><b>Place : <u>BHEL PS Regional office at :Nagpur</u></b></p> <p>Tenders being submitted through representative shall be submitted at dispatch section of PSWR HQ Office after making entry/registration at the reception. For any assistance on the matter kindly contact following officials:</p> <span style="float: right;"><i>Applicable</i></span> |

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|      |   |  |                            |
|------|---|--|----------------------------|
|      |   | Pratish Gee Varghese/Sr Engineer(Purchase)<br>Neeraj K Tiwari /Sr Engineer (Purchase)  |                            |
| vi   | <b>OPENING OF TENDER</b>  | <b>1 hours after the latest due date and time of Offer submission</b><br>Notes:<br>(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.<br>(2) Bidder may depute representative to witness the opening of tender   | Applicable                 |
| vii  | <b>EMD AMOUNT</b>   | Rs 60,000/- (Rupees Sixty Thousand Only)   | Applicable                 |
| viii | <b>COST OF TENDER</b>   | Rs 2000/-. (Rupees Two thousand Only)  | Applicable                 |
| ix   | <b>LAST DATE FOR SEEKING CLARIFICATION</b>                                | At least 4 days before the due date of offer submission<br>Along with soft version also, addressing to undersigned & to others as per contact address given below  | Applicable                 |
| x    | <b>SCHEDULE OF Pre Bid Discussion (PBD)</b>                               | Date :   | Applicable/Not applicable. |
| xi   | <b>INTEGRITY PACT &amp; DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)</b> |  | Applicable/Not Applicable  |
| xii  | <b>Latest updates</b>   | Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etcto Tender Specifications will be hosted in BHEL webpage ( <a href="http://www.bhel.com">www.bhel.com</a> -->Tender Notifications →View Corrigendums) <b>and not in the newspapers</b> . Bidders to keep themselves updated with all such information |                            |

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

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- PART-II (Price Bid) – in sealed and super scribed envelope (ENVELOPE-III)
- One set of tender documents shall be retained by the bidder for their reference

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

| Sl no | Description  | Remarks |
|-------|--|---------|
|       | <b>Part-I A</b>  |         |
|       | <p><b>ENVELOPE – I super scribed as :</b><br/>PART-I (TECHNO COMMERCIAL BID)<br/>TENDER NO :<br/>NAME OF WORK :<br/>PROJECT:<br/>DUE DATE OF SUBMISSION:</p> <p><b>CONTAINING THE FOLLOWING:-</b></p>  |         |
| i.    | Covering letter/Offer forwarding letter of Tenderer.   |         |
| ii.   | <p>Duly filled-in 'No Deviation Certificate' as per prescribed format to be placed after document under sl no (i) above.</p> <p><b>Note:</b></p> <p>a. In case of any deviation, the same should be submitted separately for technical &amp; commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be placed after document under sl no (i) above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained.</p> <p>b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding.</p> <p style="margin-left: 20px;">i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL</p> <p style="margin-left: 20px;">ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender</p> |         |
| iii.  | <p>Supporting documents/ annexure/ schedules/ drawing etc as required in line with Pre-Qualification criteria.</p> <p>It shall be specifically noted that all documents as per above shall be indexed properly and credential certificates issued by clients shall distinctly bear the name of organization, contact ph no, FAX no, etc.</p>   |         |
| iv.   | All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc pertinent to this NIT.  |         |
| v.    | Integrity Pact Agreement (Duly signed by the authorized signatory)   | NA      |
| 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.  |         |

| <b>PART-I B</b> |   |  |
|-----------------|---|--|
|                 | <p><b>ENVELOPE – II super scribed as:</b><br/>PART-I (EMD/COST of TENDER)<br/>TENDER NO :</p> |  |

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|    |   |  |
|----|---|--|
|    | NAME OF WORK :<br>PROJECT:<br>DUE DATE OF SUBMISSION:<br><br><b>CONTAINING THE FOLLOWING:-</b>  |  |
| i. | 1. Earnest Money Deposit (EMD) in the form as indicated in this Tender<br><b>OR</b><br>Documentary evidence for 'One Time EMD' with the Power Sector Region of BHEL floating the Tender<br><br>2. Cost of Tender ( Demand Draft or copy of Cash Receipt as the case may be) |  |

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

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

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

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

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- 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 authorized representative to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful/Disqualified bidders under intimation to the respective bidders.
- 18.0 Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 19.0 BHEL reserves the right to decide the successful bidder on the basis of Reverse Auction process. In such case all qualified bidders will be intimated regarding procedure/ modality for Reverse Auction process prior to Reverse Auction and price will be decided as per the rules for Reverse Auction. .  
  
