

Rev 01
1st June
2012

NOTICE INVITING TENDER

(Document No. PS:MSX:NIT)

NIT NO.: BHEL/NR/SCT/PROJECTS/PORTA
CABIN /1073

Bharat Heavy Electricals Limited



Ref: BHEL/NR/SCT/PROJECTS/PORTA CABIN / 1073

Date: 25/08/2017

=====

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	BHEL/NR/SCT/PROJECTS/PORTA CABIN /1073	
ii	Broad Scope of job	"RECTIFICATION AND RENOVATION WORK OF PROJECTS DEPTT. PORTA CABIN FLOORING AT BHEL PSNR & HRDI COMPLEX, PLOT NO. 25, SECTOR- 16A, NOIDA- 201301, UTTAR PRADESH".	
iii	DETAILS OF TENDER DOCUMENT		
a	Volume-IA	<i>Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc</i>	<i>Applicable</i>
b	Volume-IB	<i>Special Conditions of Contract (SCC)</i>	<i>Applicable</i>
c	Volume-IC	<i>General Conditions of Contract (GCC)</i>	<i>Applicable</i>
d	Volume-ID	<i>Forms and Procedures</i>	<i>Applicable</i>
e	Volume-II	<i>Price Bid (Absolute value).</i>	<i>Applicable</i>
iv	Issue of Tender Documents	<p>1. <u>Sale from BHEL PS Regional office at :</u> Start : 25/08/2017, Time : 1500 hrs. Closes: 15/09/2017, Time: 1200 hrs.</p> <p>2. From BHEL website (www.bhel.com) Tender documents will be available for downloading from website till due date of submission</p>	<i>Applicable</i>
v	DUE DATE & TIME OF OFFER SUBMISSION	Date : 15/09/2017, Time : 1500 hrs. Place : Noida	<i>Applicable</i>

vi	OPENING OF TENDER	<p>Date : 15/09/2017, Time : 1530 hrs. (within 2 hours of the latest due date and time of offer submission).</p> <p>Notes: (1) In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day. (2) Bidder may depute representative to witness the opening of tender</p>	Applicable
vii	EMD AMOUNT	Rs. 8,900/-	Applicable
viii	COST OF TENDER	Rs. 2,000/-	Applicable
ix	LAST DATE FOR SEEKING CLARIFICATION	<p>Five days before bid submission due date. Along with soft version also, addressing to contact address given below</p> <p>1) Ms. Susmita Basu, Sr. DGM /SCT Bharat Heavy Electricals Limited Power Sector Northern Region Plot No. 25, Sector-16A, Distt. Gautam Budh Nagar, NOIDA-201301(UP) Tel No. 0120-2416262, Fax- 0120-2416528 Email – susmitabasu@bhel.in</p> <p>2) Sh. Chittaranjan Swain, Dy. Manager/SCT Bharat Heavy Electricals Limited Power Sector Northern Region Plot No. 25, Sector-16A, Distt. Gautam Budh Nagar,, NOIDA-201301(UP) Tel No. 0120-2416500, Fax- 0120-2416528 Email: cs@bhel.in</p>	Applicable
x	SCHEDULE OF Pre Bid Discussion (PBD)	Date :	Not applicable.
xi	INTEGRITY PACT (IP) & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)		Not Applicable
xii	Latest updates	<p>Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com -->Tender Notifications →View Corrigendums) and not in the newspapers. Bidders to keep themselves updated with all such information</p>	

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 Noida 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 Noida, Sundays and second/ last Saturdays.
- 4.0** Unless specifically stated otherwise, bidder shall deposit EMD through Cash Deposit (as permissible under the extant Income Tax Act) (before tender opening), Electronic Fund Transfer credited in BHEL account (before Tender Opening) or Banker's Cheque/ Demand Draft/ Pay Order in favour of Bharat Heavy Electricals Ltd, payable at Noida (along with offer).

'One Time EMD' will not be considered for this tender. All the bidders who have 'One Time EMD' with BHEL and want to participate in this tender, would also submit the requisite amount of EMD as mentioned in Clause No. 1, Salient Features of NIT, Sl. No. (vii) above.

However, the One Time EMD can be adjusted against the EMD applicable against this tender on specific request of bidder.

For Electronic Fund Transfer the details are as below:-

- a) **Name of the Beneficiary** :- Bharat Heavy Electricals Limited
- b) **Bank Particulars**
- | | | |
|--------|--|-----------------------|
| i). | Bank Name :- | STATE BANK OF INDIA |
| ii). | Bank Telephone No.(with STD code):- | 011-23352180 |
| iii). | Branch Address:- | CAG BRANCH, NEW DELHI |
| iv). | Bank Fax No. (with STD code) :- | 011-23353101 |
| v). | Branch Code :- | SBIN0009996 |
| vi). | 9 Digit MICR Code of the Bank Branch :- | 110002201 |
| vii). | Bank Account Number :- | 10813608647 |
| viii). | Bank Account Type :- | CASH CREDIT |
| ix). | 11 Digit IFSC Code of Beneficiary Branch:- | SBIN0009996 |

(Note:- In case of E-Tenders, no paper bids shall be accepted, therefore, the scanned copy of the Banker's Cheque/ Demand Draft/ Pay Order/ Details of payment made through Electronic Fund Transfer should be uploaded in the E-Procurement Portal and hard copy of the same should reach BHEL-PSNR HQ Noida before the due date and time of bid submission. BHEL shall not be responsible for postal or any other delays in this regard.)

For other details please refer General Conditions of Contract.

5.0 Procedure for Submission of Tenders:

The Tenderers must submit their Tenders to Officer inviting Tender, as detailed below:

- PART-I consisting of 'PART-I A (Techno Commercial Bid)' & 'PART-I B (EMD/COST of TENDER)' in two separate sealed and superscribed envelopes (ENVELOPE-I & ENVELOPE-II)
- PART-II (Price Bid) – in sealed and superscribed envelope (ENVELOPE-III)
- One set of tender documents shall be retained by the bidder for their reference

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

Sl no	Description	Remarks
	Part-I A	
	<p><u>ENVELOPE – I superscribed as :</u> PART-I (TECHNO COMMERCIAL BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:</p> <p>CONTAINING THE FOLLOWING:-</p>	
i.	Covering letter/Offer forwarding letter of Tenderer.	
ii.	<p>Duly filled-in 'No Deviation Certificate' as per prescribed format to be placed after document under sl no (i) above.</p> <p>Note:</p> <p>a. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be placed after document under sl no (i) above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained.</p> <p>b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding.</p> <p>i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL</p> <p>ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender</p>	
iii.	<p>Supporting documents/ annexure/ schedules/ drawing etc as required in line with Pre-Qualification criteria.</p> <p>It shall be specifically noted that all documents as per above shall be indexed properly and credential certificates issued by clients shall distinctly bear the name of organization, contact ph no, FAX no, etc.</p>	
iv.	All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc pertinent to this NIT.	
v.	Integrity Pact Agreement (Duly signed by the authorized signatory)	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 : <i>Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc</i>	
ix.	Volume – I B : Special Conditions of Contract (SCC)	
x.	Volume – I C : General Conditions of Contract (GCC)	
xi.	Volume – I D : Forms & Procedures	
xii.	Volume – II (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item	
xiii.	Any other details preferred by bidder with proper indexing.	

