

# **TENDER SPECIFICATION**

**NO. BHE/PW/PUR/BORLI-CHM-UP/890**

**VISUAL UPLIFTMENT OF 100M HEIGHT RCC MULTY-FLUE CHIMNEY  
AT 3 X 33 MW STG PROJECT BHARAT OMAN REFINARY LIMITED  
(BORL) BINA MADHYA PRADESH**

## **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

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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-89 )’. Hosted in BHEL web page ([www.BHEL.com](http://www.BHEL.com)) separately as titled **“PRICE BID-890 ”**

## **Tender Specification Issue Details**

**Tender Specification NO. BHE/PW/PUR/BORLI-CHM-UP/890**

**VISUAL UPLIFTMENT OF 100M HEIGHT RCC MULTY-FLUE CHIMNEY  
AT 3 X 33 MW STG PROJECT BHARAT OMAN REFINARY LIMITED  
(BORL) BINA MADHYA PRADESH**

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)**

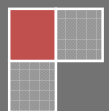
Place: Nagpur

Date :

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

# NOTICE INVITING TENDER

Bharat Heavy Electricals Limited



Ref: BHE/PW/PUR/BORLI-CHM-UP/890

Dt: 13/08./2011

**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	Tender Specification NO. BHE/PW/PUR/BORLI/CHIMNEY- UPLIFT/.....
ii	Broad Scope of job	VISUAL UPLIFTMENT OF 100M HEIGH RCC MULTY-FLUE CHIMNEY AT 3 X 33 MW STG PROJECT BHARAT OMAN REFINARY LIMITED (BORL) BINA MADHYA PRADES
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> <span style="float: right;">Applicable</span>
B	Volume-IB	<i>Special Conditions of Contract (SCC)</i> <span style="float: right;">Applicable</span>
C	Volume-IC	<i>General Conditions of Contract (GCC)</i> <span style="float: right;">Applicable</span>
D	Volume-ID	<i>Forms and Procedures</i> <span style="float: right;">Applicable</span>
E	Volume-ID	<i>Technical Specification</i> <span style="float: right;">Applicable</span>
F	Volume-II	<i>Price Schedule (Absolute value).</i> <span style="float: right;">Applicable</span>
iv	Issue of Tender Documents	<b>1. <u>Sale from BHEL PS Regional office at :</u></b> <b><u>From : 13/08/2011 to 26/08/2011</u></b> <span style="float: right;">Applicable</span>

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v	DUE DATE & TIME OF OFFER SUBMISSION	Date : 29/08/2011 , Time :15.00Hrs Place :	Applicable
vi	OPENING OF TENDER	1 hours after the latest due date and time of Offer submission Notes: (1) In case the due date of opening of tender becomes a non-working day, 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 1,50,000/- (Rupees One Lakh Fifty Thousand Only)	Applicable
viii	COST OF TENDER	RS 2000/-	Applicable
ix	LAST DATE FOR SEEKING CLARIFICATION	Date: (Atleast 5 days before the due date of offer submission) Along with soft version also, addressing to undersigned & to others as per contact address given below	Applicable
x	SCHEDULE OF Pre Bid Discussion (PBD)	Date : Not applicable.	Not applicable.
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	Not Applicable	Not Applicable
xii	Latest updates	Shall be communicated to the bidders	

- 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:

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**Notice Inviting Tender**  
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- PART-I consisting of 'PART-I A (Techno Commercial Bid)' & 'PART-I B (EMD/COST of TENDER)' in two separate sealed and superscribed envelopes (ENVELOPE-I & ENVELOPE-II)
- PART-II (Price Bid) – in sealed and superscribed envelope (ENVELOPE-III)

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 : <u>Technical</u> Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc	
ix.	Volume – I B : Special Conditions of Contract (SCC)	
x.	Volume – I C : General Conditions of Contract (GCC)	
xi.	Volume – I D : Forms & Procedures	

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xii.	Volume – II (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item	
xiii.	Any other details preferred by bidder with proper indexing.	