However, if reverse auction process is unsuccessful as defined in the RA rules/procedures, or for whatsoever reason, then the sealed 'PRICE BIDS' will be opened for deciding the successful bidder. BHEL's decision in this regard will be final and binding on bidder.
- 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 **'Standalone' 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 noncompliance, 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 Purchase

**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 REQUIREMENTS**

|           |   |
|-----------|---|
| JOB       | Area cleaning work through cutting of trees, stacking of usable materials identified by BHEL/ONGC at suitable location and disposal of unused materials, complete micro grading of entire plant area, specifications and as per directions of Engineer in charge at ONGC Hazira Site. |
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| SL NO | PRE QUALIFICATION CRITERIA  | Bidders claim in respect of fulfilling the PQR Criteria |  |
|-------|---|---|--|
|       |   | Name and Description of qualifying criteria             | Page no of supporting document.<br><b>Bidder must fill up this column as per applicability</b> |
| A     | Submission of Integrity Pact duly signed (if applicable)<br>(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     | <b><u>Technical</u></b><br><b>Bidder shall essentially meet the ALL Qualifying Requirements (QR) as stated below.</b><br><br>B.1: Bidder should have successfully executed civil/area cleaning/tree cutting works during last seven years as on LAST date of offer submission as below:<br><br>B.1.1 Executed one similar work of value not less than of <b>Rs 17.78 Lakhs</b> against single work order<br><p style="text-align: center;">OR</p> B.1.2 Executed two similar works each of value not less than of <b>Rs 11.11 Lakhs</b> against maximum two work orders<br><p style="text-align: center;">OR</p> B.1.3 Executed three similar works each of value not less than of <b>Rs 8.89 Lakhs</b> against maximum three work orders | APPLICABLE  |  |
| C-1   | <b><u>Financial</u></b><br><b><u>TURNOVER</u></b><br>Bidders must have achieved an average annual financial turnover (Audited) of <b>Rs 6.67 Lakhs</b> or more over last three Financial Years (FY) i.e. 2012-2013, 2013-14, 2014-15 OR 2011-12, 2012-13, 2013-14   | APPLICABLE  |  |

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|  |  |                |         |
|--|--|----------------|---------|
|  | if Annual Accounts for FY 2014-15 is 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. |                |         |
| C-2  | <b>NETWORTH</b> (only in case of Companies)<br>Net worth of the Bidder based on the latest Audited Accounts as furnished for 'C-1' above should be positive  | APPLICABLE     |         |
| C-3  | <b>PROFIT</b><br>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.  | 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  | Approval of Customer (if applicable)<br><br><b>Note:</b> Names of bidders (including consortium/Technical Tie up partners in case consortium bidding is permitted) who stand qualified after compliance of criteria A to D shall be forwarded to customer for their approval.                      | NOT APPLICABLE |         |
| F  | Price Bid Opening<br><b>Note:</b> Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria A to E   |                | BY BHEL |
| G  | Technical Tie up criteria (if applicable)  | NOT APPLICABLE |         |
| <p><b><u>Explanatory Notes for the PQR (unless otherwise specified in the PQR):</u></b></p> <ol style="list-style-type: none"> <li>Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated against C-1 above along with all annexures</li> <li>In case audited Financial statements have not been submitted for all the three years as indicated against C-1 above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years i.e total divided by three.</li> <li>C-2:-NETWORTH : Shall be calculated based on the latest Audited Accounts as furnished for C-1 above. Net worth = Paid up share capital + Reserves. (Net worth is required to be evaluated in case of companies)</li> <li>C-3:- PROFIT : shall be NET profit (PAT + Non cash expenditure viz depreciation) earned during any one of the three financial years as in C-1 above</li> <li>'Additional' Criteria in respect of 'Technical' criteria of PQR (as in 'B' above) for Civil, Electrical, CI, unless otherwise specified:             <ol style="list-style-type: none"> <li>_____ Bidder should have executed similar work of any one of the following:                 <ol style="list-style-type: none"> <li>_____ One (1) work of value not less than Rs XXX<br/>_____ OR</li> <li>_____ Two (2) works of not less than Rs YYY<br/>_____ OR</li> <li>_____ Three (3) works of not less than Rs ZZZ<br/>(Value XXX, YYY, ZZZ shall be as indicated by BHEL)</li> </ol> </li> <li>_____ 'Similar' work for criteria 5 above means                 <ol style="list-style-type: none"> <li>_____ Civil or Structures or Civil &amp; Structures or Chimney respectively as applicable to the tendered scope in respect of 'CIVIL' Works</li> </ol> </li> </ol> </li> </ol> |  |                |         |

