

# **TENDER SPECIFICATION**

**NO: BHE/PW/PUR/ WR-CTOI/753**

**RENOVATION OF EXISTING TOILET BLOCK IN BHEL  
OFFICE LOCATED**

**AT  
BHEL – POWER SECTOR WESTERN REGION (PSWR)  
5TH & 6TH FLOOR, SHRI MOHINI COMPLEX,  
345 KINGSWAY,  
NAGPUR,  
MAHARASTRA, INDIA.**

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

**TENDER SPECIFICATIONS CONSISTS OF:**

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

**VOLUME I**



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

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LEGEND:

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

\$: **“Vol I -B, I-C, I-D” of Part-I ( Vol- I )** Hosted in BHEL web page ([www.bhel.com](http://www.bhel.com)) separately as a part of Technical Bid.

@: **Price bid is** issued as a separate hard copy booklet ‘Tender Specifications – Volume-II (Price Bid-749 )’. Hosted in BHEL web page ([www.bhel.com](http://www.bhel.com)) separately as titled **“PRICE BID-749 ”**

## **Tender Specification Issue Details**

### **Tender Specification No: BHE/PW/PUR/WR-CTOI/753**

**NAME OF WORK** :RENOVATION OF EXISTING TOILET BLOCK IN BHEL OFFICE  
LOCATED AT ,BHEL – POWER SECTOR WESTERN REGION (PSWR) ,5TH & 6TH  
FLOOR, SHRI MOHINI COMPLEX, 345 KINGSWAY, NAGPUR, MAHARASTRA, INDIA.

EARNEST MONEY DEPOSIT: Refer Notice Inviting Tender

LAST DATE FOR                      Refer Notice Inviting Tender  
TENDER SUBMISSION                      .

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

M/s. ....

.....

PLEASE NOTE:  
THESE TENDER SPECS DOCUMENTS ARE NOT TRANSFERABLE.

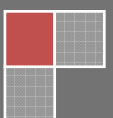
For Bharat Heavy Electricals Limited

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

Rev 00  
6<sup>th</sup> July  
2010

# 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	TENDER NUMBER	BHE/PW/PUR/WR-CTOI/753
ii	Broad Scope of job	RENOVATION OF EXISTING TOILET BLOCK IN BHEL OFFICE LOCATED AT BHEL – POWER SECTOR WESTERN REGION (PSWR) 5TH & 6TH FLOOR, SHRI MOHINI COMPLEX, 345 KINGSWAY, NAGPUR, MAHARASTRA, INDIA.
iii	DETAILS OF TENDER DOCUMENT	
a	Volume-IA	<i>Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc</i> Applicable
b	Volume-IB	<i>Special Conditions of Contract (SCC)</i> Applicable
c	Volume-IC	<i>General Conditions of Contract (GCC)</i> Applicable
d	Volume-ID	<i>Forms and Procedures</i> Applicable
e	Volume-II	<i>Price Schedule (Absolute value).</i> Applicable
iv	Issue of Tender Documents	1. <b><u>Sale from BHEL PS Regional office at :</u></b> <b>Start : 10/08/ 2010</b> <b>Closes: 23/08/2010 , Time :17.00 Hrs</b> 2. From BHEL website ( <a href="http://www.bhel.com">www.bhel.com</a> ) Tender documents can however be downloaded Applicable