	<b>PART-I B</b>	
	<b>ENVELOPE – II superscribed as:</b> PART-I (EMD/COST of TENDER) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:  <b>CONTAINING THE FOLLOWING:-</b>	
i.	1. Earnest Money Deposit (EMD) in the form as indicated in this Tender <b>OR</b> 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)	

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

	<b>OUTER COVER</b>	
	<b>ENVELOPE-IV</b> (MAIN ENVELOPE / OUTER ENVELOPE) superscribed as: TECHNO-COMMERCIAL BID, PRICE BID & EMD TENDER NO: NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION:	



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	CONTAINING THE FOLLOWING:	
i	<ul style="list-style-type: none"> <li>○ Envelopes I</li> <li>○ Envelopes II</li> <li>○ Envelopes III</li> </ul>	

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

7.0 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<sub>BHEL</sub> is 80% and above, "B" will be equal to '6'
- b) If R<sub>BHEL</sub> is > 70% < 80%, "B" will be equal to '5'
- c) If R<sub>BHEL</sub> is > 60% < 70%, "B" will be equal to '4'
- d) If R<sub>BHEL</sub> is < 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.

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- .....
- 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

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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. Technical Specification – Volume 1-E
  - f. Special Conditions of Contract (SCC) —Volume-1B
  - g. General Conditions of Contract (GCC) —Volume-1C
  - h. 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	VISUAL UPLIFTMENT OF 100M HEIGH RCC MULTY-FLUE CHIMNEY AT 3 X 33 MW STG PROJECT BHARAT OMAN REFINARY LIMITED (BORL) BINA MADHYA PRADESH
TENDER NO	BHE/PW/PUR/BORLI-CHM-UP/890

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	<p><b><u>Technical</u></b>  <b>Bidders shall essentially meet all the Qualifying Requirements C (i.e. C.1 or C2 or C3 or C4 ) and D.1, D.2 , D.3 &amp; E as under</b>  1)Bidder must have successfully executed external painting/paneling work of High Rise Building of not less than 15 floors <b>or</b> external painting / platform work of RCC Chimney of height approx. 50 Meter including all materials and tools &amp; plants etc. complete in Power Plant/industrial projects in the last seven years as on 30/07/2011 as below.</p> <p style="padding-left: 40px;">i) Single work order of <b>Rs 63.00 lakhs</b> or of more value.  <b>OR</b></p> <p style="padding-left: 40px;">ii) Two separate work orders of <b>Rs 40.00 lakhs</b> .  <b>OR</b></p> <p style="padding-left: 40px;">iii) Three separate work orders of <b>Rs 32.00 Lakhs</b> .  <b>OR</b></p> <p><b>2) Bidder must have successfully completed the Painting work of Boiler Structure of one unit of 110 MW or of more rating.</b></p>		

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	<p style="text-align: center;"><b>OR</b></p> <p>3) Bidder must have successfully completed erection of Boiler of one unit of 110 MW or of more rating.</p> <p style="text-align: center;"><b>OR</b></p> <p>4) Bidder must have successfully completed Construction of Chimney of height of 80 Meter or of more height.</p>		
D.1	<p><b><u>Financial TURNOVER</u></b>  Bidders must have achieved an average annual financial turnover (Audited) of <b>Rs 24.00 Lakhs</b> or more over last three Financial Years (FY) i.e. 2008-2009, 2009-2010, 2010-2011 or for 2007-2008, 2008-2009 and 2009-2010 if Annual Accounts for FY 2010-11 are not audited.</p>		
D.2	<p><b>NETWORTH</b>  Net worth of the Bidder based on the latest Audited Accounts as furnished for 'D1' above should be positive.</p>		
D.3	<p><b>PROFIT</b>  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.</p>		
E	<p>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.</p>		
F	<p>Consortium criteria (if applicable)</p>	<b>NOT APPLICABLE</b>	
	<p><b>Explanatory Notes for QR 'A'</b></p> <ol style="list-style-type: none"> <li>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</li> <li>Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as given above along with all annexure</li> <li><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></li> </ol>		