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|  |   |
|--|---|
|  | <p>b. <del>Electrical works in respect of 'ELECTRICAL'</del></p> <p>c. <del>CI works in respect of 'CI' Works</del></p> <p>d. <del>Material Handling and/or Management works in respect of 'MM' works</del></p> <p>6. Time period for achievement of the 'Technical' criteria of PQR (as in 'B' above) will be the last 7 years ending on the 'latest date' of Bid submission</p> <p>7. 'EXECUTED' means the Vendor should have achieved the criteria specified in the Technical criteria of PQR (as in 'B' above) even if the Contract has not been completed or closed.</p> <p>8. <del>Unless otherwise specified, for the purpose of 'Technical' criteria of PQR (as in 'B' above), the word 'EXECUTED' means:</del></p> <p>1. <del>"BOILER LIGHT UP" in respect of Boiler &amp; Aux and ESP</del></p> <p>2. <del>"SYNCHRONISATION" in respect of STG/GTG and 'SPINNING' in case of HTG</del></p> <p>3. <del>"STEAM BLOWING COMPLETION" in respect of at least Main Steam Line of Power Cycle Piping</del></p> <p>4. <del>"HYDRAULIC TEST" of the system in respect of Structures, Pressure parts/IBR Piping</del></p> <p>5. <del>"CHARGING" in respect of power Transformers, Bus ducts, HT/LT switchgears</del></p> <p>6. <del>"Completion of RCC Shell and liner (steel or brick as per tendered scope) up to the HEIGHT specified using slip form" in case of RCC Chimney.</del></p> <p>7. <del>Achievement of physical Quantities as per respective PQRs in respect of Civil &amp; Structures and Piling Works</del></p> <p>8. <del>'Readiness for coal Filling' in respect of Bunker Structure Work.</del></p> <p>9. <del>Boiler means HRSG or WHRB or any other types of Steam Generator</del></p> <p>10. <del>Critical/Power Cycle piping means Main Steam, Hot Reheat, Cold Reheat, HP Bypass, LP Bypass lines</del></p> <p>11. <del>For the purpose of evaluation of the PQR, one MW shall be considered equivalent to 3.5TPH where ever rating of HRSG/BOILER is mentioned in MW. Similarly, where ever rating of Gas Turbine is mentioned in terms of Frame size, ISO rating in terms of MW shall be considered for evaluation.</del></p> <p>12. <del>In case the experience/PO/WO certificate enclosed by bidders do not have separate break up prices for the E&amp;G portion of Electrical and CI Works, (i.e. the certificates enclosed are for composite order for supply and erection of Electrical &amp; CI and other works if any), then value of Erection and Commissioning for the Electrical &amp; CI portion shall be considered as 15% of the supply &amp; erection of Electrical &amp; CI, unless otherwise specifically indicated in the PQR.</del></p> <p>13. <del>Scope for capital overhaul of STG shall cover Bearing Inspection work and overhauling of all cylinders of the Turbine unless otherwise specifically indicated in the PQR.</del></p> <p>14. <del>In case the tendered scope is not a Pulverised Fuel Boiler, experience of Oil/Gas Fired Boilers also can be considered unless otherwise specifically indicated in the PQR</del></p> <p>15. 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> |
|--|---|

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

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

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

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

**DATE :**

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

**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@bhelpswr.co.in](mailto:ska@bhelpswr.co.in), Ph: +91 – 712 – 3048633

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

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

1. **The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site ([www.bhel.com](http://www.bhel.com) ---> Tender Notification -> List of Banned Firms )**
2. **Refer Chapter XII of Volume IB Special Conditions of Contract regarding Suspension of Business Dealings:** The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' has now been uploaded on [www.bhel.com](http://www.bhel.com) on "supplier registration page" at the following link: [http://www.bhel.com/vender\\_registration/pdf/Suspension-of-Business-Dealings-with-Supplier-issued-Sept13\\_abridged.pdf](http://www.bhel.com/vender_registration/pdf/Suspension-of-Business-Dealings-with-Supplier-issued-Sept13_abridged.pdf)
3. **All Statutory Requirements as applicable for this project shall be complied with.**
4. **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.

