

Rev 01  
1<sup>st</sup> Jun  
2012

# NOTICE INVITING TENDER

(Document No PS:MSX:NIT)

Bharat Heavy Electricals Limited



Ref: BHEL/NR/SCT/PARBATI-II/DISMANT &amp; TPT/1188

**NOTICE INVITING E-TENDER (NIT)**  
**BIDDER TO SUBMIT OFFERS ON PORTAL**  
**<https://bhel.abcprocure.com>**

To

Dear Sir/Madam

**Sub : NOTICE INVITING E-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. **Salient Features of NIT**

S.NO.	ISSUE	DESCRIPTION	
i	TENDER NUMBER	<b>BHEL/NR/SCT/PARBATI-II/DISMANT &amp; TPT/1188</b>	
ii	Broad Scope of job	“Dismantling and Demolishing of Open Storage Yard and Closed Store Shed Complex at site for Parbati Stage-II at Salah, Distt. Kullu (H.P.) and Transportation of Reusable Materials from Parbati Stage-II, Salah, Distt. Kullu (H.P.) to Shahpurkandi HEP Site, Distt. Pathankot, Punjab.”	
<b>iii DETAILS OF TENDER DOCUMENT</b>			
a	Volume-IA	<u>Technical Conditions of Contract (TCC)</u> consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc	Applicable
b	Volume-IB	<u>Special Conditions of Contract (SCC)</u>	Applicable
c	Volume-IC	<u>General Conditions of Contract (GCC)</u>	Applicable
d	Volume-ID	<u>Forms and Procedures</u>	Applicable
e	Volume-II	<u>Price Schedule (Absolute value).</u>	Applicable
iv	Issue of Tender Documents	From BHEL website ( <a href="http://www.bhel.com">www.bhel.com</a> ) and <a href="https://bhel.abcprocure.com">https://bhel.abcprocure.com</a> Tender documents will be available at website till due date of submission	Applicable
v	DUE DATE & TIME OF OFFER SUBMISSION	Date : 24/02/2020, Time : 1500 HRS Place : on <a href="https://bhel.abcprocure.com">https://bhel.abcprocure.com</a>	Applicable
vi	OPENING TENDER OF	At due date / time Date : 24/02/2020, Time : 1530 HRS 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	Applicable

		extended to the next working day. (2) Bidder may depute representative to witness the opening of tender. <b>However it being an e-tender it shall be opened online</b>	
vii	EMD AMOUNT	Rs. 45,400/-	Applicable
viii	COST OF TENDER	Rs. 2000/-.	Applicable
ix	LAST DATE FOR SEEKING CLARIFICATION	<p><b>Five days before bid submission due date.</b> Along with soft version also, addressing to contact address given below</p> <p>1) Name: Rashmi Sahu Designation: Dy. Engineer Dept: SCT Address: BHEL-PSNR, PLOT NO. 25, SECTOR – 16A, NOIDA - 201301 Phone: (Landline/Mobile) 0120 - 2416449 Email : <a href="mailto:rsahu@bhel.in">rsahu@bhel.in</a></p> <p>2) Name: G.V.RAJASEKHAR Designation: SR. Manager Dept: SCT Address: BHEL-PSNR, PLOT NO. 25, SECTOR – 16A, NOIDA - 201301 Phone: (Landline/Mobile) 0120-2416232 Email : <a href="mailto:gyr@bhel.in">gyr@bhel.in</a></p>	Applicable
x	SCHEDULE OF Pre Bid Discussion (PBD)		Not applicable.
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)		Not applicable
xii	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage ( <a href="http://www.bhel.com">www.bhel.com</a> -->Tender Notifications → View Corrigendums) & portal <a href="https://bhel.abcprocure.com">https://bhel.abcprocure.com</a> <b>and not in the newspapers</b> . Bidders to keep themselves updated with all such information	
xiii	Tender submission	on portal <a href="https://bhel.abcprocure.com">https://bhel.abcprocure.com</a>	

2. 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, **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. 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.

As this tender is an E-Tender and no paper bids will be accepted therefore the scanned copy of the Demand Draft or the Cash Receipt issued by BHEL PSNR should be uploaded in the E procurement portal. Hard Copy of the demand draft 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.

4. Unless specifically stated otherwise, tender must be accompanied by the prescribed amount of Earnest Money Deposit (EMD) in the manner described in Clause no. 1.9 of General Conditions of Contract.

'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)-:	011-23475566
iii). Branch Address:-	CAG II BRANCH, NEW DELHI 4 <sup>th</sup> & 5 <sup>th</sup> FLOOR, REDFORT CAPITAL, PARASNATH TOWERS, BHAI VEER SINGH MARG, GOLE MARKET, NEW DELHI-110001
iv). Bank Fax No. (with STD code) :-	011-23475566
v). Branch Code :-	17313
vi). 9 Digit MICR Code of the Bank Branch :-	110002562
vii). Bank Account Number :-	10813608647
viii). Bank Account Type :-	CASH CREDIT
ix). 11 Digit IFSC Code of Beneficiary Branch:-	SBIN0017313

(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/ Fixed Deposit Receipt (FDR) / Bank Guarantee 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.)

5. **Procedure for Submission of Tenders**: This is an E-tender floated online through our E-Procurement Site <https://bhel.abcprocure.com>. The bidder should respond by submitting their offer online only in our e-Procurement platform at <https://bhel.abcprocure.com>. Offers are invited in two-parts only.

#### **Documents Comprising the e-Tender**

The tender shall be submitted online ONLY EXCEPT TENDER FEE & EMD (in physical form) as mentioned below:

##### **a. Technical Tender (UN priced Tender)**

All Technical details (eg. Eligibility Criteria requested (as mentioned below)) should be attached in e-tendering module, failing which the tender stands invalid & may be REJECTED. Bidders shall furnish the following information along with technical tender (preferably in pdf format):

- i. Tender Cost and Earnest money Deposit (EMD) furnished in accordance with NIT Clause 3.0 & 4.0.
- ii. Technical Bid (without indicating any prices).

**b. Price Bid:**

- i. Prices are to be quoted in the attached Price Bid format online on e-tender portal.
- ii. The price should be quoted for the accounting unit indicated in the e-tender document.
- iii. Note: It is the responsibility of tenderer to go through the Tender document to ensure furnishing all required documents in addition to above, if any. Any deviation would result in REJECTION of tender and would not be considered at a later stage at any cost by BHEL.
- iv. A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
- v. A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
- vi. In case offer is sent through hard copy/fax/telex/cable/electronically in place of e-tender, same shall not be considered.

**DO NOT“S**

Bidders are requested NOT to submit the hard copy of the Bid. In case offer is sent through hard copy/fax/telex/cable/electronically in place of e-tender, the same shall not be considered. **Also, uploading of the price bid in prequalification bid or technical bid may RESULT IN REJECTION of the tender.**

**Digital Signing of e-Tender**

Tenders shall be uploaded with all relevant PDF/zip format. The relevant tender documents should be uploaded by an authorized person having Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION digital signature certificate (DSC).