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ANNEXURE - 2

**CHECK LIST**

**NOTE:- Tenderers are required to fill in the following details and no column should be left blank**

1	Name and Address of the Tenderer		
2	Details about type of the Firm/Company		
3	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	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

**BHEL PSWR**  
**Notice Inviting Tender**  
**Tender Specification NO. BHE/PW/PUR/BORLI-CHM-UP/890**

Page 16 of 37

17	Capacity Evaluation of Bidder for current Tender	Applicable	-----
18	<b>Tie Ups / Consortium Agreement against this tender</b>	<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 :

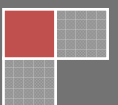
**AUTHORISED SIGNATORY**  
(With Name, Designation and Company seal)



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

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

BHARAT HEAVY ELECTRICALS LIMITED



# TECHNICAL CONDITIONS OF CONTRACT (TCC)

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# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter - I : Project Information

<b>1.0</b>	<b>Project Information</b>
<b>1.1</b>	<p style="text-align: center;">INTRODUCTION</p> <p style="text-align: center;">BHARAT OMAN REFINERIES LTD. BINA REFINERY</p> <p>M/s. BHARAT OMAN REFINERIES LIMITED, as Owner has already set up a CFBC based Captive Power Plant, at Bina in the state of Madhya Pradesh (M.P), India based on Petcoke as feedstock. A Captive Power Plant (CPP) is installed by BHEL to meet the Steam &amp; Power requirements.</p> <p>M/s. ENGINEERS INDIA LIMITED, New Delhi have retained as Project Management Consultant for the project.</p> <p>The Power Plant comprising of Steam &amp; Power generation, Emergency Power supply system alongwith associated facilities and hook-up with the Refinery.</p> <p>SITE LOCATION / SITE VISIT</p> <p>SITE LOCATION</p> <p>The site is located at an approximate distance of 10 Km from Bina town. The nearest railway station is Agasod – Bina. The nearest port is Kandla, which is approx. 700 Km from the site. The nearest airport is at Bhopal, which is approx. 150 Km.</p> <p>SITE VISIT</p> <p>The bidder is advised to visit and examine the site of WORKS and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into the CONTRACT. All costs for and associated with site visits shall be borne by the bidder.</p>

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

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### 2.0.1 SCOPE OF WORK

BHEL PSWR has constructed a multi-flue RCC chimney of 100M height for 3 X 33 MW STG BORL Bina. The chimney is already completed and functional as all the three units have been commissioned and power continuous generation is started .

During the course of execution, alignment of RCC shell of chimney was slightly deviated at certain portion which was subsequently rectified after detail stability analysis and chimney was constructed at it full height with all associated works. However, the external look of the chimney is not up to the marks & needs face upliftment. The chimney has two external concrete platforms at 50M & 90M elevation projected outside of chimney RCC shell. The proposed work comprises of the following activities:

- Dismantling of existing pipe railing over the external platform at 50M & 95M elevation.
- **Design**, Supply and Fixing of 1.15M height and 3.5mm thick Aluminum sheet paneling with proper Galvanized Iron angle framing to sustain load of paneling as well as wind pressure at that height (approx. 185 KM/hr.).
- Supply & Painting with high built epoxy paint in red & while alternate bend of 5M width on top portion from 50M to 95M elevation.
- Supply & painting with high built epoxy paint with camouflaged Military colour & pattern in rest of the portion i.e. from 0.00M to 50M elevation including surface preparation as required.

### 2.0.2 OTHER RELATED ACTIVITIES:

- 1) **Draw Construction Power & Water from one location inside the plant including all materials.**
- 2) **Taking work permit as per plant requirement.**
- 3) **Submission of proposed design and work procedure for approval of BHEL before commencement of work. Approval of design shall be obtained from BHEL, PE & SD, RC Puram Hyderabad.**
- 4) **Since the work is of different nature and to be performed at very high elevation, utmost precaution and safety is required for workman and surroundings. Successful bidders shall have to get suitable WC Insurance Policy including surrounding properties within their quoted rate.**

### 2.0.3 FIELD QUALITY ASSURANCE:

## TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

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The contractor shall be responsible for day-to-day quality checks during the progress of work. All quality records and log sheets shall be maintained as per the requirement of BHEL.