**5. PRICE VARIATION CLAUSE**

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**Price Variation Compensation Clause no. 2.17 of Vol I C GCC is Not Applicable:**

**6. OVER RUN COMPENSATION**

**OVER RUN COMPENSATION Clause no. 2.12 of Vol I C GCC is Not Applicable**

**7 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:

- 7.1. 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).
- 7.2. 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.
- 7.3. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
- 7.4. 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.
- 7.5. 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.
- 7.6. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
- 7.7. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
- 7.8. 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.
- 7.9. 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.
- 7.10. Reverse auction will be conducted on scheduled date & time.
- 7.11. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
- 7.12. 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.
- 7.13. 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.
- 7.14. 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.
- 7.15. 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.
- 7.16. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
- 7.17. 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) CONTENTS

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| <b>SI No</b>     | <b>DESCRIPTION</b>  | <b>Chapter</b> | <b>No. OF PAGES</b> |
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| <b>Volume-IA</b> | <b>Part-I: Contract specific details</b>                  |                |                     |
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| 3                | Facilities in the scope of Contractor/BHEL (Scope Matrix) | Chapter-III    | 3                   |
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| 8                | Taxes and other Duties                                    | Chapter-VIII   | 3                   |
| 9                | Drawings  | Chapter-IX     | 1                   |

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter - I: Project Information

|            |   |                      |
|------------|---|----------------------|
| <b>1.0</b> | <b>Project Information</b>  |                      |
| <b>1.1</b> | <b><u>INTRODUCTION</u></b>  |                      |
|            | <b><u>Approach to site</u></b>  |                      |
| 1.0        | Location  | ONGC Limited, Hazira |
| 2.0        | Elevation above mean sea level  | RL 6.0 above, MSL    |
| 3.0        | Nearest Railway Station   | Surat, 20 KM         |
| 4.0        | Nearest Airport   | Surat, 10 KM         |
| 5.0        | Nearest Harbor  | Magdalla, 20 KM      |
| 6.0        | Access Road   | NH-8 (30 KM)         |
| 7.0        | Atmospheric pressure at MSL   | 1.013 bar            |
| 8.0        | Ambient Temperature   |                      |
| a)         | Max. average dry bulb temperature   | 45.6°C               |
| b)         | Min. average dry bulb temperature   | 4.4°C                |
| c)         | Design temperature for electrical equipment / device  | 50°C                 |
| 9.0        | Relative Humidity   |                      |
| a)         | Max.  | 70%                  |
| b)         | Min.  | 18%                  |
| c)         | Average   | 64%                  |
| 10.0       | Seismic Zone  | III (IS 1893)        |
| 11.0       | Rainfall  |                      |
| a)         | Max. Intensity of rainfall in 24 hrs.   | 459.2 mm             |
| b)         | Period – Monsoon showers  | June to September    |
| c)         | Average rainfall per annum  | 1203.5 mm            |
| 12.0       | Wind data   |                      |
|            | Max. wind speed (as per IS:875) 20-61 kmph for 20 days in a year < 20 kmph for remaining period | 62 Kmph              |
|            | Most predominant wind direction   | South -West          |

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter - I: Project Information

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|  |   |
|--|---|
|  | <p><b>Above information furnished are for general guidance of Contractor. However Contractor is advised to visit the site and appraise himself about the conditions of site and infrastructure available in the area for fulfilling their commitments under the contract.</b></p> |
|--|---|

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

---

### **2.0 Scope of Work**

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

1. Cutting of trees including stacking of usable materials identified by BHEL at suitable location and disposal of unused materials at a location identified by BHEL/ONGC and in a manner decided by him.
2. Complete micro grading of entire plant area, specifications and as per directions of Engineer in charge.
3. Disposal and stacking of surplus excavated earth at a location identified by BHEL/ONGC (Referred to as Owner here onwards).