PART-I B	
	<p><u>ENVELOPE – II superscribed as:</u> PART-I (EMD/COST of TENDER) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:</p> <p>CONTAINING THE FOLLOWING:-</p>
i.	<p>1. Earnest Money Deposit (EMD) in the form as indicated in this Tender <u>OR</u> Documentary evidence for 'One Time EMD' with the Power Sector Region of BHEL floating the Tender</p> <p>2. Cost of Tender (Demand Draft or copy of Cash Receipt as the case may be)</p>

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

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

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

- 7.0 Deviation with respect to tender clauses and additional clauses/suggestions in Techno-commercial bid / Price bid shall NOT be considered by BHEL. Bidders are requested to positively comply with the same.
- 8.0 BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).
- 9.0 **Assessment of Capacity of Bidders – Not Applicable**
- 10.0 Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.
- 11.0 For any clarification on the tender document, the bidder may seek the same in writing or through e-mail, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
- 12.0 Not Used.
- 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 Not Used.
- 15a. **Integrity Pact (IP) – Not Applicable**
- 16.0 The Bidder has to satisfy the Pre Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre Qualification Criteria specified in this NIT as per Annexure-I (as applicable), past performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under HOLD.
- 17.0 In case BHEL decides on a 'Public Opening', the date & time of opening of the sealed PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one authorised representative to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful/Disqualified bidders under intimation to the respective bidders.
- 18.0 Validity of the offer shall be for **SIX MONTHS** from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 19.0 **Reverse Auction – Not Applicable**
- 20.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 21.0 In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.

- 22.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 23.0 **Consortium Bidding – Not Applicable**
- 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 The offers of the bidders who are on the banned/ hold list as also the offer of the bidders, who engage the services of the banned/ hold firms, shall be rejected. The list of **banned/ hold firms** is available on BHEL web site www.bhel.com.
- 27.0 It may please be noted that **guidelines/rules** in respect of Suspension of Business dealings’, ‘Vendor evaluation format’, ‘Quality, Safety & HSE guidelines’, milestone/ completion certificate, etc may **undergo change** from time to time and the latest one shall be followed. The abridge version of extant ‘Guidelines for suspension of business dealings with suppliers/ contractors’ is available on www.bhel.com on “**supplier registration page**”.

The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website (www.bhel.com).

27.1 Integrity commitment, performance of the contract and punitive action thereof:

27.1.1 **Commitment by BHEL:**

BHEL commits to take all measures necessary to prevent corruption in connection with the tender Process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

27.1.2 **Commitment by Bidder/ Supplier/ Contractor:**

- (i) The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.
- (ii) The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.
- (iii) The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the prices or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extent guidelines of the company available on www.bhel.com and / or under applicable legal provisions.

28.0 **Micro and Small Enterprises (MSE)**

Any Bidder falling under MSE category, shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.

Type under MSE	SC/ST owned	Others
Micro		
Small		

Note: - If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.

- a) MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either Udyog Aadhaar or EM-II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with attested copy of a CA certificate (format enclosed as Annexure – 3) where deemed validity of EM-II certificate of five years has expired applicable for the last audited financial year. Date to be reckoned for determining the deemed validity will be the last date of Technical Bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal.
- b) MSEs shall be exempted from payment of tender fee.
- c) MSEs shall be exempted from payment of earnest money at the time of tender deposit. However, there is no exemption of security deposit submission.
- d) Participating MSEs quoting price within price band of L1+15 % shall be considered for award of complete scope of work by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE. In case of more than one such MSE, MSE with lowest price shall be given the first option to match the L1 price. However, MSEs owned by the Scheduled Caste or the Scheduled Tribe entrepreneurs shall be given the preference for matching the L1 price irrespective of their standing in comparative statement of MSE bidders within price band of L1+15 %.

29.0 The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

30.0 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:-

- (i) Annexure-1: Pre Qualifying Criteria.
- (ii) Annexure-2: Check List.
- (iii) Annexure-3: Chartered Accountant certificate for MSMED
- (iv) Annexure-4: Feedback form

ANNEXURE - 1**PRE QUALIFYING REQUIREMENTS**

JOB	"RECTIFICATION AND RENOVATION WORK OF PROJECTS DEPTT. PORTA CABIN FLOORING AT BHEL PSNR & HRDI COMPLEX, PLOT NO. 25, SECTOR- 16A, NOIDA- 201301, UTTAR PRADESH".
TENDER NO.	BHEL/NR/SCT/PROJECTS/PORTA CABIN /1073

Sl. No.	Name and Description Of Qualifying Criteria	APPLICABLE / NOT APPLICABLE	Bidders claim in respect of fulfilling the PQR Criteria (Page no of supporting document. Bidder must fill up this column as per applicability)
A	Submission of Integrity Pact duly signed	Not Applicable	
B	Assessment of capacity of Bidder to execute the work as per sl. no. 9 of NIT.	Not Applicable	
C	<u>Technical:</u>		
C-1	<u>Bidder who wish to participate should have:</u> Executed 'Similar Work' for any one of the following in the last seven years from latest date of bid submission:		
C-1.1	One (01) work of value not less than the amount equal to Rs 3.56 Lakhs	Applicable	
	OR		
C-1.2	Two (02) works each of value not less than the amount equal to Rs. 2.23 Lakhs		
	OR		
C-1.3	Three (03) works each of value not less than the amount equal to Rs. 1.78 Lakhs		
D	<u>FINANCIAL:</u>		
D-1	<u>TURNOVER:</u> Bidder must have achieved an average annual financial turnover (Audited) of Rs 1.34 Lakhs or more over the last three Financial years (FY) i.e. (2013-14, 2014-15 and 2015-16). Bidder shall submit audited annual accounts (balance sheets and profit & loss account) in support of this. In case audited financial statements have not been submitted for all the three years as indicated above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years. If financial statements are not required to be audited statutorily, then instead of audited financial statement, financial statements are required to be certified by Chartered Accountant.	Applicable	

D-2	<p>NET WORTH</p> <p>Net worth (only in case of companies) of the bidder should be positive.</p> <p>Net worth shall be calculated based on the latest audited accounts, as furnished for 'D-1' above.</p> <p>Net worth = Paid up share capital* + Reserves. (*Share capital or partnership capital or proprietor capital as the case may be).</p>	Applicable	
D-3	<p>PROFIT</p> <p>Bidder must have earned profit in any one of the three financial years as applicable in last three years defined in 'D-1' above.</p> <p>PROFIT Shall be PBT earned during any one year of last three financial year as in D-1 above.</p>	Applicable	
E	Approval of customer	Not Applicable	
F	Consortium Criteria	Not Applicable	