**The Requirement:**

1. A PC with Internet connectivity &
2. DSC (Digital Signature Certificate)(**Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION**)

BHEL has finalized the e-procurement service Provider:-

**M/s AbcProcure, Ahmedabad**

A-202/208, Wall Street-II, Opp. Orient Club, Nr. Gujarat College,  
Ellis Bridge, Ahmedabad-380006

The contact details of the service provider are given below:

<b>Name</b>	<b>Contact Nos.</b>	<b>e-mail ID</b>	<b>Role</b>	<b>Location</b>
Swapnil Hamilton	+91 79 40270549	<a href="mailto:swapnil.h@eptl.in">swapnil.h@eptl.in</a>	Support Executive	HO – Ahmedabad
Hardik Oza	+91 79 40270560	<a href="mailto:Hardik.oza@eptl.in">Hardik.oza@eptl.in</a>	Support Executive	HO – Ahmedabad
Ankur Bhatt	+91 79 40270590	<a href="mailto:ankur.bhatt@eptl.in">ankur.bhatt@eptl.in</a>	Support Executive	HO – Ahmedabad
Prashant Rajyaguru	+91 79 40270545 / 9016859416	<a href="mailto:prashant@eptl.in">prashant@eptl.in</a>	Ast. Manager – Implementation & Support	HO – Ahmedabad
Dharam Rathod	+91 79 40270596 / 9374519754	<a href="mailto:dharam@eptl.in">dharam@eptl.in</a>	Manager – Implementation & Support	HO – Ahmedabad
Pradip Parmar	+91 79 40270532 / 9328657215	<a href="mailto:pradip@eptl.in">pradip@eptl.in</a>	Sr Manager – Implementation & Support	HO – Ahmedabad
Devang Patel	+91 79 40270576 / 99983 05442	<a href="mailto:devang@eptl.in">devang@eptl.in</a>	Sr Manager – Implementation & Support	HO – Ahmedabad

The process of utilizing e-procurement necessitates usage of **DSC (Digital Signature Certificate) (Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION)** and you are requested to procure the same immediately, if not presently available with you. Please note that only with DSC, you will be able to login the e-procurement secured site and take part in the tendering process.

1. The contact details of the DSC Certifying Authority as given below

1	<b>GNFC</b>	<a href="http://www.ncodesolutions.com">www.ncodesolutions.com</a>
2	<b>e-Mudhra</b>	<a href="http://www.e-Mudhra.com">http://www.e-Mudhra.com</a>
3	<b>Safescrypt</b>	<a href="http://www.safescrypt.com">www.safescrypt.com</a>

Vendors are also requested to go through seller manual available on <https://bhel.abcprocure.com>.

6. **Not Used**
7. 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. 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. **Assessment of Capacity of Bidders:**

**Bidder's capacity for executing the job under tender shall be assessed 'LOAD' wise and 'PERFORMANCE' wise as per the following:**

- I. **LOAD:** Load takes into consideration **ALL** the contracts of the Bidder under execution with BHEL Regions, irrespective of whether they are similar to the tendered scope or not. The cut off month for reckoning 'Load' shall be the 3<sup>rd</sup> Month preceding the month corresponding to the 'latest date of bid submission', in the following manner -  
**(Note:** For example, if latest bid submission is in Jan 2017, then the 'load' shall be calculated up to and inclusive of Oct 2016)

Total number of Packages in hand = Load (P)

Where 'P' is the sum of all unit wise identified packages (refer table-1) under execution with BHEL Regions as on the cut off month defined above, including packages yet to be commenced, excepting packages which are on Long Hold.

- II. **PERFORMANCE:** Here 'Monthly Performance' of the bidder for all the packages (under execution/ executed during the 'Period of Assessment' in all Power Sector Regions of BHEL) **SIMILAR** to the packages covered under the tendered scope, excepting packages not commenced shall be taken into consideration. The 'Period of Assessment' shall be 6 months preceding and including the cut off month. The cut off month for reckoning 'Period of Assessment' shall be the 3<sup>rd</sup> Month preceding the month corresponding to 'latest date of bid submission', in the following manner:

**(Note:** For example, if 'latest date of bid submission' is in Jan 2017, then the 'performance' shall be assessed for a 6 months' period up to and inclusive of Oct 2016 (i.e. from May 2016 to Oct 2016), for all the unit wise identified packages (refer Table -1))

- i). **Calculation of Overall 'Performance Rating' for 'Similar Package/Packages' for the tendered scope under execution at Power Sector Regions for the 'Period of Assessment':**

This shall be obtained by summing up the 'Monthly Performance Evaluation' scores obtained by the bidder in all Regions for all the similar Package/packages', divided by the total number of Package months for which evaluation should have been done, as per procedure below:

- $P_1, P_2, P_3, P_4, P_5, \dots, P_N$  etc. be the packages (under execution/ executed during the 'Period of Assessment' in all Regions of BHEL) **SIMILAR** to the packages covered under the tendered scope, excepting packages not commenced. Total number of similar packages for all Regions =  $P_T$  (i.e.  $P_T = P_1 + P_2 + P_3 + P_4 + \dots + P_N$ )
- Number of Months ' $T_1$ ' for which 'Monthly Performance Evaluation' as per relevant formats, should have been done in the 'Period of Assessment' for the corresponding similar package  $P_1$ . Similarly  $T_2$  for package  $P_2$ ,  $T_3$  for package  $P_3$ , etc. for the tendered scope. Now calculate cumulative total months ' $T_T$ ' for total similar Packages ' $P_T$ ' for all Regions (i.e.  $T_T = T_1 + T_2 + T_3 + T_4 + \dots + T_N$ )
- Sum ' $S_1$ ' of 'Monthly Performance Evaluation' Scores ( $S_{1-1}, S_{1-2}, S_{1-3}, S_{1-4}, S_{1-5}, \dots, S_{1-T_1}$ ) for similar package  $P_1$ , for the 'period of assessment' ' $T_1$ ' (i.e.  $S_1 = S_{1-1} + S_{1-2} + S_{1-3} + S_{1-4} + S_{1-5} + \dots + S_{1-T_1}$ ). Similarly,  $S_2$  for package  $P_2$  for period  $T_2$ ,  $S_3$  for package  $P_3$  for period  $T_3$  etc. for the tendered scope for all Regions. Now calculate cumulative sum ' $S_T$ ' of 'Monthly Performance Evaluation' Scores for total similar Packages ' $P_T$ ' for all Regions (i.e. ' $S_T = S_1 + S_2 + S_3 + S_4 + S_5 + \dots + S_N$ ')
- Overall Performance Rating ' $R_{BHEL}$ ' for the Similar Package/Packages** (under execution/ executed during the 'Period of Assessment') in all the Power Sector Regions of BHEL

$$\begin{aligned}
 & \text{Aggregate of Performance scores for all similar packages in all the Regions} \\
 & = \frac{\text{Aggregate of months for each of the similar packages for which performance}}{\text{should have been evaluated in all the Regions}} \\
 & = \frac{S_T}{T_T}
 \end{aligned}$$

- Bidders to note that the risk of non-evaluation or non-availability of the 'Monthly Performance Evaluation' reports as per relevant formats is to be borne by the Bidder.
- Table showing methodology for calculating 'a', 'b' and 'c' above