**BHEL PSWR**  
**Notice Inviting Tender**

**Tender Specification No : BHE/PW/PUR/WR-CTOI/753**

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		from website till due date of submission	
v	<b>DUE DATE &amp; TIME OF OFFER SUBMISSION</b>	<b>Date :24 /08/ 2010 , Time :15.00Hrs</b> <b>Place :</b>	<i>Applicable</i>
vi	<b>OPENING OF TENDER</b>	<b>1 hours after the latest due date and time of Offer submission</b> <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	<i>Applicable</i>
vii	<b>EMD AMOUNT</b>	<b>Rs 40,000/- (Rupees Forty Thousand Only)</b>	<i>Applicable</i>
viii	<b>COST OF TENDER</b>	Rs 2000/-.	<i>Applicable</i>
ix	<b>LAST DATE FOR SEEKING CLARIFICATION</b>	<b>Date: (Atleast 5 days before the due date of offer submission)</b> Along with soft version also, addressing to undersigned & to others as per contact address given below	<i>Applicable</i>
x	<b>SCHEDULE OF Pre Bid Discussion (PBD)</b>	Date : Not applicable.	<i>Not applicable.</i>
xi	<b>INTEGRITY PACT &amp; DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)</b>	<b>Not Applicable</b>	<i>Not Applicable</i>
xii	<b>Latest updates</b>	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to 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)
- 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
	<b>Part-I A</b>	
	<b><u>ENVELOPE – I superscribed as :</u></b> PART-I (TECHNO COMMERCIAL BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:	
	<b>CONTAINING THE FOLLOWING:-</b>	
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.  <b><u>Note:</u></b> <ol style="list-style-type: none"> <li>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.</li> <li>b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding.               <ol style="list-style-type: none"> <li>i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL</li> <li>ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender</li> </ol> </li> </ol>	
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.	
v.	Integrity Pact Agreement (Duly signed by the authorized signatory)	If applicable
vi.	Duly filled-in annexures, formats etc as required under this Tender Specification/NIT	
vii.	Notice inviting Tender (NIT)	
viii.	Volume – I A : Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc	
ix.	Volume – I B : Special Conditions of Contract (SCC)	
x.	Volume – I C : General Conditions of Contract (GCC)	





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 Assessment of Capacity of Bidders: ( Shall be applicable for bid evaluation from 1<sup>st</sup> Jan- 2011 onwards )**

**Bidders capacity for executing the job under tender shall be assessed as per the following:**

- I. **Assigning Weightages (A) for Similar Jobs Under-Execution:** Weightages shall be worked out and assigned based on the average number of Similar Works under execution including works yet to be commenced by the agency, in the following manner:
- i). **Number of Similar Jobs**
- a) No. of jobs in BHEL, PSER : Say 'J'
  - b) No. of jobs in BHEL, PSSR : Say 'K'
  - c) No. of jobs in BHEL, PSWR : Say 'L'
  - d) No. of jobs in BHEL, PSNR : Say 'M'
  - e) No. of jobs with other customers\* : Say 'N' (\*: Other than BHEL PSER, PSSR, PSWR & PSNR)
  - f) Average No. of Jobs is 'P' = (J+K+L+M+N) divided by 5
- ii) **Weightage "A" assigned to bidders based on Average Number of jobs "P":**
- a) If 'P' = 0-1, "A" will be equal to '3'
  - b) If 'P' = 2-3, "A" will be equal to '2'
  - c) If 'P' = 4-5, "A" will be equal to '1'
  - d) If 'P' is Above 5, "A" will be equal to '0'
- II. **Weightage "B" for Quarterly Performance Reports of Vendors:** This shall be based on the averages of the net weighted score obtained by the bidder for the jobs under execution (excluding works not commenced) for the quarter previous to the last quarter reckoned from the date of latest due date of submission, in all four Regions i.e BHEL PSER, PSSR, PSWR & PSNR, in the following manner.
- i). **Ratings by Power Sector Region:**
- a) PS ER's Rating 'Rer' =  $(X_1 + X_2 + \dots + X_n)$  divided by n
  - b) PS WR's Rating 'Rwr' =  $(X_1 + X_2 + \dots + X_n)$  divided by n
  - c) PS SR's Rating 'Rsr' =  $(X_1 + X_2 + \dots + X_n)$  divided by n
  - d) PS NR's Rating 'Rnr' =  $(X_1 + X_2 + \dots + X_n)$  divided by n
  - e) **Over all Power Sector Region Rating 'R<sub>BHEL</sub>' = (Rer+ Rwr+ Rsr+ Rnr) divided by 4**
- (where "X<sub>1</sub>, X<sub>2</sub>, X<sub>3</sub>,...X<sub>n</sub>" is the net weighted score obtained by the bidder as per the "Evaluation of Contractor Performance (Quarterly)" against the various contracts 'n' under execution in the respective Region).
- ii) **Weightage "B" assigned to bidders based on Overall Power Sector Rating (R<sub>BHEL</sub>):**