Explanatory Notes for QR 'C':-

- The word '**Similar Works**' means Civil works OR Repair & Maintenance work of Buildings (Residential/ Commercial/ Industrial).
- For sl. no. 'C.1.0', 'Executed' means the bidder should have achieved this criteria, even if the total contract has not been completed or closed. Actual executed value shall be considered, irrespective of completion status of contract (s) under consideration.
- For evaluation of PQR, the credentials of the bidder alone, and not that of the Group Company shall be considered.
- For sl.no. 'C.1.0' above Value of work is to be updated with indices for "All India Avg. Consumer Price index for industrial workers" and "Monthly Whole Sale Price Index for All Commodities" with base month as per last month of work execution and indexed up to three (3) months prior to the month of latest due date of bid submission as per following formula-

$$P = \left\{ R + 0.425 \times R \times \frac{(X_N - X_0)}{X_0} + 0.425 \times R \times \frac{(Y_N - Y_0)}{Y_0} \right\}$$

Where

P = Updated value of work

R = Value of executed work

X_N = All India Avg. Consumer Price index for industrial workers for the month, three months prior to the month of latest due date of bid submission (e.g. If latest bid submission date is 03-Apr-17, then bid submission month shall be reckoned as April'17 and index for Jan'17 shall be considered).

X_0 = All India Avg. Consumer Price index for industrial workers for last month of work execution

Y_N = Monthly Whole Sale Price Index for All Commodities for the month, three months prior to the month of latest due date of bid submission (e.g. If latest bid submission date is 03-Apr-17, then bid submission month shall be reckoned as April'17 and index for Jan'17 shall be considered).

Y_0 = Monthly Whole Sale Price Index for All Commodities for last month of work execution.

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

ANNEXURE - 2**CHECK LIST****NOTE:- Tenderers are required to fill in the following details and no column should be left blank**

1	Name and Address of the Tenderer		
2	Details about type of the Firm/Company		
3.a	Details of Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
3.b	Details of alternate Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
4	EMD DETAILS	DD No: Date : Bank : Amount:	
5	Validity of Offer	TO BE VALID FOR SIX MONTHS FROM THE LATEST DUE DATE OF OFFER SUBMISSION (INCLUDING EXTENSION IF ANY)	
		APPLICABILITY(BY BHEL)	ENCLOSED BY BIDDER
6	Whether the format for compliance with PRE QUALIFICATION CRITERIA (ANNEXURE-I) is understood and filled with proper supporting documents referenced in the specified format	Applicable	YES / NO
7	Audited profit and Loss Account for the last three years	Applicable/ Not Applicable	YES/NO
8	Copy of PAN Card	Applicable/ Not Applicable	YES/NO
9	Whether all pages of the Tender documents including annexures, appendices etc are read understood and signed	Applicable/ Not Applicable	YES/NO
10	Integrity Pact	Applicable/ Not Applicable	YES/NO
11	Declaration by Authorised Signatory	Applicable/ Not Applicable	YES/NO
12	No Deviation Certificate	Applicable/ Not Applicable	YES/NO
13	Declaration confirming knowledge about Site Conditions	Applicable/ Not Applicable	YES/NO
14	Declaration for relation in BHEL	Applicable/ Not Applicable	YES/NO
15	Non Disclosure Certificate	Applicable/ Not Applicable	YES/NO
16	Bank Account Details for E-Payment	Applicable/ Not Applicable	YES/NO
17	No Claim Certificate Against NIT Language	Applicable/ Not Applicable	YES/NO
18	Tie Ups/Consortium Agreement are submitted as per format	Applicable/ Not Applicable	YES/NO
19	Power of Attorney for Submission of Tender / Signing Contract Agreement	Applicable/ Not Applicable	YES/NO
20	Analysis of Unit rates	Applicable/ Not Applicable	YES/NO

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

DATE :

AUTHORISED SIGNATORY
(With Name, Designation and Company seal)

ANNEXURE - 3**CERTIFICATE BY CHARTERED ACCOUNTANT ON LETTER HEAD**

This is to Certify that M/s ,
 (hereinafter referred to as 'company') having its registered office at
 is registered under MSMED Act 2006,(Entrepreneur
 Memorandum No (Part—II) dtd:.....,
 Category: (Micro / Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year..... as per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No. S.O.1722(E) dated October 5, 2006:
 Rs.....Lacs

2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the **MSMED Act, 2006:**
 Rs.....Lacs

(Strike off which is not applicable)

The above investment of RsLacs is within permissible limit of Rs.....Lacs forMicro / Small **(Strike off which is not applicable)** Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name -

Membership Number -

Seal of Chartered Accountant

ANNEXURE – 4**FEEDBACK FORM: From where did the Bidder get information regarding this tender**

1	NEWSPAPER ADVERTISEMENT (NAME)	
2	BHEL WEBISTE (TENDER NOTIFICATION)	
3	CENTRAL PUBLIC PROCUREMENT (CPP) PORTAL OF GOVERNMENT OF INDIA	
4	EMAIL COMMUNICATION FROM BHEL	
5	ANY OTHER SOURCE	

VOLUME- IA: TECHNICAL
CONDITIONS OF CONTRACT (TCC)

**NAME OF WORK: RECTIFICATION AND
RENOVATION WORK OF PROJECTS DEPT.
PORTA CABIN FLOORING AT BHEL PSNR &
HRDI COMPLEX, PLOT NO. 25, SECTOR- 16A,
NOIDA- 201301, UTTAR PRADESH.**

BHARAT HEAVY ELECTRICALS
LIMITED



TECHNICAL CONDITIONS OF CONTRACT (TCC)

Contents

Sl. No.	DESCRIPTION	Chapter	PAGE No.
Part-I: Contract specific details			
1	General Information	Chapter-I	3
2	Scope of Works	Chapter-II	4-7
3	Facilities in the scope of Contractor/BHEL (Scope Matrix)	Chapter-III	8-9
4	T&Ps and MMEs to be deployed by Contractor	Chapter-IV	10-11
5	T&Ps and MMEs to be deployed by BHEL on sharing basis	Chapter-V	12
6	Time Schedule	Chapter-VI	13-14
7	Terms of Payment	Chapter-VII	15
8	Taxes and other Duties	Chapter-VIII	16-17
9	Materials and Other Requirements	Chapter-IX	18
10	Other Important Conditions	Chapter-X	19-21
11	Un-Price Bid	Chapter-XI	22
12	Annexures	Chapter-XII	23-24
Part-II : Drawings			
1	Proposed Flooring Details (No. of Sheet – 1)		25

