

TENDER SPECIFICATION

NO: BHE/PW/PUR/DHJOI-CHA/952

Collection of documents at intermittent stages from Incharge BHEL OPaL Dahej, Their processing and Endorsement from SEZ Development Commissioner and obtain the BOE number, BOE, ARE-1 for goods / materials / Services (based on LRBs/Direct Imports/Consignment Note Numbers) supplied from BHEL and its vendors from indigenous (all over India) & imported (all over the world) sources from different locations / Vendors / Traders / Sub-contractors for regular erection & commissioning and returnable basis to above OPaL Dahej project which is under SEZ and handing over all related documents to Incharge BHEL OPaL Dahej for the sequence of activities and the services of Clearance and Handling Agent (CHA) as per tender specification to enable BHEL & its Vendors/Traders/Sub-contractors to avail the Tax benefits of SEZ:

AT

**2X30MW STG + 2X220 TPH UB + 4XFr6 B GT + 4X110 TPH HRSG AT
OPaL, DAHEJ- BHARUCH, GUJARAT**

TECHNICAL BID - VOLUME- I

TENDER SPECIFICATIONS CONSISTS OF:

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



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

CONTENTS			
Volume No	Description	Hosted in website bhel.com as files titled	No. of pages
NIL	Tender Specification Issue Details	(Part of <u>Vol-IA-952</u>)	1
NIL	Notice Inviting Tender	(Part of <u>Vol-IA-952</u>)	13
I-A	Technical Conditions of Contract	Vol-IA-952	18
I-B	Special Conditions of Contract	Vol-IBCD-952	47
I-C	General Conditions of Contract	(Part of <u>Vol-IBCD-952</u>)	29
I-D	Forms & Procedures	(Part of <u>Vol-IBCD-952</u>)	54
II	Price Bid Specification	Vol-II-952	

LEGEND:

This document (i.e. NIT & Vol-I A) is issued as one booklet.

\$: **“Vol I -B, I-C, I-D” of Part-I (Vol- I) issued as separate booklet.**

@: **Price bid is** issued as a separate hard copy booklet ‘Tender Specifications – Volume-II (Price Bid-952)’.

NOTE : VOLUME – I-A, B-C-D ARE A PART OF TECHINCAL BID.

TENDER SPECIFICATION

NO: BHE/PW/PUR/ DHJOI-CHA/952

Collection of documents at intermittent stages from Incharge BHEL OPaL Dahej, Their processing and Endorsement from SEZ Development Commissioner and obtain the BOE number, BOE, ARE-1 for goods / materials / Services (based on LRBs/Direct Imports/Consignment Note Numbers) supplied from BHEL and its vendors from indigenous (all over India) & imported (all over the world) sources from different locations / Vendors / Traders / Sub-contractors for regular erection & commissioning and returnable basis to above OPaL Dahej project which is under SEZ and handing over all related documents to Incharge BHEL OPaL Dahej for the sequence of activities and the services of Clearance and Handling Agent (CHA) as per tender specification to enable BHEL & its Vendors/Traders/Sub-contractors to avail the Tax benefits of SEZ:

AT

**2X30MW STG + 2X220 TPH UB + 4XFr6 B GT + 4X110 TPH HRSG AT OPAL,
DAHEJ- BHARUCH, GUJARAT**

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.

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PLEASE NOTE:
THESE TENDER SPECS DOCUMENTS ARE NOT TRANSFERABLE.

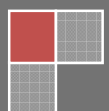
For Bharat Heavy Electricals Limited

DY. GENERAL MANAGER (Purchase)
Place: Nagpur
Date :

952

NOTICE INVITING TENDER

Bharat Heavy Electricals Limited



BHEL PSWR
Notice Inviting Tender

Tender Specification No : **BHE/PW/PUR/ DHJOI-CHA/952/OJ** Page 3 of 38

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 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/ DHJOI-CHA/952
ii	Broad Scope of job	<p>Collection of documents at intermittent stages from Incharge BHEL OPaL Dahej, Their processing and Endorsement from SEZ Development Commissioner and obtain the BOE number, BOE, ARE-1 for goods / materials / Services (based on LRBs/Direct Imports / Consignment Note Numbers) supplied from BHEL and its vendors from indigenous (all over India) & imported (all over the world) sources from different locations / Vendors / Traders / Sub-contractors for regular erection & commissioning and returnable basis to above OPaL Dahej project which is under SEZ and handing over all related documents to Incharge BHEL OPaL Dahej for the sequence of activities and the services of Clearance and Handling Agent (CHA) as per tender specification to enable BHEL & its Vendors/Traders/Sub-contractors to avail the Tax benefits of SEZ:</p> <p>FOR OPaL (ONGC PETRO ADDITIONS LIMITED) STEAM AND POWER GENERATION SYSTEM PACKAGE FOR DAHEJ PETROCHEMICAL COMPLEX AT 2X30MW STG + 2X220 TPH UB + 4XFr6 B GT + 4X110 TPH HRSG AT OPAL, DAHEJ- BHARUCH, GUJARAT.</p>
iii	DETAILS OF TENDER DOCUMENT	
PART-I(Technical Conditions of Contract)		
a	TCC consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc	Applicable
b	General Conditions of Contract (GCC)	Applicable
PART-II		
c	Price Schedule (Absolute value).	Applicable
iv	Issue of Tender Documents	04/01/2012 Applicable
v	DUE DATE & TIME OF OFFER SUBMISSION	Date : 16.01.2012 , Time :15.00Hrs Place : BHEL-PSWR, Nagpur Tenders being submitted through representative shall be handed over to Applicable