- a) If  $R_{BHEL}$  is 80% and above, "B" will be equal to '6'
- b) If  $R_{BHEL}$  is  $> 70\% < 80\%$ , "B" will be equal to '5'
- c) If  $R_{BHEL}$  is  $> 60\% < 70\%$ , "B" will be equal to '4'
- d) If  $R_{BHEL}$  is  $\leq 60\%$ , "B" will be equal to '0'

III. **Evaluation of Bidders capacity to execute the job under tender:** shall be based on the sum of scores obtained in 'A' and 'B', as below:

- a) **6 or above : Considered 'Qualified' for the job under tender**
- b) **Less than 6: Considered 'NOT Qualified' for the job under tender**

IV. **Explanatory note:**

- a) Similar work means Boiler or Turbine or Civil or Electrical or CI, etc irrespective of rating of Plant
- b) Quarter shall be as per the quarter defined in the "Evaluation of Contractor performance (Quarterly)". For contracts where annexed Quarterly Evaluation performance was not part of the contract, 'Quarterly Performance Reports' previous to the last quarter reckoned from the date of latest due date of submission, given by the respective project site against the contract will be the basis for evaluation.
- c) Vendors who are not executing any jobs presently in the Region and first timers to the Region, may be considered subject to satisfying all other tender conditions
- d) 'Under execution' shall mean works in progress upto Boiler Steam Blowing (for Boiler and Auxiliaries) or Synchronisation (for all other jobs including Civil) shall be considered.

- 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 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.
- 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 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 (xi) of 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 pre-qualification evaluation/ techno-commercial bids, approval/ acceptance of customer (as applicable), etc. and date of opening of price bids shall be intimated to only such bidders.
- 17.0 In case BHEL decides on a 'Public Opening', the date & time of opening of the sealed PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one authorised representative to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful/Disqualified bidders under intimation to the respective bidders.
- 18.0 Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) or specified otherwise in SCC of tender.
- 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 In case Consortium Bidding is allowed as per Pre Qualifying Requirement, then Prime Bidder and Consortium Partner shall enter into Consortium Agreement. Validity period of Consortium Agreement shall be 6 months after which the same can be re validated.
- 'Stand alone' bidder cannot become a **'prime bidder' or a 'consortium bidder' in a consortium bidding**. Prime bidder shall neither be a consortium partner to other prime bidder nor take any other consortium partners. However, consortium partner may enter into consortium agreement with other prime bidders. In case of non compliance, consortium bids of such Prime bidders will be rejected. .
- 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

for BHARAT HEAVY ELECTRICALS LTD

(SCT)

**Enclosure**

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

**ANNEXURE - 1**

**PRE QUALIFYING CRITERIA**

JOB	RENOVATION OF EXISTING TOILET BLOCK IN BHEL OFFICE LOCATED AT BHEL – POWER SECTOR WESTERN REGION (PSWR) 5TH & 6TH FLOOR, SHRI MOHINI COMPLEX, 345 KINGSWAY, NAGPUR, MAHARASTRA, INDIA.
TENDER NO	BHE/PW/PUR/WR-CTOI/753