Sl. No.	Item Description	Details for all Regions							Total
		(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)	
1	Similar Packages for all Regions → (under execution/ executed during period of assessment)	$P_1$	$P_2$	$P_3$	$P_4$	$P_5$	...	$P_N$	Total No. of similar packages for all Regions = $P_T$ i.e. Sum $(\Sigma)$ of columns (iii) to (ix)
2	Number of Months for which 'Monthly Performance Evaluation' as per relevant formats should have been done in the 'period of assessment' for corresponding Similar Packages ( as in row 1)	$T_1$	$T_2$	$T_3$	$T_4$	$T_5$	...	$T_N$	Sum $(\Sigma)$ of columns (iii) to (ix) = $T_T$

Sl. No.	Item Description	Details for all Regions								Total
		(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)	(x)	
3	Monthly performance scores for the corresponding period (as in Row 2)	S <sub>1-1</sub> , S <sub>1-2</sub> , S <sub>1-3</sub> , S <sub>1-4</sub> , ... S <sub>1-T1</sub>	S <sub>2-1</sub> , S <sub>2-2</sub> , S <sub>2-3</sub> , S <sub>2-4</sub> , ... S <sub>2-T2</sub>	S <sub>3-1</sub> , S <sub>3-2</sub> , S <sub>3-3</sub> , S <sub>3-4</sub> , ... S <sub>3-T3</sub>	S <sub>4-1</sub> , S <sub>4-2</sub> , S <sub>4-3</sub> , S <sub>4-4</sub> , ... S <sub>4-T4</sub>	S <sub>5-1</sub> , S <sub>5-2</sub> , S <sub>5-3</sub> , S <sub>5-4</sub> , ... S <sub>5-T5</sub>	.. ... ... ... ...	S <sub>N-1</sub> , S <sub>N-2</sub> , S <sub>N-3</sub> , S <sub>N-4</sub> , ... S <sub>N-TN</sub>	-----	
4	Sum of Monthly Performance scores of the corresponding Package for the corresponding period (as in row-3)	S <sub>1</sub>	S <sub>2</sub>	S <sub>3</sub>	S <sub>4</sub>	S <sub>5</sub>	...	S <sub>N</sub>	Sum (Σ) of columns (iii) to (ix) = $S_T$	

ii). Calculation of Overall 'Performance Rating' ( $R_{BHEL}$ ) in case at least 6 evaluation scores for 'similar Package/Packages' for the tendered scope ARE NOT AVAILABLE, during the 'Period of Assessment':

This shall be obtained by summing up the 'Monthly Performance Evaluation' scores obtained by the bidder in all Regions for ALL the packages, divided by the total number of Package months for which evaluation should have been done. ' $R_{BHEL}$ ' shall be calculated subject to availability of 'performance scores' for at least 6 'package months' in the order of precedence below:

- 'Period of Assessment' i.e. 6 months preceding and including the cut-off month
- 12 months preceding and including the cut-off month
- 24 months preceding and including the cut-off month

In case,  $R_{BHEL}$  cannot be calculated as above, then Bidder shall be treated as 'NEW VENDOR'. Further eligibility and qualification of this bidder shall be as per definition of 'NEW VENDOR' described in 'Explanatory Notes'.

iii). Factor "L" assigned based on Overall Performance Rating ( $R_{BHEL}$ ) at Power Sector Regions:

Sl. no.	Overall Performance Rating ( $R_{BHEL}$ )	Corresponding value of 'L'
1	=60	NA
2	> 60 and $\leq$ 65	0.4
3	> 65 and $\leq$ 70	0.35
4	> 70 and $\leq$ 75	0.25
5	> 75 and $<$ 80	0.2
6	$\geq$ 80	NA

### III. 'Assessment of Capacity of Bidder':

'Assessment of Capacity of Bidder' is based on the Maximum number of packages for which a vendor is eligible, considering the performance scores of similar packages, as below:

Max number of packages  $P_{Max} = (R_{BHEL} - 60)$  divided by corresponding value of 'L', i.e.  $(R_{BHEL} - 60)/L$

Note:

- In case the value of  $P_{Max}$  results in a fraction, the value of  $P_{Max}$  is to be rounded off to next whole number
- For  $R_{BHEL} = 60$ ,  $P_{Max} = 1$
- For  $R_{BHEL} \geq 80$ , there will be no upper limit on  $P_{Max}$

The Bidder shall be considered 'Qualified' as per 'Assessment of Capacity of Bidder' for the subject Tender if  $P \leq P_{Max}$

(Where P is calculated as per clause 'I' above)

**Note:** For the transition period of 1 year (i.e. for all the NITs floated between 11<sup>th</sup> May 2019 to 10<sup>th</sup> May 2020), in addition to above, 'Assessment of Capacity of Bidder' shall also be calculated considering 'performance scores' till 36 months as per Sl. no II ii).

Higher of the results obtained out of both shall be considered for 'Assessment of Capacity of Bidder'.

IV. **Explanatory note:**

i). Similar package means Boiler or ESP or Piping or Turbine or Civil or Structure or Electrical or C&I etc. at the individual level irrespective of rating of Plant and irrespective of whether the subject tender is a single package or as part of combined/composite packages. Normally Boiler, ESP, Piping, Turbine, Electrical, C&I, Civil, Structure etc. is considered individual level of package. For example, in case the tendered scope is a Boiler Vertical Package comprising of Boiler, ESP and Power Cycle Piping (i.e. the 'identified packages as per Table-1 below), the 'PERFORMANCE' part against sl.no. II above, needs to be evaluated considering all the identified packages (i.e. Boiler, ESP and Power Cycle Piping) and finally the Bidder's capacity to execute the tendered scope is assessed in line with III above.

ii). Identified Packages (Unit wise)

**Table-1**

Civil	Electrical and C&I	Mechanical
i). Enabling works	i). Electrical	i). Boiler & Aux (All types including CW Piping if applicable)
ii). Pile and Pile Caps	ii). C&I	ii). Power Cycle Piping/Critical Piping
iii). Civil Works including foundations	iii). Others (Elect. and C&I)	iii). ESP
iv). Structural Steel Fabrication & Erection		iv). LP Piping
v). Chimney		v). Steam Turbine Generator set & Aux
vi). Cooling Tower		vi). Gas Turbine Generator set & Aux
vii). Others (Civil)		vii). Hydro Turbine Generator set & Aux
		viii). Turbo Blower (including Steam Turbine)
		ix). Material Management
		x). Others (Mechanical)

iii). Bidders who have not been evaluated for at least six package months in the last 24 months preceding and including the Cut-off month in the online BHEL system for contractor performance evaluation in BHEL PS Regions, shall be considered "NEW VENDOR".

A 'NEW VENDOR' shall be considered qualified subject to satisfying all other tender conditions.

A 'NEW VENDOR' if awarded a job (of package/packages identified under this clause) shall be tagged as "FIRST TIMER" on the date of first LOI/LOA from BHEL.