BHEL PSWR
Notice Inviting Tender

Tender Specification No : **BHE/PW/PUR/ DHJOI-CHA/952/OJ** Page 4 of 38

		any of the following BHEL officials after making entry/registration at the reception: Ranade/ Sr.Manager (Purchase) Vivek K Kamal / SrEngineer(Purchase)	
vi	OPENING OF TENDER	2 hours after the latest due date and time of Offer submission <i>Notes:</i> (1) In case the due date of opening of tender becomes a non-working day, tenders shall be opened on next working day at the same time. (2) Bidder may depute representative to witness the opening of tender	Applicable
vii	EMD AMOUNT	Rs 1,00,000/- (Rupees One Lakhs Only)	Applicable
viii	COST OF TENDER	Rs 2000/-	Applicable
ix	LAST DATE FOR SEEKING CLARIFICATION	Date: Atleast 3 days before the due date of offer submission Along with soft version also, addressing to undersigned & to others as per contact address given below Mr R K RANADE (rkranade@bhelpswr.co.in) Mr Vivek Kamal(vivekf@bhelpswr.co.in)	Applicable
x	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be Intimated by fax/email. Bidders to keep themselves updated with all such information	<u>APPLICABLE</u>

- 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

BHEL PSWR
Notice Inviting Tender

Tender Specification No : **BHE/PW/PUR/ DHJOI-CHA/952/OJ** Page 5 of 38

- 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 super scribed envelope (ENVELOPE-III)
- 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	
	ENVELOPE – I superscribed as : PART-I (TECHNO COMMERCIAL BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING:-	
i.	Covering letter/Offer forwarding letter of Tenderer.	
ii.	Duly filled-in 'No Deviation Certificate' as per prescribed format to be placed after document under sl no (i) above. Note: <ul style="list-style-type: none">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.b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding.<ul style="list-style-type: none">i). In case of acceptance of the deviations, appropriate loading shall be done by BHELii). In case of unacceptable deviations, BHEL reserves the right to reject the tender	
iii.	Supporting documents/ annexure/ schedules/ drawing etc as required in line with Pre-Qualification criteria. 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.	
iv.	All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc pertinent to this NIT.	

Tender Specification No : **BHE/PW/PUR/ DHJOI-CHA/952/OJ** Page 6 of 38

v.	Integrity Pact Agreement (Duly signed by the authorized signatory)	If applicable
vi.	Duly filled-in annexures, formats etc as required under this Tender Specification/NIT	
vii.	Notice inviting Tender (NIT)	
viii.	Volume – I A : <u>Technical Conditions of Contract (TCC)</u> consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc	
ix.	Volume – I B : <u>Special Conditions of Contract (SCC)</u>	
x.	Volume – I C : <u>General Conditions of Contract (GCC)</u>	
xi.	Volume – I D : <u>Forms & Procedures</u>	
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	
	<u>ENVELOPE – II superscribed as:</u> PART-I (EMD/COST of TENDER) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:	
	CONTAINING THE FOLLOWING:-	
i.	1. Earnest Money Deposit (EMD) in the form as indicated in this Tender <div style="text-align: center;"><u>OR</u></div> Documentary evidence for 'One Time EMD' with the Power Sector Region of BHEL floating the Tender 2. Cost of Tender (Demand Draft or copy of Cash Receipt as the case may be)	

	PART-II	
	PRICE BID consisting of the following shall be enclosed	
	<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)	

BHEL PSWR
Notice Inviting Tender

Tender Specification No : **BHE/PW/PUR/ DHJOI-CHA/952/OJ** Page 7 of 38

	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 No Deviation with respect to tender clauses and no additional clauses/ suggestions/ in Techno-commercial bid/ Price bid shall normally 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 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 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. No additional claim shall be entertained by BHEL in future, on account of non-acquaintance of above.
- 10.0 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.
- 11.0 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.

BHEL PSWR
Notice Inviting Tender

Tender Specification No : **BHE/PW/PUR/ DHJOI-CHA/952/OJ** Page 8 of 38

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- 12.0 Unless specifically mentioned otherwise, bidder's quoted price shall be deemed to be in compliance with tender.
- 13.0 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 pre-qualification evaluation/ techno-commercial bids, etc. and date of opening of price bids shall be intimated to only such bidders.
- 14.0** 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.
- 15.0 Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) or specified otherwise in SCC of tender.
- 16.0 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.
- 17.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 18.0 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.
- 19.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 20.0 BHEL reserves the right to reject any tender on the basis of unsatisfactory performance of the bidder in any ongoing job or any similar job in the last seven years or for furnishing false information/declaration in the offer.
- 21.0 **Liquidated Damages/Penalty:** BHEL will impose Liquidated Damages and Penalty as per suitable clauses in the respective Tender Specifications on account of delay, violation of contract conditions and non-performance attributable to the contractor.
- 22.0 LATE TENDER:** Tender received after the specified date and time of submission shall not be considered in any circumstances.
- 23.0** A bidder must satisfy **all the Qualifying Requirements** stipulated under 'C', 'D' etc of this tender concurrently in order to get qualified.
- 24.0 Order of Precedence