SL NO	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Name and Description of qualifying criteria ( Bidder Should Fill Up the Details in this column for PQR )	Page no of supporting document of bidders offer
A	Submission of Integrity Pact duly signed (if applicable)	NOT APPLICABLE FOR THIS TENDER	
B	Assessment of Capacity of Bidder to execute the work as per sl no 9 of NIT (if applicable)	<u>Shall be applicable for bid evaluation from 1<sup>st</sup> Jan- 2011 onwards )</u>	
C	<b><u>Technical</u></b> <b>Bidder must have successfully completed ANY CIVIL WORK in the last seven years as on 30/07/2010 as below.</b> <p style="margin-left: 40px;">i)      <b>Single work order of Rs 12.00 lakhs or of more value.</b>  <b>OR</b></p> <p style="margin-left: 40px;">ii)     <b>Two work orders of Rs 7.50 Lakhs on average.</b>  <b>OR</b></p> <p style="margin-left: 40px;">iii)    <b>Three work orders of Rs 6.00 Lakhs on average.</b></p>		
D.1	<b><u>Financial TURNOVER</u></b> Bidders must have achieved an average annual financial turnover (Audited) of <b>Rs 4.50 Lakhs</b> or more over last three Financial Years (FY) i.e 2007-08, 2008-2009, 2009-2010 or for 2006-2007, 2007-2008 and 2008-2009 if audited Annual Accounts for FY 2009-10 are not audited		

D.2	NETWORTH Net worth of the Bidder based on the latest Audited Accounts as furnished for 'D1' above should be positive		
D.3	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 above based on latest Audited Accounts.		
E	Approval of Customer (if applicable) Note: Names of bidders who stand qualified after compliance of criteria A to D shall be forwarded to customer for their approval. Price bid of only those bidders shall be opened who are approved by customer.		
F	Consortium criteria (if applicable)		
	<b>Explanatory Notes for QR 'A'</b> 1. The word 'executed' means the bidder should have achieved the criteria specified in the QR even if the total contract has not been completed or closed 2. Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as given above along with all annexures 3. <b>BIDDER SHOULD ESSENTIALLY MEET ALL THE PQR ( i.e. POR- C, D1,D2,D3 &amp; E ) AS ABOVE TO GET QUALIFIED AGAINST THIS TENDER</b>		

**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 along with copies of Work Orders, Work Completion certificates, Audited profit and Loss Account for the last three years and other related documents as per PQR & tender specification.**

**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	
		APPLICABILITY	BIDDER REPLY
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 submitted	Applicable	YES/NO
8	Copy of PAN Card submitted	Applicable	YES/NO
9	Whether all pages of the Tender documents including annexures, appendices etc are read understood and signed	Applicable/Not Applicable	YES/NO
10	Integrity Pact	<b>Not Applicable</b>	-----
11	Declaration by Authorised Signatory submitted	Applicable	YES/NO
12	No Deviation Certificate submitted	Applicable	YES/NO
13	Declaration confirming knowledge about Site Conditions submitted	Applicable	YES/NO
14	Declaration for relation in BHEL submitted	Applicable	YES/NO
15	Non Disclosure Certificate submitted	Applicable	YES/NO
16	Bank Account Details for E-Payment submitted	Applicable	YES/NO
17	Capacity Evaluation of Bidder for current Tender	Not Applicable	-----

**BHEL PSWR**  
**Notice Inviting Tender**

**Tender Specification No : BHE/PW/PUR/WR-CTOI/753**

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18	Tie Ups / Consortium Agreement against this tender	<b>Not Applicable for this tender</b>	-----
19	Power of Attorney for Submission of Tender/Signing Contract Agreement submitted	Applicable	YES/NO
20	Analysis of Unit rates submitted	Applicable	YES/NO

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

DATE :

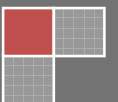
**AUTHORISED SIGNATORY**  
(With Name, Designation and Company seal)



Rev 00  
6<sup>th</sup>  
JULY

# 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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1	Project Information	Chapter-I	1
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3	Facilities in the scope of Contractor/BHEL (Scope Matrix)	Chapter-III	5
4	T&Ps and MMEs to be deployed by Contractor	Chapter-IV	3
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# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter - I : Project Information

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<b>1.0</b>	<b>Project Information</b>
<b>1.1</b>	<p><b><u>GENERAL PROJECT INFORMATION</u></b></p> <p>1. Owner / Purchaser : BHARAT HEAVY ELECTRICAL COMPANY</p> <p>2. Location : BHEL - PSWR 5<sup>th</sup> and 6<sup>th</sup> floor 345 Shri Mohini Complex King way Nagpur Maharashtra India.</p>

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter - II : Scope of Works

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### 2.0 SCOPE OF WORK

#### 2.1 NAME OF WORK Renovation of existing toilet block in BHEL PSWR HQ Shri Mohini Complex, 5th & 6th floor, 345 Kingsway, Nagpur.