The "FIRST TIMER" tag shall remain till completion of all the contracts against which vendors has been tagged as First Timer or availability of 6 evaluation scores within last 24 months preceding and including the cut-off month in the online BHEL system for contractor performance evaluation in BHEL PS Regions.

A Bidder shall not be eligible for the next job as long as the Bidder is tagged as "FIRST TIMER" excepting for the Tenders which have been opened on or before the date of the bidder being tagged as 'FIRST TIMER'.

After removal of 'FIRST TIMER' tag, the Bidder shall be considered 'QUALIFIED' for the future tenders subject to satisfying all other tender conditions including 'Assessment of Capacity of Bidders'.

iv). Consequent upon applying the criteria of 'Assessment of Capacity of Bidders' detailed above on all the bidders qualified against Technical and Financial Qualification criteria, if the number of qualified bidders reduces to less than four, then for further processing of the Tender, BHEL at its discretion reserves the right to also consider the bidders who are "not qualified" as per criteria of 'Assessment of Capacity of Bidders' and for this, procedure described in following three options shall be followed:

a) All the bidders having Overall Performance Rating ('R<sub>BHEL</sub>')  $\geq 60$  shall be considered qualified against criteria of 'Assessment of Capacity of Bidders'.

- b) If even after using option "a", the number of qualified bidders remains less than four, then in addition to bidders considered as per option "a", "First timer" bidders having average of available performance scores  $\geq 60$  upto and including the Cut Off month shall also be considered qualified against criteria of 'Assessment of Capacity of Bidders'.
- c) If even after using option "a" and "b", the number of qualified bidders remains less than four, then in addition to bidders considered as per option "a" and "b", "First timer" bidders for whom no performance score is available in the system upto and including the Cut Off month, shall also be considered qualified against criteria of 'Assessment of Capacity of Bidders'.

**Note:-** In case, the number of bidders qualified against Technical and Financial Qualification criteria itself is less than four, then all bidders (a)- having Overall Performance Rating ('R<sub>BHEL</sub>')  $\geq 60$ , (b)- First timer" bidders having average of available performance scores  $\geq 60$  upto and including the Cut Off month, (c)- "First timer" bidders for whom no performance score is available in the system upto and including the Cut Off month, shall be considered qualified against criteria of 'Assessment of Capacity of Bidders' for further processing of tender.

- v). 'Under execution' shall mean works in progress as per the following:
  - a. Up to execution of 90% of anticipated Contract Value in case of Civil, MM, Structural and Turbo Blower Packages
  - b. Up to Steam Blowing in case of Boiler/ESP/Piping Packages
  - c. Up to Synchronization in all Balance Packages

Note: BHEL at its discretion can extend (or reduce in exceptional cases in line with Contract conditions) the period defined against (a), (b) and (c) above, depending upon the balance scope of work to be completed.

- vi). Contractor shall provide the latest contact details i.e. mail-ID and Correspondence Address to SCT Department, so that same can be entered in the Contractor Performance Evaluation System, and in case of any change/discrepancy same shall be informed immediately. Login Details for viewing scores in Contractor Performance Evaluation System shall be provided to the Contractor by SCT Department.
- vii). Performance Evaluation for Activity Month shall be completed in Evaluation Month (i.e. month next to Activity Month) or in rare cases in Post Evaluation Month (i.e. month next to Evaluation Month) after approval from Competent Authority. In case scores are not acceptable, Contractor can submit Review Request to GM Site/ GM Project latest by 25<sup>th</sup> of Evaluation Month or 3 days after approval of score, whichever is later. However, acceptance/rejection of 'Review Request' solely depends on the discretion of GM Site/GM Project. After acceptance of Review Request, evaluation score shall be reviewed at site and the score after completion of review process shall be acceptable and binding on the contractor.
- viii). Project on Hold due to reasons not attributable to bidder -
  - a. **Short hold:** Evaluation shall not be applicable for this period, however Loading will be considered.
  - b. **Long hold:** Short hold for continuous six months and beyond or hold on account of Force Majeure shall be considered as Long Hold. Evaluation as well as Loading shall not be considered for this period.
- ix). Performance evaluation in CL 9 above is applicable to prime bidder and Consortium partner (or Technical tie up partner) for their respective scope of work.

10. 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. For any clarification on the tender document, the bidder may seek the same over e-procurement portal 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. BHEL may decide holding of pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.
13. 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. Unless specifically mentioned otherwise, bidder's quoted price shall be deemed to be in compliance with tender including PBD.
15. Not Applicable
16. 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. In case BHEL decides on a 'Public Opening', the date & time of opening of the 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. 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.
  - (a) BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com)) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.
  - (b) Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on [www.bhel.com](http://www.bhel.com)).
  - (c) The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. **The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.**
  - (d) If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on [www.bhel.com](http://www.bhel.com)).

- (e) If reverse auction process is unsuccessful, sealed envelope price bids of all the techno-commercially qualified bidders shall be opened and the tender shall be processed accordingly. However, the envelope sealed bid(s) of techno-commercially acceptable bidder(s) who had agreed to participate in the RA and had failed to submit the online sealed bid shall not be opened.

20. On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.

21. 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. The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.

23. **Consortium Bidding** (or Technical Tie up) – Not Applicable

24. The bidder shall upload 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. The bidder may have to produce original document for verification if so decided by BHEL.

26. 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](http://www.bhel.com) on "supplier registration page".

27.0 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](http://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](http://www.bhel.com) and / or under applicable legal provisions.

**28.0 Micro and Small Enterprises (MSE) – Not Applicable.**

**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 PREFERENCE TO MAKE IN INDIA:**

For this procurement, Public Procurement (*Preference to Make in India*), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/ PO/ WO against this NIT.

In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable.

**31.0** In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.

In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/ draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s).

Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.

**32.0 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: Authorization of representative who will participate in the online Reverse Auction Process
- (iv) Annexure-4: Feedback form
- (v) Other Tender documents as per this NIT.

**ANNEXURE - 1****PRE QUALIFYING REQUIREMENTS**

JOB	“Dismantling and Demolishing of Open Storage Yard and Closed Store Shed Complex at site for Parbati Stage-II at Salah, Distt. Kullu (H.P.) and Transportation of Reusable Materials from Parbati Stage-II, Salah, Distt. Kullu (H.P.) to Shahpurkandi HEP Site, Distt. Pathankot, Punjab.”
TENDER NO.	BHEL/NR/SCT/PARBATI-II/DISMANT & TPT/1188

SL. NO.	NAME AND DESCRIPTION OF PRE QUALIFICATION CRITERIA	APPLICABLE / NOT APPLICABLE	Bidders claim in respect of fulfilling the PQR Criteria (Page no. of supporting document. <b>Bidder must fill up this column as per applicability</b> )
A	Submission of Integrity Pact	Not applicable	
B	Assessment of Capacity of bidder to execute the work as per clause 9.0 pf NIT	Applicable – by BHEL	
C	<b><u>Technical</u></b>  C-1 Bidder who wish to participate should have executed similar works for any one of the following in the last seven years from latest date of bid submission:  C-1.1 One (1) work of value not less than of Rs. 18.16 lacs. “OR” C-1.2 Two (2) works each of value not less than of Rs. 11.35 lacs. “OR” C-1.3 Three (3) works each of value not less of Rs. 9.08. lacs.	Applicable	
D	<b><u>Financial</u></b>  <b><u>TURNOVER:</u></b>  Bidders must have achieved an average annual financial turnover (Audited) of Rs. 6.81 Lakhs or more over last three Financial Years (FY) i.e. (2016-2017, 2017-2018 and 2018-2019). Bidder shall submit audited 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 i.e. total divided by three	Applicable	