BHEL PSWR
Notice Inviting Tender

Tender Specification No : **BHE/PW/PUR/ DHJOI-CHA/952/OJ** Page 9 of 38

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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 (Part-II)
- d. Technical Bid (Part-I)
- e. General Conditions of Contract (GCC)

for BHARAT HEAVY ELECTRICALS LTD
(SCT)

Enclosure

01. Annexure-1: Pre Qualifying criteria.
02. Annexure-2: Check List.
03. Annexure-3: Important Information.

BHEL PSWR
Notice Inviting Tender

Tender Specification No : **BHE/PW/PUR/ DHJOI-CHA/952/OJ** Page 10 of 38

ANNEXURE - 1

PRE QUALIFYING CRITERIA

JOB	Collection of documents at intermittent stages from Incharge BHEL OPaL Dahej, Their processing and Endorsement from SEZ Development Commissioner and obtain the BOE number, BOE, ARE-1 for goods / materials / Services (based on LRBs/Direct Imports / Consignment Note Numbers) supplied from BHEL and its vendors from indigenous (all over India) & imported (all over the world) sources from different locations / Vendors / Traders / Sub-contractors for regular erection & commissioning and returnable basis to above OPaL Dahej project which is under SEZ and handing over all related documents to Incharge BHEL OPaL Dahej for the sequence of activities and the services of Clearance and Handling Agent (CHA) as per tender specification to enable BHEL & its Vendors/Traders/Sub-contractors to avail the Tax benefits of SEZ: FOR OPaL (ONGC PETRO ADDITIONS LIMITED) STEAM AND POWER GENERATION SYSTEM PACKAGE FOR DAHEJ PETROCHEMICAL COMPLEX AT 2X30MW STG + 2X220 TPH UB + 4XFr6 B GT + 4X110 TPH HRSG AT OPAL, DAHEJ- BHARUCH, GUJARAT.
TENDER NO	BHE/PW/PUR/ DHJOI-CHA/952

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
C	<u>Technical</u> Bidder must have provided services of Clearance and Handling agent to avail the Tax benefits of SEZ projects in last seven years as on 31.12.2011.	APPLICABLE	
D1	<u>Financial</u> <u>TURNOVER</u> Bidders must have achieved an average annual financial turnover (Audited) of Rs 24 Lakhs or more over last three Financial Years (FY) i.e. 2008-2009, 2009-2010, 2010-2011.	APPLICABLE	
D2	NETWORTH Net worth of the Bidder based on the latest Audited Accounts as furnished for 'D1' above should be positive	APPLICABLE	

BHEL PSWR
Notice Inviting Tender

Tender Specification No : **BHE/PW/PUR/ DHJOI-CHA/952/OJ** Page 11 of 38

D3	PROFIT Bidder must have earned cash profit in any one of the three Financial Years as applicable in the last three years defined in 'D1' above based on latest Audited Accounts.	APPLICABLE	
	Explanatory Notes for PQR 'D'- 'Financial' 1. Net Worth = Paid up share capital* + Reserves (* : Share Capital OR Partnership Capital OR Proprietor Capital as the case may be) 2. Profit shall be NET Profit (PAT + Non Cash Expenditure viz depreciation). 3. In case audited financial statement have not been submitted for all the three years as indicated in 'D1' above, then applicable audited statement submitted by the bidder against the requisite three year, will be averaged for three years.		

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/ DHJOI-CHA/952/OJ** Page 12 of 38

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	Details of Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Fax No:	
4	EMD DETAILS	DD No: Date : Bank : Amount: <u>Please tick (√) whichever applicable:-</u> ONE TIME EMD / ONLY FOR THIS TENDER	
5	Validity of Offer	TO BE VALID FOR SIX MONTHS FROM LATEST DUE DATE OF TECHNICAL BID OPENING	
		APPLICABILITY	BIDDER REPLY
6	Whether the format for compliance with PRE QUALIFICATION CRITERIA (ANNEXURE-I) is understood and filled with proper supporting documents referenced in the specified format	Applicable	YES / NO
7	Audited profit and Loss Account for the last three years	Applicable	YES/NO
8	Copy of PAN Card	Applicable	YES/NO
9	Whether all pages of the Tender documents including annexures, appendices etc are read understood and signed	Applicable	YES/NO
10	Declaration by Authorised Signatory	Applicable	YES/NO
11	No Deviation Certificate	Applicable	YES/NO
12	Declaration confirming knowledge about Site Conditions	Applicable	YES/NO
13	Declaration for relation in BHEL	Applicable	YES/NO
14	Bank Account Details for E-Payment	Applicable	YES/NO
15	Power of Attorney for Submission of Tender/Signing Contract Agreement	Applicable	YES/NO
16	BIDDER HAS FAMILIARIZED HIMSELF WITH ALL RELEVANT LOCAL LAWS & CONDITIONS	Applicable	YES/NO
17	COPY OF SIMILAR WORK EXECUTED IN THE PAST 7 YEARS	Applicable	YES/NO

NOTE : STRIKE OFF 'YES' OR 'NO', AS APPLICABLE

DATE :

AUTHORISED SIGNATORY
(With Name, Designation and Company seal)

BHEL PSWR
Notice Inviting Tender

Tender Specification No : **BHE/PW/PUR/ DHJOI-CHA/952/OJ** Page 13 of 38

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ANNEXURE 3:

IMPORTANT INFORMATION

1.The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site (www.bhel.com ---> Tender Notification -> List of Banned Firms)

DECLARATION SHEET
(Refer Clause 1.19.8 of General Instructions to the Tenderer)

The Bidders are requested to furnish the following information while quoting, failing which their offer will be summarily rejected.