### **3.1 Responsibility of the Contractor**

The contractor shall engage all the unskilled, skilled and especially skilled labor including machine operators, drivers, etc. and supervisory staff. Only trained and competent personnel with previous experience in the job shall be employed. However, BHEL reserves the right to decide on the suitability of the workers and other personnel who will be employed by the contractor. BHEL reserves the right to insist on removal of any employee of the contractor at any time, if they found him unsuitable. The contractor shall be bound to follow the instruction of BHEL.

#### 3.1.2

The contractor is required to quote their rates inclusive of cost of all materials, labor, etc. BHEL reserves the right to inspect and reject any material not found satisfactory.

#### **3.1.3 General**

##### 3.1.3.1

During execution of the job, it is very essential that proper and adequate inspection should be made constantly by the contractor to maintain quality of workmanship and to ensure that deviations from BHEL drawings not exceed the permissible limits, which shall be approved by BHEL.

The contractor shall visit the site and ascertain the local conditions, entry and traffic restrictions, movement of trucks/dumpers, all obstructions in the area and also ascertain all site conditions and particularly the soil conditions etc. The contractor shall also visit the site to, to meet the local authorities for relevant clearances like forest officials in case of tree removal during the site development.

##### 3.1.3.3

The contractor shall clear all trees, rubbish, vegetation, brickbats etc. and dispense them suitably in allotted areas at his own cost on clearance from forest officials.

##### 3.1.3.4

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

---

The contractor shall take adequate precautions to ensure complete safety and prevention of accidents at site. The safety precautions shall conform to IS codes wherever applicable.

### 3.1.3.5

The work though not specifically mentioned either in the drawings or in the tender specification but are needed to complete the work as per site requirement & instruction of Engineer are also in the scope of this contract & to be developed to the entire satisfaction, for which the payment shall be released as per the respective item rate of Rate Schedule.

### 3.1.3.6

The contractor shall provide and maintain at his own cost all T & P for carry out the work.

### 3.1.3.7

The excess/unutilized suitable earth and debris shall be disposed & leveled to the proposed mentioned area for development. All unusable earth debris, trees, vegetation etc. shall be disposed off at a location earmarked by BHEL /Client.

### 3.1.3.8

The work is to be carried out inside the factory premises of ONGC. Stringent safety norms are to be followed inside the plant premises. All the vehicles entering the plant premises are to be equipped with flame arrestors/ muffler. During execution of any job inside the ONGC plant premises it is compulsory for all agencies to be well equipped with firefighting equipment. So contractor has to arrange all firefighting equipment with trained manpower to operate the same. No separate payment shall be made by BHEL for any safety / security arrangements.

#### 4.0.1 Other Related Activities:

- 1. Contractor can draw Construction Water from Customer's given Point at one location inside the plant including all materials (water meters, pipe, taps and all other necessary fittings all complete). Construction water shall be provided on chargeable basis @ Rs 9 per Cu M.**
- 2. Contractor can draw Construction Power from Customer's given Point at one locations of 440 V inside the plant at single source point including all materials (Fixing of energy meter, wires and other equipment for safely drawing of power). Electricity shall be charged @ Rs. 5/- per KWH**

Engineer's decision shall be final and binding on the contractors regarding clarification of items in this schedule with respect to the other section of the contract.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

---

Giving all notices, paying all fees, taxes etc., in accordance with the general conditions of contract, that is required for all works including temporary works.

Rate quoted shall be inclusive of all such contingencies and no additional payment shall be made on this account.

**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    | <b>PART I<br/>ESTABLISHMENT</b>  |                             | <b>YES</b> |   |
| 3.1.1  | <b>FOR CONSTRUCTION PURPOSE:</b>   |                             |            |   |
| a      | OFFICE   |                             | <b>YES</b> | <b>Chargeable. Land for office construction shall be provided by BHEL/ONGC on chargeable basis @ Rs. 5.00 per Sq M.</b> |
| b      | Open space for storage (as per availability)   | <b>YES</b>                  |            | <b>Chargeable. Land for Storage yard shall be provided by BHEL/ONGC on chargeable basis @ Rs. 5.00 per Sq M.</b>        |
| c      | Construction of bidder's office, canteen and storage building including supply of materials and other services |                             | Yes        |   |
| d      | Bidder's all office equipments, office / store / canteen consumables   |                             | Yes        |   |
| e      | Canteen facilities for the bidder's staff, supervisors and engineers etc                                       |                             | Yes        |   |
| f      | Fire fighting equipments like buckets, extinguishers etc   |                             | Yes        |   |
| g      | Fencing of storage area, office, canteen etc of the bidder   |                             | Yes        |   |
| 3.1.2  | <b>FOR LIVING PURPOSES OF THE BIDDER</b>   |                             |            |   |
| a      | Open space for labor colony (as per availability)  |                             | Yes        |   |
| b      | Labor Colony with internal roads, sanitation, complying with statutory requirements                            |                             | Yes        |   |
| 3.2.0  | <b>ELECTRICITY</b>   |                             |            |   |
| 3.2.1  | <b>Electricity for construction purposes 3 Phase 415/440 V (To be specified whether chargeable or free)</b>    |                             |            | <b>Chargeable @ Rs 5 per KWH.</b>   |
| a      | Single point source  | <b>YES</b>                  |            |   |