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter- I: General Information

Sl. No.	Title	Description
1.	Name of the Owner / Customer	BHARAT HEAVY ELECTRICALS LIMITED- POWER SECTOR NORTHERN REGION.
2.	Address	BHEL PSNR & HRDI COMPLEX, PLOT NO. 25, SECTOR- 16A, NOIDA- 201301. DISTRICT: GAUTAM BUDH NAGAR STATE: UTTAR PRADESH
3.	Nearest Railway station	Nizamuddin Railway Station (8.5 Km) New Delhi Railway Station (18 Km)
4.	City	District: GAUTAM BUDH NAGAR
5.	Nearest Airport	Indira Gandhi International Airport (25 Km)
6.	Highest Temperature	44 deg C
7.	Lowest Temperature	4 deg C

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

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter- II: Scope of Work

2.0	GENERAL SCOPE OF WORK
2.1	The tender specification covers all the works for “Rectification and Renovation work of Projects Dept. Porta Cabin Flooring at BHEL PSNR & HRDI Complex, Plot No. 25, Sector- 16A, Noida- 201301, Uttar Pradesh”. Work under this tender includes supply of all required materials, labour, consumables, transportation etc. complete.
2.2	The complete works shall be carried out as per BOQ cum Rate schedule (As per Annexure – I) . If any work covered in the scope of contract cannot be executed using items available in BOQ, additional / extra items shall be made and rates for such items shall be worked out as per GCC clause 2.15.7 . However contractor shall be bound to execute all the works under the scope of the contract and decision whether an extra item is applicable or not, shall be taken by BHEL Engineer, which shall be binding on the contractor.
2.3	In case the description / specifications as per BOQ are found to be incomplete, Indian Standard Codes (IS Codes) specifications shall be followed. Quantities mentioned in the BOQ cum Rate Schedules, are approximate only and liable for variation due to change of scope of work / variation in schedule of quantities, changes in design etc. The tenderers shall undertake to execute actual quantities as per advice of BHEL Engineer and accordingly the final contract price shall be worked out on the basis of quantities actually executed at site and payments will also be regulated for the same. The quantities indicated against each item may vary to any extent and no compensation will be payable in variation of Individual quantity.
2.4	Any activity which is necessarily required for satisfactory execution of any item of BOQ in line with technical specifications / IS Code Specifications shall be deemed to be included in BOQ item even if it is not described in the item description and no extra payment shall be made against such activity.
2.5	RESPONSIBILITY OF CONTRACTOR
2.5.1	Furnishing all labour (skilled, unskilled etc.), materials (except those specified in BHEL scope), supervision, construction plans, equipment, supplies, transport to and from the site, fuel, and all other incidental items and temporary works not shown or specified but reasonably implied or necessary for the proper completion, maintenance and handing over the works, in accordance with the stipulations and specifications laid down in the contract documents and additional stipulations as may be provided by the BHEL Engineer during the course of works.
2.5.2	Furnishing samples of all materials required by the BHEL Engineers for testing / inspection and approval, for use in the works. The samples may be retained by the BHEL Engineer for final incorporation in the works.
2.5.3	Furnishing test reports for the products used or intended to be used, if called for the specifications or if so desired by the BHEL Engineer.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter- II: Scope of Work

2.5.4	Giving all notices, paying all fees, taxes etc., in accordance with the General conditions of contract that is required for all works including temporary works.
2.5.5	Arranging manufacturer's supervision for items of work done as per manufacturer's specifications when so specified.
2.6	GENERAL
2.6.1	Contractor shall procure Structure Steel & Cement from reputed manufacturer & approval for the same shall be obtained from BHEL well in advance before ordering for the materials.
2.6.2	The contractor shall visit the site and ascertain the local conditions, entry and traffic restrictions, all obstructions in the area and also ascertain all site conditions. If any of such defects like cracks, sinking etc. occur after completion of work till the performance guarantee period, it shall be rectified by contractor free of cost including the supply of materials required. No claim shall be entertained on this account under any circumstances from the contractor.
2.6.3	The contractor shall provide and maintain at his own cost pumps and other equipment (as per requirement) to keep the work area free from water and continue to do so until the handing over of the work. The contractor shall clear all rubbish, vegetation, brickbats, stones etc. And dispense them suitably in allotted areas at own cost.
2.7	SPECIFICATION FOR CIVIL WORKS:
2.7.1	Standard specifications for various items of work for building construction as per the relevant IS-codes (latest edition) shall be applicable for this work. The work has to be executed as per standard IS Codes specifications, drawings and as directed by BHEL Engineer to the satisfaction of BHEL.
2.8	DETAILED SCOPE OF WORK:
	The Detailed scope of work shall include but not limited to the following:
2.8.1	Lifting the Porta Cabin on the Jack Supports: <ul style="list-style-type: none">i. BHEL Office (Porta Cabin) is a pre-fabricated Frame Structure made up of Structural Steel members. The Approx. Size of Office is 12.2 m X 21.3 m (Outer to Outer).Roof is of Structural Steel Trusses with profiled GI sheet roofing. The external and internal walls are made up of Insulated Panels. Bidders to note that the BHEL Office is in full operation and many appliances i.e. Air Conditioners, Computers, Lights, Fans etc. are functional in the Office.ii. This work shall be carried out with utmost care and precision in order to keep all the structure, fixtures, fittings and appliances which are installed in BHEL Office (Porta Cabin), safe and insulated from any damage.iii. This activity shall be planned in consultation of BHEL Engineer in order to minimise the interruption in the normal working of BHEL.iv. The contractor shall submit a working method to BHEL for approval.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter- II: Scope of Work

2.8.2	PCC and Casting of Concrete Pedestals: <ul style="list-style-type: none">i. Laying of PCC and CC Pedestals shall be done as per the standard codes and practices, in accordance to the IS Code specifications for Concreting, BOQ cum Rate Schedule and instructions of BHEL Engineer.ii. Work should be carried out in a pre-planned manner in consultation with BHEL Engineer, and should be completed in the min. time possible.
2.8.3	Providing & Fixing the Beam Supports in the base frame structure of Porta Cabin: <ul style="list-style-type: none">i. Additional supports of ISMB 100 for strengthening the base of Porta Cabin shall be provided and fixed (through bolting / welding as per feasibility) at the existing base frame of the Porta at regular intervals as per drawings and as directed by BHEL Engineer.
2.8.4	Reinstating the Porta Cabin on its original Position: <ul style="list-style-type: none">i. The Porta Cabin shall be lowered from the Jack supports to its original position with utmost care and precision so that there should be no damage to the BHEL Office, Structure and Appliances in any manner.
2.8.5	Replacing the damaged wooden Ply Boards and levelling the base of Porta Cabin.
2.8.6	Removing the existing PVC Sheet Flooring and damaged wooden Ply Base.
2.8.7	Shifting and Placing the furniture, Cabins, Work Stations for carrying out the work.
2.8.8	Providing and Laying of new PVC Sheet Flooring as per BOQ cum rate schedule and as approved by BHEL Engineer.
2.8.9	Re-instating and re-fixing the furniture, cabins, Work Stations as per agreed Layout.
	<p>Note: All above works shall be carried out in a pre-planned method in consultation with BHEL Engineer. Bidders to note that the BHEL Porta-Cabin is an operational office of BHEL-PSNR, therefore contractor has to carry out the works with utmost care and in planned manner i.e. to cause the minimum hindrance to the BHEL Official Work. External Connections of Water and Electricity, if required to be disconnected from the main supply than the same shall be informed to BHEL Engineer in advance and should be re-stored to its original position at the earliest after completion of work.</p> <p>If any damage is caused to BHEL property, Office Structure, Appliances etc. due to negligence of the contractor's workmen, staff or any other reason for which contractor is responsible, the same should be rectified/ replaced as directed by BHEL Engineer at his own cost. In case contractor fails / deny to carry out such work as per the directions of BHEL Engineer, the same shall be done by the BHEL at the Risk and Cost of Contractor along with applicable overheads.</p>
2.10	APPROVED MAKE OF MATERIALS