1. Whether any relative(s) of Partner/Director : **YES/ NO**
/Owner is presently employed in BHEL? (If yes, please give
particulars)
If so, his connection with the Firm
2. Whether any BHEL employee is : **YES/NO** (If yes, please give
Holding any share in Firm? particulars)

Signature of the Tenderer

Note:

1. Attach separate sheet, if necessary.
2. If the BHEL Management comes to know, at a later date, that the information furnished by the Bidder is false, suitable action will be taken according to law against the contractor

DECLARATION BY BIDDER'S AUTHORIZED SIGNATORY

TENDER SPECIFICATION No. BHE/PW/PUR/ DHJOI-CHA/952/OJ

I, _____ HEREBY CERTIFY THAT ALL THE INFORMATION AND DATA FURNISHED BY ME WITH REGARD TO THIS TENDER SPECIFICATION ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE. I HAVE GONE THROUGH THE SPECIFICATIONS, CONDITIONS AND STIPULATIONS IN DETAIL AND AGREE TO COMPLY WITH THE REQUIREMENTS AND INTENT OF THE SPECIFICATION. I FURTHER CERTIFY **THAT I AM DULY AUTHORISED REPRESENTATIVE OF THE UNDERMENTIONED BIDDER AND A VALID POWER OF ATTORNEY TO THIS EFFECT IS ALSO ENCLOSED.**

DATE:

SIGNATURE OF AUTHORIZED SIGNATORY WITH SEAL

CERTIFICATE CONFIRMING KNOWLEDGE ABOUT SITE CONDITIONS

TENDER SPECIFICATION No. BHE/PW/PUR/RGIT-CRH/941-942/OJ

We, M/s
hereby declare and confirm that we have visited the project site(s) for which we have submitted our offer and acquired full knowledge and information about the site conditions.

We further confirm that the above information is true and correct and we shall not be eligible for any additional payment of any nature due to lack of knowledge or non-familiarization of site conditions.

BIDDER'S NAME AND ADDRESS:

SIGNATURE & OFFICIAL SEAL OF BIDDER'S
AUTHORISED SIGNATORY

PLACE:

DATE:

CERTIFICATE OF NO-DEVIATION

TENDER SPECIFICATION No. BHE/PW/PUR/ DHJOI-CHA/952/OJ

I/WE, M/s

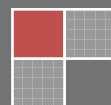
HEREBY CERTIFY THAT NOTWITHSTANDING ANY CONTRARY INDICATIONS/ CONDITIONS ELSEWHERE IN OUR OFFER DOCUMENTS, I/WE HAVE NEITHER SET ANY TERMS AND CONDITIONS NOR THERE IS ANY DEVIATION TAKEN FROM THE CONDITIONS OF BHEL'S TENDER SPECIFICATIONS, EITHER TECHNICAL OR COMMERCIAL, AND I/WE AGREE TO ALL THE TERMS AND CONDITIONS MENTIONED IN BHEL'S TENDER SPECIFICATION WITH ASSOCIATED AMENDMENTS AND CLARIFICATIONS.

Signature of the Bidder

Date:

TECHNICAL CONDITIONS OF CONTRACT (TCC)

BHARAT HEAVY ELECTRICALS
LIMITED



TECHNICAL CONDITIONS OF CONTRACT (TCC)

CONTENTS

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

TECHNICAL CONDITIONS OF CONTRACT (TCC)

CONTENTS

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - I : Project Information

1.0	Project Information
1.1	<p>INTROUCTION</p> <p>ONGC Petro Additions Limited (OPaL) is setting up a Petrochemical Complex at Dahej in the state of Gujarat, India. The complex consist of dual feed Ethylene Cracker of 1100 KTPA capacity.</p> <p>The scope of the present project is to set up a steam and power generation system to primarily meet the process steam requirement and incidentally generate power to partly meet the power requirement for the Petrochemical Complex. The project shall consist of 2X220 TPH Utility Boilers, 2X30 MW STG, 4XFr6B GTG and 4X110 TPH HRSG with associated auxiliary systems and accessories.</p> <p>BHEL has been awarded the EPC package comprising of system design, detailed engineering, manufacturing, procurement, civil works, supply, fabrication, inspection, transportation, storage, installation, insurance, testing, mechanical completion, pre-commissioning, commissioning and performance guarantee test runs of the complete system. The project is to be completed within 30 months from zero date i.e. 15/04/2011.</p> <p>Site information</p> <p>a) Location : Dahej SEZ near Village Ambhetha at Dahej, District-Bharuch, Gujarat</p> <p>b) Longitude : 21°40'47"N to 21°41'48"N</p> <p>c) Latitude : 72°35'24"E to 72°36'44"E</p> <p>d) Nearest Railway Station : Bharuch – 45 km</p> <p>e) Nearest Town : Bharuch - 45 Km, Vadodara - 140 Km</p> <p>f) Nearest Port : Dahej - 10 Km</p> <p>g) Nearest Air Port : Vadodara - 140 km</p> <p>h) Access Road : Bharuch-Dahej State Highway - SH6 - 1.2 Km</p> <p>i) Height above mean sea level : Mean Sea Level (MSL) = 5.1M w.r.t. Chart datum Finished Grade Level (FGL)=6.6M/ 7.1M/ 7.6M above MSL</p>
1.2	<p><u>CLIMATIC CONDITIONS</u></p> <p>1. <u>Seismic data</u></p> <p>a. Zone : III</p> <p>2. Air Temperature</p>