#### 2.2 THE WORK INVOLVES

(A) Dismantling of existing toilet block fittings like European WC, Urinal, Division plates/partitions, Wash Basins, Doors, Ventilations, Old electric fittings, marble/granite stone/Tiles on the floors and walls, Existing plumbing etc and shifting all the Dismantled material at the specified place as shown by BHEL or on the terrace of same building, cleaning and making the surface suitable to receive new work/fittings at suitable place.

(B) Supply , fixing and commissioning of various sanitary items and fittings like European WC, Wash Basin with stand for concealing waste pipes/traps, Urinal, Division plate, Sensor taps, all plumbing items, Mirror, Exhaust fan, Hand jet, Tiles, PVC Doors, Aluminum Glazed ventilators and PVC wall Paneling Board etc. Bidder should note that the quality and specification should strictly match with the descriptions of items given in rate schedule/BOQ. Before procurement obtaining sample approval for each and every item by BHEL shall be compulsory. Any fitting brought without consent of BHEL shall liable to be rejected.

*Bidders should note that the above works is to be carried out in running office conditions and hence all the fronts cannot be handed over at a time. Also much noise and disturbance has to be avoided during working hours. All necessary steps are to be taken to avoid damage of office floors, partitions etc. During movement of labors engaged on the job. Any damage occurred to office premises/property of BHEL during renovation work shall be rectified by contractor at their cost.*

#### 2.3 SPECIFICATION OF FITTINGS

- a) European WC --- Cera (Make)
- b) Urinal with sensor system --Cera (Make), Sensor Jaguar (Make)
- c) Division Plate ---Cera (Make)
- d) Wash Basin with sensor system --- Cera (Make), Sensor Jaguar (Make)
- e) Soap Dish --- Cera (Make)
- f) Paper Holder ----Cera (Make)
- g) Hand Drier ----- Lakath (Make)
- h) Hand Jet ----Jaguar (Make)
- i) Bib Cock -----Jaguar (Make)
- j) Tiles (wall, floor and wall border) ----Kajaria/MCPL/Jhanson
- k) Granite Flooring – reputed brand
- l) Mirror ----As per sample approval
- m) PVC Door ----- Sintex/As per sample approval

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter - II : Scope of Works

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- n) Aluminum Glazed Ventilation ----Jindal section/As per sample approval
- o) All GI Pipe (medium class) ----As per sample approval
- p) Exhaust Fan -----Crompton/Bajaj
- q) All Electrical wiring -----Finolex or equivalent
- r) All Electrical fitting & fixtures -----  
Anchor/Legrand/Philips/Bajaj/Crompton/L&T
- s) PVC wall paneling – Syntex (Make)

### **2.4 FIXING OF SANITARYWARE, TILES, PLUMBING, PVC DOORS, ALUMINUM GLAZED VENTILATORS PVC WALL PANELING, MIRROR AND OTHER ITEMS.**

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

### **2.5 FINISHING OF DAMAGES IN EXISTING WALL, FLOOR ETC.**

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

### **2.6 FINISHING AND PAINTING**

The remaining area of the toilet (untiled) shall be finished properly and painted with approved color OBD including surface preparation.

### **2.7 DEFECT LIABILITY PERIOD**

Contractor shall be responsible for rectifying the defect observed during the period of twelve months (12) after date of complete of entire work.