D-2	<p><b><u>Net worth:</u></b></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>		
D-3	<p><b><u>Profit:</u></b></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>Note: PROFIT Shall be PBT earned during any one year of last three financial year as in D-1 above.</p>		
D-4	<p>Bidder must not be under Bankruptcy Code Proceedings (IBC) by NCLT or under Liquidation / BIFR, which will render him ineligible for participation in this tender, and shall submit undertaking to this effect.</p>		
E	<b>Approval of Customer</b>	Not Applicable	
F	<b>Consortium Criteria</b>	Not Applicable	

**Explanatory Notes for QR 'C':-**

- For evaluation of PQR, the credentials of the bidder alone, and not that of the Group Company shall be considered.
- Completion date for achievement of the technical criteria should be in the last 7 years ending on the 'latest date of bid submission' of Tender irrespective of date of the start of work.
- **"Executed"** means the bidder should have achieved the technical criteria specified above, even if the Contract has not been completed or closed.
- **"Similar Works"** means any civil work related to Construction/ Dismantling work.
- For criteria 'C' 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-

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

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.

- Relevant documents, meeting above requirements at C & D, shall be submitted by bidders.

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 of the Tenderer		
2	Address of the Tenderer		
3	Type of the Firm/ Company		
(i)	In case of Individual Tenderer	His / her full name, address and place & nature of business shall be furnished along with the offer.	
(ii)	In case of Partnership Firm	The names of all the partners and their addresses, A copy of the partnership deed/instrument of partnership duly certified by the Notary Public shall be furnished along with the offer..	
(iii)	In case of Companies	a) Date and place of registration including date of commencement certificate in case of Public Companies (certified copies of Memorandum and articles of Association are also to be furnished). b) Nature of business carried on by the Company and the provisions of the Memorandum relating thereof.	
4.a	Details of Contact person for this Tender	Name : Mr/ Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
4.b	Details of alternate Contact person for this Tender	Name : Mr/ Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
5	EMD DETAILS	Mode of payment: Demand Draft/ NEFT/ RTGS/ OTHER Details of Transaction:	
6	Validity of Offer	TO BE VALID FOR <b>SIX MONTHS</b> FROM DUE DATE	
	<b>DESCRIPTION</b>	<b>APPLICABILITY (BY BHEL)</b>	<b>ENCLOSED BY BIDDER</b>
7	Whether all pages of the Tender documents including annexures, appendices etc are read and understood	Applicable/ Not Applicable	YES / NO
8	Whether the format for compliance with <b>PRE QUALIFICATION CRITERIA</b> (ANNEXURE – 1 ) is understood and filled with proper supporting documents referenced in the specified format	Applicable/ Not Applicable	YES / NO
9	Audited Balance Sheet and profit & Loss Account for the last three years	Applicable/ Not Applicable	YES / NO
10	Copy of PAN Card	Applicable/ Not Applicable	YES / NO
11	Copy of GST registration	Applicable/ Not Applicable	YES / NO

SL. NO.	DESCRIPTION	APPLICABILITY (BY BHEL)	ENCLOSED BY BIDDER
12	Organization Chart of the tenderer's organization, including the names, addresses and contact information of the Directors/Partners shall be furnished along with the offer.	Applicable/ Not Applicable	YES / NO
13	Integrity Pact	Applicable/ Not Applicable	YES / NO
14	Offer forwarding letter / tender submission letter <b>[Form No. F-01 (Rev 00)]</b>	Applicable/ Not Applicable	YES / NO
15	Declaration by Authorised Signatory <b>[Form No: F-02 (Rev 00)]</b>	Applicable/ Not Applicable	YES / NO
16	Declaration by Authorised Signatory regarding Authenticity of submitted documents <b>[Form No: F-02A (Rev 00)]</b>	Applicable/ Not Applicable	YES / NO
17	No Deviation Certificate <b>[Form No: F-03 (Rev 00)]</b>	Applicable/ Not Applicable	YES / NO
18	Declaration confirming knowledge about Site Conditions <b>[Form No: F-04 (Rev 00)]</b>	Applicable/ Not Applicable	YES / NO
19	Declaration for relation in BHEL <b>[Form No: F-05 (Rev 00)]</b>	Applicable/ Not Applicable	YES / NO
20	Non-Disclosure Certificate <b>[Form No: F-06 (Rev 00)]</b>	Applicable/ Not Applicable	YES / NO
21	Bank Account Details for E-Payment <b>[Form No: F-07 (Rev 00)]</b>	Applicable/ Not Applicable	YES / NO
22	Format for seeking clarification <b>[Form No: F-08 (Rev 00)]</b>	Applicable/ Not Applicable	YES / NO
23	Capacity Evaluation of Bidder for current Tender <b>[Form No: F-09 (Rev 00)]</b>	Applicable/ Not Applicable	YES / NO
24	Power of Attorney for Submission of Tender/Signing Contract Agreement <b>[Form No: F-25 (Rev 00)]</b>	Applicable/ Not Applicable	YES / NO
25	Analysis of Unit rates <b>[Form No: F-26 (Rev 00)]</b>	Applicable/ Not Applicable	YES / NO
26	Tie Ups/Consortium Agreement are submitted as per format <b>[Form No: F-22 (Rev 00)]</b>	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****Authorization of representative who will participate in the on line Reverse Auction Process;**

1	NAME & DESIGNATION OF OFFICIAL	
2	POSTAL ADDRESS (COMPLETE)	
3	TELEPHONE NOS. (LAND LINE & MOBILE BOTH)	
4	FAX NO.	
5	E-MAIL ADDRESS	
6	NAME OF PLACE/ STATE/ COUNTRY, WHEREFROM S/HE WILL PARTICIPATE IN THE REVERSE AUCTION	

**ANNEXURE – 4****Feedback Form: From where did you get information reg. this tender**

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

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

(Document No PS:MSX:TCC)

BHARAT HEAVY ELECTRICALS LIMITED



# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## CONTENTS

---

<b>SL. NO.</b>	<b>DESCRIPTION</b>	<b>CHAPTER</b>	<b>NO. OF PAGES</b>
<b>Volume-IA</b>	<b>Part-I: Contract specific details</b>		
1	Project Information	Chapter-I	3
2	Scope of Works	Chapter-II	4
3	Facilities in the scope of Contractor/BHEL (Scope Matrix)	Chapter-III	8
4	T&Ps and MMEs to be deployed by Contractor	Chapter-IV	13
5	T&Ps and MMEs to be deployed by BHEL on sharing basis	Chapter-V	14
6	Time Schedule	Chapter-VI	15
7	Terms of Payment	Chapter-VII	16
8	Taxes and other Duties	Chapter-VIII	17
9	Any other Special Requirements	Chapter-IX	20
10	Other Requirements	Chapter-X	23
11	Unpriced Rate Schedule	Chapter - XI	32
12	BOQ cum Rate Schedule	Chapter-XII	33

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter - I : Project Information

---

### **PROJECT INFORMATION**

#### **1.1. Introduction**

M/s NHPC Limited (NHPC) has awarded a contract on BHEL for supply, transportation, storage and material handling at site, Erection, Testing and Commissioning of 4 x 200 MW Pelton Turbines, Generators and Transformers along with all the Auxiliaries and BOP on a lump sum basis at Parbati-II HEP, Himachal Pradesh.