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - I : Project Information

	a. Air Temperature Max/Min	: 40° C / 13° C
	b. Design dry bulb Temp Max/Min	: 42° C / 29° C
	3. Relative Humidity	: 90%@ 42 °C
	4. Rainfall	
	Annual Rainfall	: 1000 mm
	5. Wind velocity/ direction	
	a. March- October	: 44 km/h/ South west
	b. November- February	: 15KM/Hr/ North west/North/ North East
	6. Climatic Conditions	: Tropical

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

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – V: T&Ps and MMEs to be deployed by BHEL on sharing basis

1.0 BHEL has received an order for execution of 2x220 MW TPH Utility Boilers, 2x30 MW Steam Turbine Generating sets, 4x110 TPH Heat Recovery Steam Generators, 4xFr6 Gas Turbine Generating sets based Co-gen. Plant along with associated Auxiliaries, Civil Works and Balance of Plant for OPaL Dahej project which is coming under SEZ at Dahej in Gujarat State.

The supply of goods & services shall be effected by various units of BHEL located at Hyderabad, Tiruchirapalli, Ranipet, Bangalore, Bhopal, Jhansi, Mumbai, Delhi, Chennai, Nagpur / Dahej site and also their vendors (Indian & Foreign).

2.0 SCOPE OF WORK:

The work to be carried out under the scope of these specifications is broadly as under:

2.1

Collection of documents at intermittent stages from Incharge BHEL OPaL Dahej project site, Their processing and Endorsement from SEZ Development Commissioner at OPaL Dahej and obtain the BOE number, BOE, ARE-1 for goods / materials / Services (based on LRBs/Direct Imports/ Consignment Note Numbers) supplied from BHEL and its vendors from indigenous (all over India) & imported (all over the world) sources from different locations / Vendors / Traders / Sub-contractors for regular erection & commissioning and returnable basis to above OPaL Dahej project which is under SEZ and handing over all related documents to Incharge BHEL OPaL Dahej project site. The sequence of activities and the services of Clearance and Handling Agent (CHA) under this tender specification shall be as per followings to enable BHEL & its Vendors/Traders/Sub-contractors to avail the Tax benefits of DAHEJ SEZ within agreed time schedule:

2.2.

To enable BHEL to understand that CHA Vendor has fully understood the requirements of BHEL / their vendors and also to understand the further requirements of CHA vendors and resolve the issues of CHA vendors for smooth & timely uninterrupted operations of CHA vendor, BHEL has organised Pre-bid meeting tentatively on 05/01/2012 at BHEL Power Sector Western Region, Nagpur. In case of any change in date, these shall be intimated through corrigendum & will be hosted in our website. CHA vendors shall attend / depute their authorised representative for this Pre-bid meeting positively.

2.3

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – V: T&Ps and MMEs to be deployed by BHEL on sharing basis

BHEL (Hyderabad, Tiruchirapalli, Ranipet, Bangalore, Bhopal, Jhansi, Mumbai, Delhi, Chennai, Nagpur / Dahej) and its vendors prior to dispatch of goods / materials will send the following documents to enable the CHA agent to carry out the first part of activities:

- (a) Bill of Export
- (b) Excise Invoice / Commercial Invoice
- (c) Packing List

All above documents will be submitted by respective units of BHEL/Vendors/Traders/Sub-contractors to Incharge BHEL OPaL Dahej project site at OPaL Dahej project (Local office). CHA agent will collect all above documents from BHEL OPaL Dahej project site. CHA Agent will process & get endorsed all these documents from SEZ Development Commissioner and obtain the **BILL OF EXPORT NUMBER** for respective dispatches within 5 working days. CHA Agent will hand over these endorsed documents with due **BILL OF EXPORT NUMBER** alongwith enclosures to Incharge BHEL OPaL Dahej project site for further onward forwarding to respective units / vendors / Traders / Sub-contractors of BHEL.

If any further additional documents / details, as required by CHA Agent to enable him to obtain **BILL OF EXPORT NUMBER**, it shall be intimated immediately to Incharge BHEL OPaL Dahej project and then obtain the same & process/ obtain endorsement on the documents.