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter- II: Scope of Work

2.10.1	1. STRUCTURAL/REINF. STEEL : SAIL / TATA / JINDAL OR EQUIVALENT 2. PPC EQUIV. TO OPC 43 : ACC / BIRLA / JAYPEE OR EQUIVALENT 3. PAINTS : BERGER/ ICI /ASIAN PAINT / NEROLAC OR EQUIVALENT 4. FLOOR TILES : KAJARIA / JOHNSON / SOMANY OR EQUIVALENT
2.10.2	Approval of BHEL Engineer is to be obtained before procurement of materials. The make of material mentioned if not available in the market or is not suiting the site conditions or the make of any material is not mentioned in the above list equivalent / standard make may be used after the approval from BHEL Engineer.

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

Sl.No	Description	Scope / to be taken care by		Remarks
		BHEL	Bidder	
3.1.0	<u>ESTABLISHMENT</u>			
3.1.1	<i>FOR CONSTRUCTION PURPOSE:</i>			
A	<i>OPEN SPACE FOR OFFICE</i>	Yes		Limited space (free of charge) as and where available shall be provided within the BHEL premises.
B	<i>OPEN SPACE FOR STORAGE</i>	Yes		
C	<i>FIRE FIGHTING EQUIPMENT LIKE BUCKETS, EXTINGUISHERS ETC.</i>		Yes	
3.1.2	<i>FOR LIVING PURPOSES OF THE BIDDER</i>			
A	<i>OPEN SPACE</i>		Yes	Contractor have to make their own arrangement
B	<i>LIVING ACCOMMODATION</i>		Yes	
3.2.0	<u>ELECTRICITY</u>			
3.2.1	<u>ELECTRICITY FOR CONSTRUCTION PURPOSES</u>	Yes		Electricity shall be provided free of charge at a single point.
3.2.1.1	<i>SINGLE POINT SOURCE</i>	Yes		
3.2.1.2	<i>FURTHER DISTRIBUTION FOR THE WORK TO BE DONE WHICH INCLUDE SUPPLY OF MATERIALS, AND EXECUTION</i>		Yes	
3.2.2	<i>ELECTRICITY FOR LIVING ACCOMMODATION OF THE BIDDER'S STAFF, ENGINEERS, SUPERVISORS ETC ON THE ABOVE LINES.</i>		Yes	Contractor have to make their own arrangement

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

Sl.No	Description	Scope / to be taken care by		Remarks
		BHEL	Bidder	
3.3.0	<u>WATER SUPPLY</u>			
3.3.1	<u>FOR CONSTRUCTION PURPOSES:</u>			
3.3.1.1	<i>MAKING THE WATER AVAILABLE AT SINGLE POINT</i>	Yes		Water for Construction Purpose will be provided at a single point source by BHEL free of cost.
3.3.1.2	<i>FURTHER DISTRIBUTION AS PER THE REQUIREMENT OF WORK INCLUDING SUPPLY OF MATERIALS AND EXECUTION</i>		Yes	
3.4.1	<i>PROVIDING THE CONSTRUCTION DRAWINGS</i>	Yes		BHEL shall provide tentative drawings only for tendering purpose.
3.4.2	<i>DRAWINGS FOR CONSTRUCTION METHODS / DETAILED DRAWINGS AS PER SITE REQUIREMENT</i>		Yes	In consultation with BHEL.

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

A	<u>TOOL & PLANTS (T&Ps)</u> -INDICATIVE LIST OF T & Ps
Sl. No.	EQUIPMENT
1	CONCRETE MIXER M/C OF SUITABLE CAPACITY
2	WELDING MACHINE
3	LIFTING JACKS OF APPROPRIATE CAPACITY
NOTES:	<p>1 The above list is only indicative and these T&Ps may not be required for entire contract period but contractor will ensure that these T&Ps are provided as per need. Contractor has to mobilize / maintain adequate numbers of equipment for meeting the work schedule and intermediate milestones as notified by BHEL Engineer.</p> <p>2 Other terms and conditions regarding T&Ps / MMEs please also refer clause for T&Ps &MMEs in SCC.</p> <p>3 All the tools and plants required for this scope of work are to be arranged by the contractor within the quoted rates. The list is suggestive in nature. Any additional T&Ps required to be arranged by the contractor.</p> <p>4 If work gets delayed due to non-availability of T&Ps, BHEL reserves the right to get the work done at the risk and cost of contractor without prejudice to rights of BHEL as in GCC.</p>

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

B	<u>MONITORING AND MEASURING EQUIPMENTS (MMEs)</u>-INDICATIVE LIST OF MMEs
SL NO	EQUIPMENT
1	AUTO LEVEL
2	MEASURING TAPE
3	PLUMB BOBS
4	CONCRETE SLUMP CONE
5	COARSE AGGREGATE SIEVES & SAND SIEVES
6	SIEVE SHAKER
NOTES:	<ol style="list-style-type: none"> 1. The above list is only indicative and these MMEs may not be required for entire contract period but contractor will ensure that these MMEs are provided as per need. Contractor will assess actual quantity and period of requirement based on his experience. 2. Other terms and conditions regarding T&Ps / MMEs please also refer clause for T&P & MMEs in SCC. 3. All the MMEs required for this scope of work are to be arranged by the contractor within the quoted rates. The list is suggestive in nature. Any additional MMEs required to be arranged by the contractor. 4. If work gets delayed due to non-availability of MMEs, BHEL reserves the right to get the work done at the risk and cost of contractor without prejudice to rights of BHEL as in GCC.