BHEL has acquired the land on lease at Salah, about 3 Kms from project site for construction of closed storage sheds and open storage yard complex. BHEL has constructed and developed 03 Nos. closed storage sheds (size 42mX10m for 2 nos and 18.5mX8.5m for 1 no.) and open storage yard comprising of total of 2500 SQM area (approx.) at Salah for keeping plant material of Parbati-II HEP.

The project is situated in village SAINJ in Kullu district of Himachal Pradesh, which is located about 20 Kms from AUT and about 250 kms from Chandigarh. The project site can be reached by road via Kiratpursahib-Bilaspur-Kullu-Manali road. Nearest rail head is Kiratpursahib about 180 Kms from project site. Nearest Airport is Kullu airport at Bhunter about 40 Kms from project site.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter - II : Scope of Works

---

### 2.0 Scope of Works

The tender scope covers all works for "Dismantling and Demolishing of Open Storage Yard and Closed Store Shed Complex (03 Nos.) at site for Parbati Stage-II at Salah, Distt. Kullu (H.P.), loading and Transportation of Reusable Materials from Parbati Stage-II, Salah, Distt. Kullu (H.P.) to Shahpurkandi HEP Site, Distt. Pathankot, Punjab and its proper unloading and stacking."

Work under this tender includes proper dismembering & dismantling of the existing Store Sheds and Open Storage yard at Salah, Parbati II HEP, loading, safe Transportation and unloading of reusable steel structure and other materials to Shahpur Kandi HEP and dumping of all building rubbish, scrap material, all unusable materials to Dumping site /yard and handing over the backfilled, leveled and clear land to the landowner/BHEL as directed by BHEL Engineer.

- 2.1 The work under this contract shall be carried out as per BOQ Cum Rate Schedule. In case the description / specifications as per BOQ are found to be incomplete, Indian Standard Codes (IS Codes) specifications, CPWD Specifications shall be followed. Quantities mentioned in the BOQ cum Rate schedule 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.
- 2.2 The complete works shall be carried out as per BOQ cum Rate schedule. 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 will be binding on the contractor.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter - II : Scope of Works

---

2.3 The scope of work shall generally include, but not limited to the following:

### **2.3 (A) DISMANTLING & DEMOLISHING WORK OF CLOSED SHED (03 NOS.)& OPEN STORAGE COMPLEX.**

The size of the 02 nos. closed Store sheds is around 42mX10m each with G.I. Sheets, MS Truss and tubular Columns. Other 01 no. of closed store yard is around 18.5mX8.5m with cement Sheets, MS Truss and tubular Columns having false ceiling. Total area of land on which closed store complex store is built with open storage area is 2500sqm approximately.

Scope of Work at Parbati II HEP is:

- Dismantling the existing cement sheet roofing, side cladding, ridges, valleys, gutters, etc. with careful removal of all J/L hooks, bitumen/GI washers and safe disposal of asbestos cement sheets. These sheets should be disposed of in care full manner at the suitable location as per the requirement of local authorities following the standard rules and procedures keeping in view of its adverse effect on environment.
- Dismantling / Dismembering Structural steel work in built up welded/bolted /riveted sections in trusses, purlins, columns, rolling shutters, in angles, pipes, tees, flats etc. without generating avoidable wastage / scrap by de-welding, de-bolting, cutting bolts, etc. as per directions of BHEL Engineer.
- Dismantling of all MS/wooden windows, doors, shutters, ventilators, openings, etc. as directed by BHEL Engineer by cutting, dewelding, demolishing brickwork/RCC and stacking all reusable materials as per directions of BHEL Engineer I/C.
- Dismantling of all Electrical Fittings, Wiring, panels / DB, sanitary fittings, etc. and stacking of reusable fittings / accessories as per directions of BHEL Engineer.
- Breaking and Removal of cement concrete foundations, trenches, brick work / RCC work etc. and transportation of all unusable materials to Dumping site /yard. Arrangement of dumping site/yard including necessary permission from local authorities shall be the responsibility of contractor.
- Demolishing and dismantling the Existing Open Storage Yard i.e. Roads, Fencing, Drains, Trenches, CC Pavement / Platforms, Bitumen / WBM Road etc., removing and stacking the re-usable / un-usable materials away from the yard area as directed by BHEL Engineer. Open Yard Area shall be properly cleared, removing the ramp and also backfilled with the good earth (agriculture and horticulture purpose), leveled and handed over to BHEL to the complete satisfaction of landowner as directed by BHEL Engineer.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter - II : Scope of Works

---

- After removal of all building rubbish, scrap material, civil foundations etc., the closed Storage sheds area has to be backfilled with cultivable soil (good earth) and leveled as per directions of BHEL Engineer.
- Arrangement, Carriage and Supply of good earth including royalties, taxes & duties etc. for back filling shall be responsibility of contractor.
- Disposing off all the un-useable materials including transportation from Salah, Parbati-II HEP to dumping Site using contractor's own T&Ps, labors, materials etc.
- Any other works related to dismantling and demolishing of store land not otherwise covered in BOQ cum Rate schedule but required by BHEL engineer for completion of work, shall be completed by contractor and payment shall be on extra with mutually agreed rates between BHEL and Contractor.

### **2.3 (B) TRANSPORTAION WORK**

- Arranging for Transportation of re-useable steel structures and other materials including Loading of the same using contractor's own T&P, Laborers and materials etc. from Parbati-II HEP Site to Shahpurkandi HEP Site as per the directions of BHEL Engineer.
- Necessary E-way bills for transportation of BHEL Store Materials from Salah, Parbati-II HEP, Himachal Pradesh to Shahpurkandi HEP, Punjab shall be provided by BHEL. It may be noted and ensured that no other materials (except mentioned in E-way bill) shall be transported against such E-way bill issued by BHEL. In case it is proved that the same have been misused, BHEL reserve the rights to take appropriate /penal action against the contractor.
- Proper unloading, Stacking of all materials which is received from Parbati-II HEP (Salah store) at specified location at Shahpurkandi site as directed by the BHEL Engineer.

The scope of work has to be completed in all manners to meet the functional and statutory Requirement by covering all the left out allied works or incidental works or works implied and considered necessary to complete the work as a whole.