2.4

BHEL and its vendors after receipt of **BILL OF EXPORT NUMBER** will dispatch the Goods / Materials to project site consigning these to OPaL Dahej A/c BHEL/ Vendor's name (if applicable) along with following as applicable documents duly numbering each document with relevant **BILL OF EXPORT NUMBER**:

- (a) Lorry Way Bill (LR)
- (b) Application for Removal of Excisable goods (**Form ARE-1**)
- (c) Excise Invoice / Commercial Invoice
- (d) Packing List
- (e) Copy of Endorsed Bill of Export
- (f) Form 701 & 702 for VAT (WCT), if applicable.
- (g) Form 402 & 403 for VAT / CST, if applicable
- (h) Chartered Accountants Certificate for exemption of Customs duty on imports of input materials, if applicable

Again all above documents will be submitted / forwarded by respective units of BHEL/Vendors/Traders/Sub-contractors with each consignment to Incharge BHEL OPaL Dahej project site office (Local office). CHA agent will collect all above documents from Incharge BHEL OPaL Dahej project site office and process & get endorsed all these

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – V: T&Ps and MMEs to be deployed by BHEL on sharing basis

documents with SEZ Development Commissioner at OPaL Dahej project within 5 working days. CHA Agent will hand over these endorsed documents to Incharge BHEL OPaL Dahej project site for further onward forwarding to respective units / vendors / Traders / Sub-contractors of BHEL. If any further additional documents / details are required by CHA Agent to enable him to get the endorsement, same shall be intimated immediately to Incharge BHEL OPaL Dahej project site and then obtain the same & process/ obtain endorsements on the documents.

In all cases the consignee shall be OPaL-DAHEJ, A/C BHEL

2.5

To obtain tax benefits against direct imports to SEZ, Bill of Entry document with enclosures shall be collected by CHA Agent from Incharge BHEL OPaL Dahej project site and process & get endorsed all these documents with SEZ Development Commissioner within 5 working days. CHA Agent will hand over these endorsed documents to Incharge BHEL OPaL Dahej project for further onward forwarding to respective units / vendors / Traders / Sub-contractors of BHEL. If any further additional documents / details are required by CHA Agent to enable him to get the endorsement, same shall be intimated immediately to Incharge BHEL OPaL Dahej project site and then obtain the same & process/ obtain endorsements on the documents.

2.6

To avoid taxes on returnable goods, necessary documents required are to be advised by CHA and the same will be arranged by BHEL. CHA Agent will collect from Incharge BHEL OPaL Dahej project site and process & get endorsed all these documents with SEZ Development Commissioner within 5 working days. CHA Agent will hand over these endorsed documents to Incharge BHEL OPaL Dahej project site for further onward forwarding to respective units / vendors / Traders / Sub-contractors of BHEL. If any further additional documents / details are required by CHA Agent to enable him to get the endorsement, same shall be intimated immediately to Incharge BHEL OPaL Dahej project site and then obtain the same & process/ obtain endorsements on the documents.

2.7

If any other supplies are involved, CHA Agent will advice on documentation and carry out the requisite endorsement activities.

BHEL PSWR invites offers from reputed Clearing and Handling agents (CHA) with specific responsibility of arranging proper endorsements at DAHEJ-SEZ on documents within available time frame to enable BHEL manufacturing units or its vendors avail applicable tax benefits.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – V: T&Ps and MMEs to be deployed by BHEL on sharing basis

CHA will indicate the process for handling the documents and organizing endorsement at DAHEJ-SEZ. CHA would also be required to keep BHEL informed from time to time on the latest laws and notifications from SEZ authority during the contract period. CHA will also explain the processes involved for appreciation of all the concerned parties. CHA will also keep BHEL informed about ant Taxes / Duties / CESS / Levies etc. which are applicable despite following SEZ procedures & this project falling under SEZ, to enable BHEL to take up with ultimate customer accordingly. Also in case of rejection / refusal of exemptions, CHA immediately on knowing shall inform BHEL. Suggested course of action shall be advised by CHA in all above cases. CHA vendor will also be responsible to update / apprise BHEL for any other approval as required from SEZ Authority (existing OR future) based on BHEL documentation, which may be required in case not specified as above.

2.8 ACCOMMODATION & TRANSPORTATION OF SATFF DEPLOYED.

All transportation and accommodation arrangements for staff deployed by CHA vendor shall be the responsibility of CHA Vendor at his own expenses. BHEL shall not provide any such above arrangements / Space etc. what soever.

2.9 ADHRENCE TO STATUTORY REQUIREMENTS WITH REGARD TO LABOUR & WELFARE LAWS AND SAFETY ARRANGEMENTS:

CHA vendor shall abide & comply by all Statutory requirements related to Minimum wages act, Labour Welfare & CESS act, Safety & Insurance, Provident Fund Acts etc. as applicable in respective State of Country. CHA vendor shall have submit the proof to Incharge BHEL OPaL Dahej project of adherence of all above related Statutory requirement acts.

2.10 GENERAL:

2.10.1 CHA vendor shall have to maintain the daily records of all documents handed over by Incharge BHEL OPaL Dahej project and documents returned by him with due completion of all above operations / procedures / formalities.

2.10.2 It is the responsibility of CHA to liaison with Statutory / SEZ / Tax Authorities / Local Bodies / State Govt. Authorities etc. in order OR

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – V: T&Ps and MMEs to be deployed by BHEL on sharing basis

other operations and General Conditions of Contract (GCC) of BHEL shall be applicable & binding on contractor.