NOT APPLICABLE

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter- VI: Time Schedule

TIME SCHEDULE			
6.0	MOBILIZATION, TIME SCHEDULE, CONTRACT PERIOD AND GRACE PERIOD		
6.1	INITIAL MOBILIZATION After receipt of fax LOA, Contractor shall discuss with BHEL Construction Manager regarding initial mobilization. Contractor shall mobilize necessary resources within 2 weeks of issue of fax letter of intent or as per the directive of Project Manager / Construction Manager. Such resources shall be progressively augmented to match the schedule of milestones as directed by BHEL Engineer.		
6.2	START DATE / ZERO DATE The schedule date of start of work shall be the date, after 2 weeks of issue of LOA, however the Actual Date of Start of Contract Period (Zero Date), shall be date of handing over of site to contractor for work and shall be certified by the BHEL Engineer.		
6.3	COMPLETION PERIOD Entire work as detailed in tender specification shall be completed within 45 days from the actual date of start of contract period (Zero Date) . Contractor has to mobilize adequate resources to meet BHEL's commitments / requirements as indicated from time to time.		
6.4	Detailed Work completion Schedule shall be submitted for approval by the successful bidder within 2 weeks of issue of LOA.		
6.5	In case due to reasons not attributable to the contractor, the work gets delayed and scheduled completion gets extended, time extension will be accordingly granted by BHEL.		
6.6	The work under the scope of this contract is deemed to be completed in all respects, only when all the works are carried out as per satisfaction of BHEL. The decision of BHEL on completion date shall be final and binding on the contractor.		
6.7	In order to meet above schedule in general, and any other intermediate targets set, to meet BHEL requirements, contractor shall arrange & augment all necessary resources from time to time on the instructions of BHEL.		
6.8	MILESTONES FOR COMPLETION OF WORKS		
6.8.1	COMPLETE WORKS : 45 days from Actual Date of Start of Contract Period (Zero Date) with indicative milestones as below:		
6.8.2	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%; padding: 5px;"> A. Lifting the Porta Cabin on the Jack Supports. Providing and fixing beam support at the base frame structure of the Porta Cabin. Laying PCC and Casting the Concrete Pedestals at appropriate spacing for strengthening the base and re-instating the Porta Cabin on the concrete pedestals from the Jack supports including levelling. </td> <td style="width: 30%; padding: 5px; vertical-align: top;"> Within 30 days from the Zero Date. </td> </tr> </table>	A. Lifting the Porta Cabin on the Jack Supports. Providing and fixing beam support at the base frame structure of the Porta Cabin. Laying PCC and Casting the Concrete Pedestals at appropriate spacing for strengthening the base and re-instating the Porta Cabin on the concrete pedestals from the Jack supports including levelling.	Within 30 days from the Zero Date.
A. Lifting the Porta Cabin on the Jack Supports. Providing and fixing beam support at the base frame structure of the Porta Cabin. Laying PCC and Casting the Concrete Pedestals at appropriate spacing for strengthening the base and re-instating the Porta Cabin on the concrete pedestals from the Jack supports including levelling.	Within 30 days from the Zero Date.		

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter- VI: Time Schedule

	B. Removing the existing PVC sheet Flooring and damaged wooden ply base. Shifting and placing the Furniture, cabins, Work Stations for carrying out the work. Replacing the damaged wooden Ply Boards and levelling the Base of Porta cabin.	Within 35 days from Zero Date
	C. Providing and laying the new PVC sheet flooring. Replacing and re-fixing the Furniture, cabins, Work Stations as per agreed Layout. Completion and Handing Over of completed works.;	Within 45 Month from Zero Date
6.9	<u>CONSEQUENCE OF DELAY</u> In case of delay in completion is attributable to the contractor, BHEL may impose LD on the contractor as per GCC.	

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter- VII: Terms of Payment

7.0	TERMS OF PAYMENT
7.1	The 'Engineer' will certify regarding the actual work executed in the measurement books and bills, which shall be accepted by the contractor in measurement book.
7.2	The Contractor shall be paid monthly running bill as per chapter - X of SCC and Clause Nos. 2.22 & 2.23 of GCC. The format for billing shall be approved by BHEL before raising invoices.
7.3	The contractor on certification of the BHEL Engineer at site is entitled for payments of his running bills which shall be subject to any deduction/retention specifically under clauses 2.22 of GCC and 10.0 of SCC.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter- VIII: Taxes & Duties

8.0	TAXES & DUTIES
8.1	Price quoted should be inclusive of all applicable Taxes/charges Excluding GST . The Contractor shall pay all other taxes, fees, royalty, commission etc. which may be levied on the contractor in executing the contract. In case BHEL is forced to pay any of such taxes, it shall be recovered from Contactor's bills or otherwise as deemed fit.
8.2	GST shall be payable extra as per following:
8.2.1	Vendor has to issue correct HSN/SAC code wise bill indicating therein description, value, rate, due tax and other particulars in compliance with the provisions of relevant GST Act and Rules.
8.2.2	Vendor has to submit GST compliant invoice within 7 days from the due date of invoice as per GST Law.
8.2.3	GST portion of invoice shall be released only when all the following conditions are satisfied by the Contractor: a. Supply of goods and services have been received by BHEL. b. Original Tax Invoice has been submitted to BHEL. c. Contractor has declared such invoice in his applicable GST return. d. Documentary evidence or undertaking regarding discharge of GST liability in respect of supplies made by vendor has been furnished.
8.2.4	For the purposes of claiming GST from BHEL, invoice issued by contractor should be in line with provisions of GST Act & Rules. Special care should be taken in case of month end transactions.
8.2.5	The taxes and duties referred in this chapter or elsewhere in the NIT/contract is limited to direct transactions between BHEL & its Sub-Contractor. BHEL is not responsible for any liability that may arise due to any transaction beyond the direct transaction between BHEL & its Sub-Contractor.
8.3	<u>Variation in Taxes & Duties:</u> Any upward variation in GST shall be considered for reimbursement provided supply of goods and services are made within schedule date stipulated in the contract. In case the Government imposes any new levy/tax on the output service/goods after price bid opening, the same shall be reimbursed by BHEL at actual. The reimbursement under this clause is restricted to the direct transaction between BHEL and its contactor only and within the contractual delivery period only. In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer but before opening of the price Bid, 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.