### **2.4 DETAILS OF EXISTING CLOSED STORES AND YARDS.**

**2.4.1 Closed Shed - 3 nos.:** The size of the 02 nos. closed Store sheds is around 42mX10m each with G.I. Sheets, MS Truss and tubular Columns. Other 01 no. of closed store yard is around 18.5mX8.5m with cement Sheets, MS Truss and tubular Columns having false ceiling. The stores were made by tubular columns, tubular truss, purlins, side ties, bottom ties, wind ties of minimum 25mm x 5mm over the roof sheets along the purlins.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter - II : Scope of Works

---

The columns were erected on foundation and superstructure with cement concrete 1:6:12 at plinth level with cement mortar 1:6 with laid damp proof course of 40 mm thick with concrete grade 1:2:4.

### **2.4.2 STORAGE YARD AND ROADS**

The Storage yards and roads were developed on land and built up area of Approx. 2500 Sqm. Storage Yard is Grid pattern intercepted by the road network and drains. There is 1 no. 5.0 mtr wide entrance/exit gate of with manual barbed wire barricading. Near the entrance/exit gate there are 2.0X2.0 mtr security shed.

The entire storage yard had leveled by making good the small undulations, watered, compacted and rolled with at least 10 passes of 10-12 MT road rollers. The stepped/sloping site area were interconnected by providing earth ramps of width not less than 5 mtrs and adequate slope (at least 1:5) for movement of trailers/materials/T&P. For yard roads 150 mm water bound macadam (was laid in two layers each of consolidated thickness of 75mm) and laid with stone aggregate 63 mm to 45 mm, stone screenings, moorum, red bajri, binding earth etc and was compacted and rolled with road roller.

### **2.4.3 FENCING**

Barbed wire fencing work: 2ply barbed wire fencing with installed angle (65X65X6) iron posts in position in cement concrete base of concrete mix 1:03:06 across the periphery of 13 bigha land.

**The work to be performed under this tender consists of providing labor, supervision, tools & plants, material, manpower etc.**

**2.5** The work shall be executed and completed in all manners and to the entire satisfaction of the 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.

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

---

<b>Sl.No</b>	<b>Description</b>	<b>Scope / to be taken care by</b>		<b>Remarks</b>
		<b>BHEL</b>	<b>Bidder</b>	
1.1.0	<b>ESTABLISHMENT</b>			
1.1.1	<b>FOR CONSTRUCTION PURPOSE:</b>			
A	Open space for office	Yes		BHEL shall provide free of charge limited open space for office and store as and where made available by its customer
B	Open space for storage	Yes		
C	Construction of bidder's office, canteen and storage building including supply of materials and other services		Yes	
D	Bidder's all office equipment, office / store / canteen consumables		Yes	
E	Canteen facilities for the bidder's staff, supervisors and engineers etc		Yes	
F	Firefighting equipment like buckets, extinguishers etc.		Yes	
G	Fencing of storage area, office, canteen etc. of the bidder		Yes	
1.1.2	<b>FOR LIVING PURPOSES OF THE BIDDER</b>			
A	Open space		Yes	
B	Living accommodation		Yes	

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

---

<b>Sl.No</b>	<b>Description</b>	<b>Scope / to be taken care by</b>		<b>Remarks</b>
		<b>BHEL</b>	<b>Bidder</b>	
1.2.0	<b>ELECTRICITY</b>			
1.2.1	<u>Electricity For construction / Work purposes</u>		<b>Yes</b>	Electricity including source and further distribution shall be arranged by the contractor as per need.
1.2.1.1	Nearest point source		<b>Yes</b>	
1.2.1.2	Further distribution for the work to be done which include supply of materials and execution		Yes	
1.2.2	Electricity for the office, stores, canteen etc. of the bidder which include:		Yes	
1.2.2.1	Distribution from single point including supply of materials and service		Yes	
1.2.2.2	Supply, installation and connection of material of energy meter including operation and maintenance		Yes	
1.2.2.3	Duties and deposits including statutory clearances for the above		Yes	
1.2.2.4	Living facilities for office use including charges		Yes	
1.2.2.5	Demobilization of the facilities after completion of works		Yes	
1.2.3	Electricity for living accommodation of the bidder's staff, engineers, supervisors etc. on the above lines.		Yes	
1.3.0	<b>WATER SUPPLY</b>			
1.3.1	<b>For construction purposes:</b>			

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

---

<b>Sl.No</b>	<b>Description</b>	<b>Scope / to be taken care by</b>		<b>Remarks</b>
		<b>BHEL</b>	<b>Bidder</b>	
1.3.1.1	Making the water available at single point		Yes	
1.3.1.2	Further distribution as per the requirement of work including supply of materials and execution		Yes	
1.3.2	<b><u>Water supply for bidder's office, stores, canteen etc.</u></b>		Yes	
1.3.2.1	Making the water available at single point		Yes	
1.3.2.2	Further distribution as per the requirement of work including supply of materials and execution		Yes	
1.4.0	<b>LIGHTING</b>			
1.4.1	For construction work (supply of all the necessary materials) 1. At the work site /area		Yes	
1.4.2	For work (execution of the lighting work/arrangements) 1. At the work site /area		Yes	
1.4.3	Providing the necessary consumables like bulbs, switches, etc. during the course of construction		Yes	
1.4.4	Lighting for the living purposes of the bidder at the colony / quarters		Yes	
1.5.0	<b>COMMUNICATION FACILITIES FOR SITE OPERATIONS OF THE BIDDER</b>			

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

---

<b>Sl.No</b>	<b>Description</b>	<b>Scope / to be taken care by</b>		<b>Remarks</b>
		<b>BHEL</b>	<b>Bidder</b>	
1.5.1	Telephone, fax, internet, intranet, e-mail etc.		Yes	
1.6.0	<b>COMPRESSED AIR SUPPLY</b>			
1.6.1	Supply of Compressor and all other equipment required for compressor and compressed air system including pipes, valves, storage systems etc.		Yes	
1.6.2	Installation of the above system and operation and maintenance of the same.		Yes	
1.6.3	Supply of the all the consumables for the above system during the contract period		Yes	
<b>Sl.No</b>	<b>Description</b>  <b>CONSTRUCTION FACILITIES</b>	<b>Scope / to be taken care by</b>		<b>Remarks</b>
		<b>BHEL</b>	<b>Bidder</b>	
2.1.0	Engineering works for construction:			
2.1.1	Providing the construction drawings for all the works covered under this scope			<b>N.A.</b>
2.1.2	Drawings for construction methods and detailed shop drawings			<b>N.A.</b>
2.1.3	As-built drawings – where ever deviations observed and executed and also based on the decisions taken at site— routing of small bore pipes			<b>N.A.</b>
2.1.4	Shipping lists etc. for reference and planning the activities			<b>N.A.</b>

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

---

<b>Sl.No</b>	<b>Description</b>	<b>Scope / to be taken care by</b>		<b>Remarks</b>
		<b>BHEL</b>	<b>Bidder</b>	
2.1.5	Preparation of site work schedules and other input requirements		Yes	In consultation with BHEL
2.1.6	Review of performance and revision of site construction schedules in order to achieve the end dates and other commitments	Yes	Yes	"
2.1.7	Weekly work schedules based on Sl. No 2.1.5		Yes	"
2.1.8	Daily work plan based on Sl. No 2.1.7		Yes	"
2.1.9	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	
2.1.10	Preparation of preassembly bay			<b>N.A.</b>