#### 2.0.4 **NOTE:**

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

**SHRI S.K. Agrawal** (Construction Manager)  
BHEL SITE OFFICE – 3X33 MW BORL Bina  
E-MAIL ID: [ska@bhelswr.co.in](mailto:ska@bhelswr.co.in)  
Mobile: **09977701169**

**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		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	<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 labor colony (as per availability)		Yes	Contractor has to make his own arrangements for space, shelter and transportation of labors as per their requirement.
b	Labor Colony with internal roads, sanitation, complying with statutory requirements		Yes	
3.2.0	<b>ELECTRICITY</b>			
3.2.1	<b>Electricity for construction purposes 3 Phase 415/440 V (To be specified whether chargeable or free)</b>			Free at one point. In case of power failure from customer point due to fault or any other reasons, contractor shall have DG set of adequate capacity for back-up power at his own expenses to ensure progress of work
a	Single point source	Yes		At a distance of approx. 200m from site (distance is only estimated, and it may vary depending on site condition)
b	Further distribution including all materials, Energy Meter, Protection devices and its service		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	
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>			Free. Other remarks as point no. 3.2.1
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	<b>Electricity for living accommodation of the bidder's staff, engineers, supervisors etc</b>		Yes	Contractor has to make his own arrangement.
a	Single point source		Yes	
b	Further distribution including all materials, Energy Meter, Protection devices and its service		Yes	
c	Duties and deposits including statutory clearances if applicable		Yes	



**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	
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		At a distance of 200M. In case of non-availability of construction water due to any reason from customer point, contractor shall have to arrange construction water at his own expenses.
b	Further distribution as per the requirement of work including supply of materials and execution		Yes	
3.3.2	<b><u>Water supply for bidder's office, stores, canteen etc</u></b>			
a	Making the water available at single point	Yes		Free

**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	At a distance of 500 M from site. In case of non-availability of construction water due to any reason from customer point, contractor shall have to arrange construction water at his own expenses.
3.3.3	<b><u>Water supply for Living Purpose</u></b>		Yes	Contractor has to make his own arrangement.
a	Making the water available at single point		Yes	
b	Further distribution as per the requirement of work including supply of materials and execution		Yes	
3.4.0	<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>		Yes	
3.7.0	<b>Demobilization of all the above facilities</b>		<b>YES</b>	
3.8.0	<b>TRANSPORTATION</b>			
a	For site personnel of the bidder		Yes	

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

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

<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>	
3.9.1	Engineering works for construction:			NOT APPLICABLE
a	Providing the erection/constructions drawings for all the equipments covered under this scope		<b>Yes</b>	<b>Design is in bidder's scope</b>
b	Drawings for construction methods		Yes	In consultation with BHEL
c	As-built drawings – where ever deviations observed and executed and also based on the decisions taken at site- example – routing of small bore pipes		Yes	Changes are to be marked in drawing & handover to BHEL on completion of work.
d	Shipping lists etc for reference and planning the activities			NOT APPLICABLE
e	Preparation of site erection schedules and other input requirements		Yes	In consultation with BHEL

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BHEL-PSWR

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

Sl.No	Description  <b>PART II</b>  <b>3.9.0 ERECTION FACILITIES</b>	Scope / to be taken care by		Remarks
		BHEL	Bidder	
f	Review of performance and revision of site erection schedules in order to achieve the end dates and other commitments	Yes	Yes	In consultation with BHEL
g	Weekly erection schedules based on Sl No. e		Yes	In consultation with BHEL
h	Daily erection / work plan based on Sl No. g		Yes	In consultation with BHEL
i	Periodic visit of the senior official of the bidder to site to review the progress so that works are completed as per schedule. It is suggested this review by the senior official of the bidder should be done once in every two months		Yes	
J	Preparation of preassembly bay		Yes	
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 – III : Facilities in the scope of Contractor/BHEL