### **The Consignee Address is:**

GP Dehury  
SDGM (HR)  
Power Sector, Western Region,  
345 Kingsway, Shree Mohini Complex,  
Nagpur – 440001  
Ph: 0712-3048646  
Fax: 0712-3048698.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter - II : Scope of Works

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

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

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

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

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

### **2.14 PATENTS AND TRADEMARKS**

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

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

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

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

2.18

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

The work though not specifically mentioned in the tender documents but are needed to complete the work as per site requirement & instruction of Engineer are also in the

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter - II : Scope of Works

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scope of this contract & to be erected to the entire satisfaction, for which the payment shall be released as per the respective item rate of Rate Schedule. **If the item is not available in the rate schedule the rate shall be derived as per CPWD- DSR-2007 rate schedule latest version with applicable escalation in line with GCC of this tender.**

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

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



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

Sl.No	Description <b>PART I</b>	Scope / to be taken care by		Remarks
		BHEL	Bidder	
a	Open space for labour colony (as per availability)		Yes	Bidder shall arrange his own source for labour colony.
b	Labour 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 of Voltage 415/440 V (to be specified whether chargeable or free)</b>			FREE. In case of No power/power failure, bidder shall arrange DG set of required capacity. <b>(see TCC-2.17)</b>
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	<b>Electricity for the office, stores, canteen etc of the bidder (to be specified whether chargeable or free)</b>			
a	Single point source		Yes	

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

Sl.No	Description <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	
3.2.3	<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>			FREE
a	Making the water available at single point	Yes		In case water for construction is not available, same shall

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

Sl.No	Description <b>PART I</b>	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	be arranged by bidder at their cost. <b>(see TCC-2.16)</b>
3.3.2	<b><u>Water supply for bidder's office, stores, canteen etc</u></b>			
a	Making the water available at single point		Yes	
b	Further distribution as per the requirement of work including supply of materials and execution		Yes	
3.3.3	<b><u>Water supply for Living Purpose</u></b>		Yes	
a	Making the water available at single point		Yes	
b	Further distribution as per the requirement of work including supply of materials and execution		Yes	
3.4.0	<b>LIGHTING</b>			
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	

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

Sl.No	Description <b>PART I</b>	Scope / to be taken care by		Remarks
		BHEL	Bidder	
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	<b>COMMUNICATION FACILITIES FOR SITE OPERATIONS OF THE BIDDER</b>			
a	Telephone, fax, internet, intranet, e-mail etc		Yes	
3.6.0	<b>COMPRESSED AIR wherever required for the work</b>			<b>Not Required</b>
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 equipments and consumables (T&P, Consumables etc)		Yes	

BHEL-PSWR

Tender Specification No: BHE/PW/PUR/WR-CTOI/753

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

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Sl.No	Description  <b>PART II</b>  <b>3.9.0 ERECTION FACILITIES</b>	Scope / to be taken care by		Remarks
		BHEL	Bidder	
3.9.1	Engineering works for construction:			NOT APPLICABLE
a	Providing the erection/constructions drawings for all the equipments covered under this scope			NOT APPLICABLE
b	Drawings for construction methods	Yes	Yes	In consultation with BHEL
c	As-built drawings – where ever deviations observed and executed and also based on the decisions taken at site- example – routing of small bore pipes			NOT APPLICABLE
d	Shipping lists etc for reference and planning the activities			NOT APPLICABLE
e	Preparation of site erection schedules and other input requirements		Yes	In consultation with BHEL
f	Review of performance and revision of site erection schedules in order to achieve the end dates and other commitments	Yes	Yes	In consultation with BHEL
g	Weekly erection schedules based on SI No. e		Yes	In consultation with BHEL

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

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<b>Sl.No</b>	<b>Description</b>  <b>PART II</b>  <b>3.9.0 ERECTION FACILITIES</b>	<b>Scope / to be taken care by</b>		<i>Remarks</i>
		<b>BHEL</b>	<b>Bidder</b>	
h	Daily erection / work plan based on Sl No. g		Yes	In consultation with BHEL
i	Periodic visit of the senior official of the bidder to site to review the progress so that works are completed as per schedule. It is suggested this review by the senior official of the bidder should be done once in every two months.		Yes	
j	Preparation of preassembly bay			NOT APPLICABLE
k	Laying of racks for gantry crane if provided by BHEL or brought by the contractor/bidder himself			NOT APPLICABLE
L	Arranging the materials required for preassembly			NOT APPLICABLE