2.10.3 With regard to other purposes, which are not specifically mentioned in this specification, the General Conditions of Contract (GCC) of BHEL (as attached) shall be applicable & binding on contractor .

Sl.No	Description	Scope / to be taken care by		Remarks
		BHEL	Bidder	
3.1	PART I ESTABLISHMENT			
3.1.1	FOR CONSTRUCTION PURPOSE:			
a	Open space for office (as per availability)	Yes		Location will be finalized after joint survey with owner
b	Open space for storage (as per availability)	Yes		Location will be finalized after joint survey with owner
c	Construction of bidder's office, canteen and storage building including supply of materials and other services		Yes	
d	Bidder's all office equipments, office / store / canteen consumables		Yes	
e	Canteen facilities for the bidder's staff, supervisors and engineers etc		Yes	
f	Fire fighting equipments like buckets, extinguishers etc		Yes	
g	Fencing of storage area, office, canteen etc of the bidder		Yes	
3.1.2	FOR LIVING PURPOSES OF THE BIDDER			

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

Sl.No	Description PART I	Scope / to be taken care by		Remarks
		BHEL	Bidder	
a	Open space for labour colony (as per availability)		Yes	Contractor has to make his own arrangements for space, shelter and transportation of labours as per their requirement.
b	Labour Colony with internal roads, sanitation, complying with statutory requirements		Yes	
3.2.0	ELECTRICITY			
3.2.1	Electricity for construction purposes 3 Phase 415/440 V (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	
3.2.2	Electricity for the office, stores, canteen etc of the bidder.			Contractor has to make his own arrangement.
a	Single point source		Yes	
b	Further distribution including all materials, Energy Meter, Protection devices and its service		Yes	
c	Duties and deposits including statutory clearances if applicable		Yes	
3.2.3	Electricity for living accommodation of the bidder's staff, engineers, supervisors etc		Yes	Contractor has to make his own arrangement.
a	Single point source		Yes	

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

Sl.No	Description PART I	Scope / to be taken care by		Remarks
		BHEL	Bidder	
b	Further distribution including all materials, Energy Meter, Protection devices and its service		Yes	
c	Duties and deposits including statutory clearances if applicable		Yes	
3.3.0	WATER SUPPLY			
3.3.1	For construction purposes: (to be specified whether chargeable or free)			
a	Making the water available at single point		yes	Contractor has to make his own arrangement.
b	Further distribution as per the requirement of work including supply of materials and execution		Yes	
3.3.2	Water supply for bidder's office, stores, canteen etc			
a	Making the water available at single point			Contractor has to make his own arrangement.
b	Further distribution as per the requirement of work including supply of materials and execution		Yes	
3.3.3	Water supply for Living Purpose			Contractor has to make his own arrangement.
a	Making the water available at single point		Yes	

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

Sl.No	Description PART I	Scope / to be taken care by		Remarks
		BHEL	Bidder	
b	Further distribution as per the requirement of work including supply of materials and execution		Yes	
3.4.0	LIGHTING			
a	For construction work (supply of all the necessary materials) 1. At office/storage area 2. At the preassembly area 3. At the construction site /area		Yes	
b	For construction work (execution of the lighting work/ arrangements) 1. At office/storage area 2. At the preassembly area 3 At the construction site /area		Yes	
c	Providing the necessary consumables like bulbs, switches, etc during the course of project work		Yes	
d	Lighting for the living purposes of the bidder at the colony / quarters		Yes	
3.5.0	COMMUNICATION FACILITIES FOR SITE OPERATIONS OF THE BIDDER			
a	Téléphone, fax, internet, intranet, e-mail etc		Yes	
3.6.0	COMPRESSED AIR wherever required for the work		Yes	
3.7.0	Demobilization of all the above facilities		YES	
3.8.0	TRANSPORTATION			

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

Sl.No	Description PART I	Scope / to be taken care by		Remarks
		BHEL	Bidder	
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 3.9.0 ERECTION FACILITIES	Scope / to be taken care by		Remarks
		BHEL	Bidder	
3.9.1	Engineering works for construction:			
a	Providing the documents for scope covered under this scope	Yes		
d	Shipping lists etc for reference and planning the activities	Yes		
c	Daily work plan		Yes	In consultation with BHEL

5.1 All required arrangements related with operations of CHA Vendor for works under this specifications shall be provided by CHA vendor as part of scope of CHA vendor services.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – VII: Terms of Payment

7.1 TIME SCHEDULE & MOBILIZATION

7.1.1 INITIAL MOBILIZATION

After receipt of fax **Letter of Intent (LOI)**, Contractor shall discuss with Incharge BHEL OPaL Dahej project site / Construction Manager regarding initial mobilization. Contractor shall mobilize necessary resources within 10 days of issue of fax letter of intent or as per the directive of Project Manager / Construction Manager. Such resources shall be progressively augmented to match the schedule of milestones and commissioning.

7.1.2 MOBILIZATION FOR UNDERTAKING THE CHA SERVICES ETC.

The activities for CHA services shall be started as per directions of Construction Manager of BHEL. Contractor shall mobilise further resources (in addition to those which are required for day to day activities) as per requirement for timely completion of CHA endorsement activities. .