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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**

**All required Tools & Plants, Machineries and equipment required to work at desired height shall be arranged by Contractor within the quoted rate. BHEL shall not provide any materials, equipment, T&Ps, etc. for the said job.**

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

ALL IN CONTRACTOR'S SCOPE AS PER REQUIREMENT TO BE FINALIZED AT SITE.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – VI: Time Schedule

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

#### **6.1.1 INITIAL MOBILIZATION AND TENTATIVE SCHEDULE**

Contractor shall reach site, make his site establishment and be ready to commence the work within two weeks from the date of fax Letter of Intent or as per directions of Construction Manager/ Project Manager of BHEL.

The contractor has to subsequently augment his resources in such a manner that the entire works are completed within the contract period of **4 (Four )** months in a manner required by BHEL.

**THE OVERALL CONTRACT PERIOD SHALL BE 4(Four) MONTHS.**

**DATE OF START OF WORK SHALL BE THE DATE ON WHICH FIRST ACTIVITY IS STARTED AT SITE.**

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



# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – VI: Terms of Payment

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### **7.00 TERMS OF PAYMENT**

#### **7.0.1 Progressive Payment For Civil, Structural And Architectural Work.**

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

#### **7.0.2 CIVIL, STRUCTURAL, PANELING/CLADDING AND PAINTING WORK**

100% of Item Rate on Pro-Rata Basis Against Monthly RA Bills.

**The RA bill payment shall be made as made as per Cl no 10.0 of Chapter –X of SCC (page-44) and as per CL NO: 2.6 of GCC**

#### **7.0.3 EXTRA/ADDITIONAL ITEMS OF WORK:-**

**As Per GCC.**

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-VIII: Taxes and Other Duties

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### 8.0 TAXES, DUTIES, LEVIES (Rev 01 dated 15/03/2011)

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

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

Service Tax and Cess on Service Tax as applicable on Services are excluded from contractor's scope; therefore **contractor's price/rates shall be exclusive of Service Tax and Cess on Services**. In case, it becomes mandatory for the contractor under provisions of relevant act/law to collect the Service Tax & Cess from BHEL and pay the same to the concerned tax authorities, such applicable amount will be paid by BHEL at the prevailing Service Tax Rate (presently 10.3 %) on the admitted bill value.

Contractor shall submit to BHEL documentary evidence of Service Tax registration certificate specifying name of services covered under this contract. Contractor shall submit serially numbered Service Tax and Cess Invoice, signed by him or a person authorized by him in respect of taxable service provided, and shall contain the following, namely,

- 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.

**Wherever, more than one route/option are available for discharge of service tax liability under a particular service, (e.g. "works contract Service"), contractor shall obtain prior written consent from BHEL site before billing the amount towards Service Tax.**

#### 8.1.3 VAT (Sales Tax /WCT)

As regards Value Added Tax (VAT) 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

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-VIII: Taxes and Other Duties

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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

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.

### 8.1.6 Submission of Periodical Reports

Contractor shall submit periodical reports in respect of following aspects of operation:

- 1) Consumption of welding electrodes and gases
  - 2) Consumption of construction power
  - 3) Manpower reports
  - 4) Daily and Monthly Progress reports
  - 5) Field calibration reports
- BHEL at site will inform formats for these reports.

8.1.7 It is the responsibility of the contractor to arrange gate pass for all his employees, T&P etc. Necessary coordination with customer officials is the responsibility of the contractor. Contractor to follow all the procedures laid down by the customer for making gate passes. Where permitted, by customer/ BHEL, to work beyond normal working hours, the contractor shall arrange necessary work permit for working beyond normal working hours

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-VIII: Taxes and Other Duties

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### **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.
- 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

## SPECIAL CONDITIONS OF CONTRACT (SCC)

### CHAPTER IX –DRAWINGS

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The drawings/sketches are indicative only for tendering purpose. The work shall be executed as per the actual design & drawing submitted by Contractor duly approved by BHEL.