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter- VIII: Taxes & Duties

8.4	<p><u>Modalities of Tax Incidence on BHEL:</u></p> <p>Where GST law permits more than one option or methodology for discharging liability of tax/ levy/ duty; the contractor shall approach BHEL before choosing any option to discharge his tax liability. BHEL shall have the right to direct the contractor to adopt the appropriate option considering the amount of tax liability on BHEL as well as procedural simplicity with regard to assessment of the liability.</p> <p>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.</p>
8.5	<p>Any loss to BHEL due to non-compliance of above noted clauses and/or provisions of the GST Act and/or Rules by the contractor shall be to his account.</p>

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter- IX: Materials and Other Requirements

9.0	MATERIALS
9.1	The contractor shall, at his own expenses (Inclusive of Taxes), provide all materials required for the work.
9.2	All materials to be provided by the Contractor shall be of the best kind in conformity with the specifications laid down in the contract or as per relevant Indian standard and the Contractor shall, if requested by the BHEL Engineer, furnish proof to the satisfaction of BHEL Engineer that the materials so comply.
9.3	The Contractor shall, at his own expense and without delay, supply to the BHEL Engineer samples of materials proposed to be used in the works. The BHEL Engineer shall within seven days of supply of samples or within such further period as he may require will intimate to the Contractor in writing, whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the BHEL Engineer for his approval fresh samples complying with the specifications laid down in the Contract. Any delay in approval of samples (original or fresh ones) shall not make the contractor eligible for any compensation.
9.4	The BHEL Engineer shall have full powers for removal of any or all of the materials brought to site by the Contractor which are not in accordance with the Contract specifications or do not conform in character or quality to samples approved by him. In case of default on the part of the Contractor in removing rejected materials, the BHEL Engineer shall be at liberty to have them removed by other means. The BHEL Engineer shall have full powers to procure other proper material to be substituted for rejected materials and in the event of the Contractor refusing to comply; he may cause the same to be supplied by other means. All costs, which may attend upon such removal and / or substitution, shall be borne by the Contractor.
9.5	Material required for the works, whether brought by the Contractor or supplied by BHEL, shall be stored by the Contractor only at places approved by the Engineer. Storage and safe custody of material shall be the responsibility of the contractor.
9.6	BHEL's officials concerned with the Contract shall be entitled at any time to inspect and examine any materials intended to be used in or on the works, either on the Site or at factory or workshop or other place(s) where such materials are assembled, fabricated, manufactured or at any place (s) where these are lying or from which these are being obtained and the Contractor shall give such facilities as may be required for such inspection and examination.
9.7	All materials brought to the Site shall become and remain the property of BHEL and shall not be removed off the Site without the prior written approval of the BHEL Engineer. But whenever the Works are finally completed and advance, if any, in respect of any such material is fully recovered, the Contractor shall at his own expense forthwith remove from the Site all surplus material originally supplied by him and upon such removal, the same shall re-vest in and become the property of the Contractor.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter- X: Other Important Conditions

10.0	EXECUTION OF WORK
10.1	The work shall be executed in a workman like manner and to the entire satisfaction of the BHEL Engineer and as per technical specification issued with tender, IS codes, CPWD specifications as applicable. In case of conflict, the decision of the BHEL Engineer shall be final & binding.
10.2	SITE DRAINAGE
10.2.1	All water including sub-soil water which may accumulate on the Site during the progress of the works or in trenches and excavations, including monsoon period shall be removed by the contractor from the Site to the satisfaction of the BHEL Engineer. All such expenditure on de-watering shall be deemed to be included in quoted rates.
10.3	INSPECTION AND STAGE APPROVAL OF THE WORK
10.3.1	All work embracing more than one process shall be subject to examination and approval at each stage thereof and the Contractor shall give due notice in writing to the BHEL Engineer when each stage is ready. In default of such notice being received, the BHEL Engineer shall be entitled to approve the quality and extent thereof at any time he may choose and in the event of any dispute, the decision of the BHEL Engineer thereon shall be final and conclusive.
10.4	NUISANCE
10.4.1	The Contractor shall not at any time do, cause or permit any nuisance on Site or do anything which shall cause unnecessary disturbance or inconvenience to owners, BHEL Staff or occupiers of other properties near the Site and to the public generally.
10.5	PROTECTION OF WORKS
10.5.1	The contractor shall provide and maintain at his own expense all lights, guards, fencing and watching when and where necessary or required by the BHEL Engineer for the protection of the Works or for the safety and convenience of those employed on the Works or the public.
10.5.2	The contractor shall have total responsibility for protecting his works till it is finally taken over by the BHEL. No claim will be entertained by the BHEL for any damage or loss to the contractor's works and the contractor shall be responsible for the complete restoration of the damaged works to its original condition to comply with the specifications and drawings.
10.6	COMPLETION OF WORK
10.6.1	The works shall be completed to the entire satisfaction of the BHEL Engineer and in accordance with the technical specifications as specified in the Contract, and all unused stores and materials, tools, plant, equipment, and other things shall be removed and the site and work cleared of rubbish and all waste materials and delivered up clean and tidy to the satisfaction of the BHEL Engineer at the Contractor's expenses.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter- X: Other Important Conditions

10.6.2	BHEL shall have power to take over from the Contractor from time to time such sections of the work as have been completed to the satisfaction of the BHEL Engineer.
10.7	COMMENCEMENT OF GUARANTEE PERIOD
10.7.1	The Guarantee period shall commence only after completion & handing over of the entire works. The BHEL Engineer shall certify to the contractor the date on which the work is completed & handed over and the date thereof for commencement of Guarantee Period. The duration of Guarantee Period shall be as per GCC.
10.8	METHOD OF MEASUREMENT
10.8.1	Method of measurements if not specified in the tender, shall be as per relevant IS Codes / CPWD specifications.
10.9	HSE& OHSAS:
	The contractor shall comply with the requirements / stipulations of Chapter-IX of SCC towards Health, Safety and Environment.
10.10	DISCREPANCIES AND ADJUSTMENT OF ERRORS:
10.10.1	The several documents forming the Contract are to be taken as mutually explanatory of one another.
10.10.2	In case of discrepancies between schedules of quantities, the specification and / or the drawings, the following order of preference shall be observed: (a) Description in schedule of quantities. (b) Technical Conditions of Contract. (c) Special Conditions of Contract (d) General Conditions of Contract
10.10.3	If there are varying or conflicting provisions made in any one document forming part of the contract, the BHEL Engineer shall be the deciding authority with regard to the document.
10.10.4	Any error in description, quantity in schedule of quantities or any omission therefrom shall not vitiate the contract or release the contractor from the execution of the whole or any part of the works comprised therein according to the drawings and specifications or from any of his obligations under the contract.
10.11	MODIFICATION/ DELETION OF GCC & SCC CLAUSES: A. Clause No. 1.6 of SCC shall not be applicable. B. Clause No. 2.0 (General Services to be rendered by the Bidder) shall not be applicable. C. Clause No. 4.1.4, 4.1.9 & 4.1.10 of SCC (Consumables and Other Items) shall not be applicable.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter- X: Other Important Conditions