7.2 CONTRACT PERIOD

The contract period will be **25 months** and contract period will commence after endorsement of first set of documents on handover by Incharge BHEL OPaL Dahej project to CHA Agent. BHEL at its discretion may extend the contract period for additional period of 6 months and shall be binding on contractor to render the desired CHA services.

7.3 TERMS OF PAYMENT: Terms of payment shall be decided and intimated to CHA vendor after Pre-bid discussions.

7.3.1

The final awarded rate of contract shall remain firm for the entire contract period & all extended period. No PVC & No ORC shall be applicable for CHA services under this tender specification.

7.3.2

The Rate beyond Contract period and extended period (i.e. 31 months) are to be mutually discussed & settled.

7.3.3

Security Deposit, Release of Security Deposit and Rights of BHEL shall be as per General Conditions of Contract.

7.3.4

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – VII: Terms of Payment

CHA vendor shall have to strictly abide by time frame as mentioned in respective relevant clauses for getting endorsement of documents & obtain the desired documents. For any delay in endorsement of documents beyond specified period (5 working days) provision of recovery at the rate of twice of awarded LRB/Direct Import rate is kept for each delayed LRB/Direct Import.

7.3.5

Periodicity of payment will be on monthly RA bill basis after submission of invoice for the works carried out during previous month.

7.3.6

CHA has to submit their offer in terms of Rupee per set of LRB/Direct Import with all related document & stages of operations as mentioned above in Part-II Price Bid. Applicable taxes etc may also be indicated to be paid extra.

7.3 Variation in Quantities & Consequential Price variation:

- (a) For variation upto plus / minus 20% of indicated quantity (which shall be indicated in Price Bid & will invited after Pre-bid discussion) the awarded rate shall remain firm.
- (b) For variation beyond plus 20%, the rate shall be 95% of awarded rate.
- (c) For variation beyond minus 20%, the rate 105% of awarded rate for quantities decreasing less than as per above calculation of indicated quantity of Price-Bid and will be compensated at the end of completion of contract.

SPECIAL CONDITIONS OF CONTRACT (SCC)

CHAPTER X –APPENDIX

8.1 TAXES, DUTIES, LEVIES

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

OPAL DAHEZ Project falls under SEZ “Special Economic Zone” as such Service Tax is exempted for this project.

Contractor should ensure as flows.

- a) Invoices raised by contractor should state the wording that “ Services provided Within the SEZ”
- b) Invoices should also bear the name of customer i.e. “OPAL Dahej”

8.1.3 VAT (Sales Tax /WCT)

As regards Value Added Tax (VAT) 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 **exclusive** of the same. Where such taxes are required to be paid by the contractor, this will be reimbursed on production of proof of payment made to the authorities by the Contractor. 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. The contractor has to take all necessary steps to **minimize tax on input goods** by purchasing the materials from any registered dealer of the concerned state only. In case contractor opts for composition, it will be with the prior express consent of BHEL. Deduction of tax at source shall be made as per the provisions of law unless otherwise found exempted. In case tax is deducted at source as per the provisions of law, this is to be construed as an advance tax paid by the contractor and no reimbursement thereof will be made unless specifically agreed to.

8.1.4 Modalities of Tax Incidence on BHEL

SPECIAL CONDITIONS OF CONTRACT (SCC)

CHAPTER X –APPENDIX

Wherever the relevant tax laws permit more than one option or methodology for discharging the liability of tax/levy/duty, BHEL will have the right to adopt the appropriate one considering the amount of tax liability on BHEL/Client as well as procedural simplicity with regard to assessment of the liability. The option chosen by BHEL shall be binding on the Contractor for discharging the obligation of BHEL in respect of the tax liability to the Contractor.

8.1.5 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.

8.2 BUILDING & OTHER CONSTRUCTION WORKERS (REGULATION OF EMPLOYMENT AND CONDITIONS OF SERVICE) ACT, 1996 (BOCW Act) AND RULES OF 1998 READ WITH BUILDING & OTHER CONSTRUCTION WORKERS CESS Act, 1996 & CESS RULES, 1998.

In case any portion of work involves execution through building or construction workers, then compliance to the above titled Acts shall be ensured by the contractor and contractor shall obtain license and deposit the cess under the Act. In the circumstances it may be ensured as under:-

- i. It shall be the sole responsibility of the contractor in the capacity of employer to forthwith (within a period of 15 days from the award of work) apply for a licence to the Competent Authority under the BOCW Act and obtain proper certificate thereof by specifying the scope of its work. It shall also be responsibility of the contractor to furnish a copy of such certificate of licence / permission to BHEL within a period of one month from the date of award of contract.
- ii. It shall be the sole responsibility of the contractor as employer to ensure compliance of all the statutory obligations under these act and rules including that of payment / deposit of 1% cess on the extant of work involving building or construction workers engaged by the contractor within a period of one month from the receipt of payment.

SPECIAL CONDITIONS OF CONTRACT (SCC)

CHAPTER X –APPENDIX

- iii. It shall be the responsibility of the sub-contractor to furnish the receipts / challans towards deposit of the cess together with the number, name and other details of beneficiaries (building workers) engaged by the sub-contractor during the preceding month.
- iv. It shall be the absolute responsibility of the sub-contractor to make payment of all statutory payments & compensations to its workers including that is provided under the Workmen's Compensation Act, 1923.