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

| Sl.No. | Description<br><b>PART I</b>   | 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  | <b>Electricity for the office, stores, canteen etc of the bidder(to be specified whether chargeable or free)</b> |                             |        |                                  |
| a      | Single point source  | <b>YES</b>                  |        |                                  |
| b      | Further distribution including all materials, Energy Meter, Protection devices and its service                   |                             | Yes    |                                  |
| c      | Duties and deposits including statutory clearances if applicable   |                             | Yes    |                                  |
| 3.2.3  | <b>Electricity for living accommodation of the bidder's staff, engineers, supervisors etc</b>                    |                             | 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  | <b>WATER SUPPLY</b>  |                             |        |                                  |
| 3.3.1  | <b>For construction purposes:(to be specified whether chargeable or free)</b>                                    |                             |        | <b>Chargeable @ Rs 9 per CuM</b> |
| a      | Making the water available at single point   | <b>YES</b>                  |        |                                  |
| b      | Further distribution as per the requirement of work including supply of materials and execution                  |                             | Yes    |                                  |
| 3.3.2  | <b><u>Water supply for bidder's office, stores, canteen etc</u></b>  |                             |        |                                  |
| a      | Making the water available at single point   | <b>YES</b>                  |        |                                  |
| b      | Further distribution as per the requirement of work including supply of materials and execution                  |                             | Yes    |                                  |
| 3.3.3  | <b><u>Water supply for Living Purpose</u></b>  |                             |        |                                  |

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

| Sl.No. | Description<br><b>PART I</b>  | Scope / to be taken care by |            | Remarks |
|--------|---|-----------------------------|------------|---------|
|        |   | BHEL                        | Bidder     |         |
| a      | Making the water available at single point  |                             | Yes        |         |
| b      | Further distribution as per the requirement of work including supply of materials and execution   |                             | Yes        |         |
| 3.4.0  | <b>LIGHTING</b>   |                             |            |         |
| a      | For construction work (supply of all the necessary materials)<br>1. At office/storage area<br>2. At the preassembly area<br>3. At the construction site /area       |                             | Yes        |         |
| b      | For construction work (execution of the lighting work/ arrangements)<br>1. At office/storage area<br>2. At the preassembly area<br>3 At the construction site /area |                             | Yes        |         |
| c      | Providing the necessary consumables like bulbs, switches, etc during the course of project work   |                             | Yes        |         |
| d      | Lighting for the living purposes of the bidder at the colony / quarters   |                             | Yes        |         |
| 3.5.0  | <b>COMMUNICATION FACILITIES FOR SITE OPERATIONS OF THE BIDDER</b>   |                             |            |         |
| a      | Téléphone, fax, internet, intranet, e-mail etc.   |                             | Yes        |         |
| 3.6.0  | <b>COMPRESSED AIR wherever required for the work</b>  |                             | Yes        |         |
| 3.7.0  | <b>Demobilization of all the above facilities</b>   |                             | <b>YES</b> |         |
| 3.8.0  | <b>TRANSPORTATION</b>   |                             |            |         |
| a      | For site personnel of the bidder  |                             | Yes        |         |
| b      | For bidder's equipment and consumables (T&P, Consumables etc)   |                             | Yes        |         |