	<ul style="list-style-type: none">D. Clause No. 4.2.2 of SCC (Obligations in respect of T&Ps and MMEs provided by BHEL) shall not be applicable.E. Clause No. 5.5 of SCC shall not be applicable.F. Clause No. 6.0 (Material Handling, Storage and Preservation) shall not be applicable.G. Clause No. 8.0 of SCC (Inspection & Quality) shall not be applicable.H. In the HSE Plan for Site Operation by Sub-Contractor “Document No. HSEP14 rev. 00” Clause No. 8.4.1 to 8.4.11, except Clause No. 8.4.5 shall not be applicable.I. In the HSE Plan for Site Operation by Sub-Contractor “Document No. HSEP14 rev. 00” Clause No. 9.3, 9.4, 10.2, 11.2 & 11.3.6 shall not be applicable.J. Clause No. 1.4.2 of GCC (Reverse Auction) shall not be applicable.K. Clause No. 1.15.13 of GCC (Additional Security Deposit) shall not be applicable.L. Clause No. 2.9 of GCC (Progress Monitoring, Monthly Review and Performance Evaluation) shall not be applicable.M. Clause No. 2.13 of GCC (Interest bearing recoverable advance) shall not be applicable.N. Clause No. 2.12 of GCC (ORC) shall not be applicable.O. Clause No. 2.17 of GCC (PVC) shall not be applicable.P. Clause No. 2.18 (Insurance) shall not be applicable.Q. Clause No. 2.26 of GCC (Reverse Auction) shall not be applicable.<ul style="list-style-type: none">I. Clause No. 4.2.2 of SCC (Obligations in respect of T&Ps and MMEs provided by BHEL) shall not be applicable
--	---

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter- XI: UN-PRICE BID

UN-PRICE BID

SCOPE OF WORK: RECTIFICATION AND RENOVATION WORK OF PROJECTS DEPTT. PORTA CABIN FLOORING AT BHEL PSNR & HRDI COMPLEX, PLOT NO. 25, SECTOR- 16A, NOIDA- 201301, UTTAR PRADESH.

Sl. No.	Description of Item	Lump sum Price ("A") in Rupees (in figures and words)
1.0	LUMP SUM PRICE FOR THE WORK OF "RECTIFICATION AND RENOVATION WORK OF PROJECTS DEPT. PORTA CABIN FLOORING AT BHEL PSNR & HRDI COMPLEX, PLOT NO. 25, SECTOR- 16A, NOIDA- 201301, UTTAR PRADESH."	Quoted in Price Bid

Notes:

- The rates of different items for the entire scope shall be worked out & awarded as per BOQ Cum Rate schedule ("Annexure-I") of TCC.
- The price will remain firm for entire contract period.
- GST as applicable shall be paid extra.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter- XII: Annexures

Annexure-I						
BOQ Cum Rate Schedule						
Name of Work: Rectification and Renovation work of Projects Dept. Porta Cabin Flooring at BHEL PSNR & HRDI Complex, Plot No. 25, Sector- 16A, Noida- 201301, Uttar Pradesh.						
Sl. No.	Description	UOM	Qty.	Factor (F)	Rate (Rs.) = Factor (F) * A / 1000 (Rounded off to two place after decimal)	Amount (Rs.) = Rate *Quantity
1	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to Plinth / Floor level :					
(i)	1:4:8 (1 Cement : 4 coarse sand : 8 graded stone aggregate 40 mm nominal size)	CUM	1.00	10.550		
(ii)	1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size)	CUM	3.40	12.910		
2	Form Work: Centering and shuttering including strutting, propping etc. and removal of form for : Foundations, footings, bases of columns, etc. for mass concrete.	SQM	35.30	0.460		
3	Lifting the Porta Cabin (Approx. Size: 12.2m X 21.3m) on the Jack supports for carrying out the base strengthening work (i.e. providing additional supports of concrete footings, painting on the base channels and wooden base etc.) including providing and fixing all the jacks, base supporting beams, all special tools and tackles till completion of the work and reinstating the porta cabin on the concrete pedestal supports (properly levelled surface) after removal of the jack system.	L.S.	1.00	140.685		
4	Structural steel work for providing bottom support beam (ISMB- 100) in single section, fixed with or without connecting plate, including cutting, hoisting, fixing /welding in position and applying a priming coat of approved steel primer all complete	Kg	818.80	0.140		
5	Providing and laying 2 mm thick antistatic PVC flooring / skirting of approved shade as per IS:3462 and laying as per IS:5316 all complete.	SQ.M.	235.00	1.800		
6	Replacing the existing damaged wooden ply base, including removing the existing ply base, providing and fixing 18 mm thick marine plywood (confirming to IS: 710), with necessary screws, bolts, accessories etc. and disposing the removed materials as directed by BHEL Engineer.	SQM	24.00	5.110		

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter- XII: Annexures

7	Relacing the Existing damaged Floor Tiles, with the rectified Glazed Ceramic Floor tiles (matt finish) of size 300 X 300 mm (thickness to be specified by the manufacturer), of 1st quality confirming to IS : 15622, of approved make and approved color, to be fixed with cement based high polymer modified quick-set tile adhesive (water based) confirming to IS: 15477 in average 3 mm thickness, grouting the joints with white cement and matching pigments, including removing the existing damaged tiles and disposing off the same as directed by BHEL Engineer.	SQM	3.00	1.960		
8	Dismantling / Removing the existing PVC sheet flooring, including dismantling / opening the furniture items, shifting, placing and re-shfiting the same for providing the open area for PVC Flooring work.	L.S.	1.00	100.160		
9	Painting with black anti-corrosive bitumastic paint of approved brand and manufacture to give an even shade : One or more coats on old work	SQM	235.00	0.095		
10	Total Lumpsum Price (A)					
NOTES:						
1	Bidder's quoted price above shall be complete in all respect for the full scope defined in specification and in accordance with all terms & conditions of tender.					
2	Contractor shall fully understand description and Specifications of items mentioned in BOQ.					
3	Conditional price bids with any deviation / clarification etc. are liable to be rejected. No cutting / erasing / over writing shall be done.					
4	Quantities mentioned in rate schedules are approximate only and liable for variation on either side depending upon site / design requirement. The tentative contract value (CV) of entire scope of work shall be calculated as per finally quoted / accepted rates & the Quantities indicated in BOQ cum Rate Schedule .					
5	Contractor's total quoted price as per rate schedule will be taken as tentative only. The contractor undertakes to execute actual quantities as per advice of BHEL Engineer and accordingly the final contract price shall be worked out on the basis of quantities actually executed at site and payments will also be regulated for the same.					
6	In case of any mis-match in rate and amount on price discrepancy, the same will be dealt as per clause no. 1.4 of GCC.					

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Following Drawing is attached with the Tender only for the Guidance of the Bidder:

Drg. No. : BHEL: PSNR: PMX: OFC: BF: 01

Title : LAYOUT OF BASE FRAME FOR BHEL OFFICE (PORTA CABIN)

Note: The drawing mentioned above is tentative and only for the guidance of the bidders. Any modification, deletion / Addition as required and felt necessary shall be carried out by the contractor in consultation of BHEL.