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

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**A: TOOL & PLANTS**

SN	DESCRIPTION
1	<p><b>NOTE:</b></p> <p>Arrangement of all required quantum of Tools and Plants (T&amp;Ps) for completion of the job in time without any delay shall be the responsibility of the contractor and the same shall be arranged by him. BHEL will not provide any T&amp;Ps and materials for this work.</p>

**B: MEASURING AND MONITORING DEVICES (MMD):**

AS PER REQUIREMENT TO BE FINALIZED AT SITE.

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

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-VII: Terms of Payment

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### **6.1 TIME SCHEDULE & MOBILIZATION**

#### **6.1.1 INITIAL MOBILIZATION AND CONTRACT PERIOD**

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

**Contractor Has To Hand Over The Rest Room /Toilet Block in Phase Wise Manner in all respects to BHEL within the contract period.**

THE OVERALL CONTRACT PERIOD SHALL BE **60 (SIXTY) Days**.

#### **6.1.2**

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

**DATE OF START OF WORK SHALL BE THE DATE ON WHICH DISMANTLING OF EXISTING TOILET/REST ROOM WORK IS STARTED.**

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



# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-VII: Terms of Payment

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### Stages of Progressive Payments

7.1

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

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

B) The RA bill payment shall be made as made as per Cl no 10.0 of Chapter –X of SCC ( page-43 ) & GCC cl no-2.23 ( page 28,29 )

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-VIII: Taxes and Other Duties

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### TAXES, DUTIES, LEVIES

#### 8.0

Refer to Clause 2.8.4 of General Conditions of Contract. Notwithstanding anything contained therein, the following provisions shall be applicable for this contract.

#### 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, VAT/WCT, 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. rate quoted by bidder shall be inclusive of all Taxes and Duties, VAT/WCT except Service Tax**).

However, provisions regarding Service Tax on output services and goods shall be as per following clauses.

#### 8.1.2 Service Tax & Cess on Service Tax

Service Tax and Cess on Service Tax as applicable on output Services are excluded from contractor's scope; therefore contractor's price/rates shall be **exclusive** of Service Tax and Cess on Output Services. In case, it becomes mandatory for the contractor under provisions of relevant act/law to collect the Service Tax & Cess from BHEL and deposit the same with the concerned tax authorities, such applicable amount will be paid by BHEL.

**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,**

- I. The name, address and the registration number of the contractor,
- II. The name and address of the party receiving taxable service,
- III. Description, classification and value of taxable service provided and,
- IV. The service tax payable thereon.

**All the four conditions shall be fulfilled in the invoice before release of service tax payment.**

**Contractor shall obtain prior written consent from BHEL before billing the amount towards such taxes.**

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-VIII: Taxes and Other Duties

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With introduction of Cenvat Credit Rules 2004, which came into force w.e.f. 10.09.2004, Excise Duty paid on Input Goods including Capital Goods and Service Tax paid on Input Services that are used for providing the output services can be taken credit of against the Service Tax payable on output services. However BHEL may opt for availing the abatement provision in which case cenvat credit may not be available on input duty.

### 8.1.3 Modalities of Tax Incidence on BHEL

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.

### 8.1.4 New Taxes/Levies

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

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

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

## TECHNICAL CONDITIONS OF CONTRACT (TCC)

### Chapter-IX DRAWINGS

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**NOTE:**

**BHEL WILL NOT PROVIDE ANY DRAWING FOR THE ABOVE STATED SCOPE OF WORK. THE WORK SHALL BE CARRIED OUT AS PER THE INSTRUCTION OF BHEL ENGINEER.**