**TECHNICAL CONDITIONS OF CONTRACT (TCC)**  
**Chapter – IV: T&Ps and MMEs to be deployed by Contractor**

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**Following Major T&Ps to be arranged by contractor within the time as indicated against each T&P:**

| S.NO | Major T&P items for each individual package   | Broad Mobilizing time from LOI date           |
|------|---|---|
| 01   | 2 nos. dumper ( 20 T and above capacity)  | Within 10 days from date of placement of LOI. |
| 02   | 1 no. dozer/JCB.  | As per site requirement.                      |
| 03   | T&P shown in the above mentioned list are based on progress requirement. Mobilization schedule and no. required to be mobilized as mutually agreed at site for major T&Ps, have to be adhered to and no change will be permitted without written approval of BHEL. Further requirement will be reviewed time to time at site and contractor will provide additional T&P/ equipment's to ensure completion of entire work within schedule time without any financial implication to BHEL. All other T&Ps shall be provided by the contractor without any extra cost to BHEL. Vendor will give advance intimation & certification regarding capacity etc. prior to dispatch of heavy equipment. |   |
| 04   | All T&P and all IMTEs, which are required for successful and timely execution of the work covered within the scope of this tender, shall be arranged and provided by the contractor at his own cost in working condition.   |   |

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

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**BHEL WILL NOT PROVIDE ANY T & P's FOR THIS WORK**

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – VI: TIME SCHEDULE

### 6.1 TIME SCHEDULE & MOBILIZATION

#### 6.1.1 INITIAL MOBILIZATION AND TENTATIVE SCHEDULE

The date of start of this contract period will be from **the 7<sup>th</sup> day** of issue of LOI.

The contractor has to complete the entire work to achieve the following **tentative** schedule:

| ACTIVITY   | SCHEDULE OF COMPLETION              |
|--|-------------------------------------|
| Area cleaning work through cutting of trees, stacking of usable materials identified by BHEL/ONGC at suitable location and disposal of unused materials, complete micro grading of entire plant area, specifications and as per directions of Engineer in charge at ONGC Hazira Site | 30 days from the start of contract. |

#### 6.1.2

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

#### 6.1.3

Contractor shall have to work round the clock on such critical activities as a part of catch up programme to meet the project requirement to the extent possible and shall also provide required resources as part of scope of work.

#### 6.1.4 Start of Contract Period and Duration.

The total contract period for completion of entire work s as per tender specification shall be **30 (Thirty) Days from the date of start of contract.**

#### 6.1.5 Completion of Work

Work completion shall be treated only after successfully completion of work as defined in contract and on certification of BHEL Engineer–In–Charge.

### 6.2 Progress Monitoring, Contract Extension and Over Run

#### 6.2.4 Progress Monitoring

Progress will be reviewed periodically (daily / weekly / monthly) including month end review vis-à-vis the plans drawn as above. The contractor shall submit periodical progress reports, and other reports / information including manpower, consumables etc as desired by BHEL.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – VII: TERMS OF PAYMENT

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### 7.00 TERMS OF PAYMENT

#### 7.0.1

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

#### NO PVC AND ORC IS APPLICABLE

#### 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 on certification by BHEL's Engineer in charge in final bill after successful completion of work.

#### 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 labor wages and other dues in the meanwhile.

#### 7.0.5

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

Name of the Company

Name of Bank

Name of Bank Branch

City/Place

Account Number

Account type

IFSC code of the Bank Branch

MICR Code of the Bank Branch

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

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – VII: TERMS OF PAYMENT

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### **7.0.6 Progressive Payment for Work:**

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

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-VIII: Taxes and Other Duties

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### **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)

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-VIII: Taxes and Other Duties

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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 '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~~

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-VIII: Taxes and Other Duties

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~~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**

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.

**SPECIAL CONDITIONS OF CONTRACT (SCC)**  
**CHAPTER IX –DRAWINGS**

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**FOLLOWING DRAWINGS ARE ENCLOSED WITH THE TENDER:-**

Following Drawings are enclosed with the tender

| SN | Title        | Document ref. no.    |
|----|--------------|----------------------|
| 01 | Plant Layout | 1-38142-13071 Rev 01 |

**Note**

The above listed drawing is tentative and strictly for tender purpose only. Change in the drawing, if any, will be intimated during execution. These drawings are the property of BHEL and should not be made use of by the contractor except for the purpose of implementing this contract. All these drawings should be returned to BHEL on completion of the work. The interpretation of BHEL engineer regarding the details shown in the details shown in the drawing shall be final, conclusive and binding.