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

---

**LIST OF T & Ps AND IMTEs TO BE ARRANGED BY THE CONTRACTOR AT HIS OWN**

**COST:**

<b>SL NO</b>	<b>EQUIPMENT</b>	<b>QUANTITY</b>
1	HYDRA CRANE 8 / 10 T	As required
2	TRUCK / TRAILER	As required
3	PNEUMATIC HAMMERS	As required
4	EXCAVATOR	As required
5	WATER TANKER WITH SPRINKLER	As required
6	POWER/ HAND WICHES	As required
7	EARTH COMPACTOR	As required
8	PLATE COMPACTOR	As required
9	REINFORCEMENT CUTTING / BENDING MACHINE	As required
10	GAS CUTTING SETS	As required
11	GRIDING MACHINES	As required
12	WELDING MACHINES	As required
13	TOTAL STATION / THEODOLITE	As required

**NOTEs:**

- 1 The above list is only indicative and these T&Ps / IMTEs may not be required for entire contract period but contractor will ensure that these T & Ps are provided as per need. Contractor will assess actual quantity and period of requirement based on his experience.
- 2 Other terms and conditions regarding above items please also refer clause for T&P/IMTEs in SCC.
- 3 All the tools and plants / IMTEs required for this scope of work, except the Tools & Plants provided by BHEL are to be arranged by the contractor within the quoted rates. The list is suggestive in nature. **Any additional T & P / IMTEs required to meet BHEL commitments/schedule shall be arranged without any extra cost by the contractor.**

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

---

**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

The contractor should be ready to start the work immediately after issue of LOI/ LOA.

However, the construction manager shall inform contractor regarding Actual / Zero date of start of work.

6.2 Entire work as detailed in tender specification **shall be completed within 02 (two) months from the actual date of start of work** as per the programs / milestones indicated by BHEL. Contractor has to mobilize adequate resources to meet BHEL's commitments to their customer as indicated from time to time. **In the event the contractor fails to respond to these requirements, BHEL shall take appropriate actions to meet customer's commitments in line with the provisions of General Conditions of Contract.**

6.3 In case due to reasons not attributable to the contractor, the work gets delayed and scheduled completion gets extended, time extension will be granted by BHEL as per clause no. 2.11 of GCC.

6.4 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.

In order to meet above schedule in general, and any other intermediate targets set, to meet customer/ project requirements, contractor shall arrange & augment all necessary resources from time to time on the instructions of BHEL without any extra cost to BHEL.

#### 6.5 CONTRACT PERIOD

The contract period for completion of entire work under scope of this contract shall be 02 (two) Months from the actual / zero date of start of work.

#### 6.6 CONSEQUENCE OF DELAY

It may be noted that in the event, delay in completion is attributable to the contractor; BHEL will impose LD on the contractor as per clause no. 2.7.9 of GCC.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-VII: Terms of Payment

---

### **7.0 TERMS OF PAYMENT:**

7.1 Terms of payments governed as per chapter – X of SCC and clause nos. 2.22 & 2.23 of GCC.

7.2 Being dismantling type of work, no warranty period or defect liability period is envisaged after certification of completion of work by bhel site engineer.

7.3 Payment will be done from Parbati-II HEP.

## TECHNICAL CONDITIONS OF CONTRACT (TCC)

### Chapter-VIII: Taxes and Other Duties

8.1	Price quoted should be inclusive of all applicable Taxes/charges but <b>Excluding GST</b> . 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. <b>GST Shall be payable extra as per following :</b>
8.1.1	Contractor/Vendor has to issue invoice indicating HSN/SAC code, Description, Value, Rate, applicable tax and other particulars in compliance with the provisions of relevant GST Act and Rules made thereunder. With the implementation of e way bill provisions, contractor shall comply with same as applicable.
8.1.2	Vendor has to submit GST compliant invoice within seven days from the due date of invoice as per GST Law. In case of delay, BHEL reserves the right of denial of GST payment if there occurs any hardship to BHEL in claiming the input thereof. In case of goods, vendor has to provide scan copy of invoice & GR/LR/RR to BHEL before movement of goods starts. Special care should be taken in case of month end transactions.
8.1.3	GST amount claimed in the invoice shall be released on fulfilment of all the following conditions by the Contractor : - a. Supply of goods and/or services have been received by BHEL. b. Original Tax Invoice has been submitted to BHEL. c. Respective invoice has appeared in BHEL's GSTR - 2A for the month corresponding to the month of invoice. Alternatively, BG of appropriate value may be furnished which shall be valid at least one month beyond the due date of confirmation of relevant payment of GST on GSTN portal or sufficient security is available to adjust the financial impact in case of any default by the contractor.
8.1.4	TDS under GST law as applicable shall be deducted.
8.1.5	Contractor shall be solely responsible for discharging his GST liability according to the provisions of GST Law and BHEL will not entertain any claim of GST/interest/penalty or any other liability on account of failure of contractor in complying the provisions of GST Law or discharging the GST liability in a manner laid down thereunder
8.1.6	In case declaration of any invoice is delayed by the vendor in his GST return or any invoice is subsequently amended/altered/deleted on GSTN portal which results in any adverse financial implication on BHEL, the financial impact thereof including interest/penalty shall be recovered from the Contactor's due payment.
8.1.7	Any denial of input credit to BHEL or arising of any tax liability on BHEL due to non-compliance of GST Law by the Contractor in any manner, will be recovered along with liability on account of interest and penalty (if any) from the payments due to the Contactor.
8.1.8	The admissibility of GST, taxes and duties referred in this chapter or elsewhere in the contract is limited to direct transactions between BHEL & its Contractor. BHEL is not responsible for any liability that may arise due to any transaction beyond the direct transaction between BHEL & its Contractor.

## TECHNICAL CONDITIONS OF CONTRACT (TCC)

### Chapter-VIII: Taxes and Other Duties

8.1.9	<b>Variation in Taxes &amp; Duties:</b> 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 or approved extended schedule for the reason solely attributable to BHEL. However downward variation shall be subject to adjustment as per actual GST applicability. 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 contractor 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.
8.1.10	<b>Modalities of Tax Incidence on BHEL:</b> 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. 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.
8.2	<b>BUILDING &amp; OTHER CONSTRUCTION WORKERS (REGULATION OF EMPLOYMENT AND CONDITIONS OF SERVICE) ACT, 1996 (BOCW Act) AND RULES OF 1998 READ WITH BUILDING &amp; OTHER CONSTRUCTION WORKERS CESS Act, 1996 &amp; CESS RULES, 1998.</b> 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:-
8.2.1	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.
8.2.2	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 gross payment made for value of work involving building or construction workers engaged by the contractor within a period of one month from the receipt of payment.
8.2.3	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.

## TECHNICAL CONDITIONS OF CONTRACT (TCC)

### Chapter-VIII: Taxes and Other Duties

8.2.4	It shall be the absolute responsibility of the sub-contractor to make payment of all statutory payments & compensations to its workers including that is provided under the Workmen's Compensation Act, 1923.
8.2.5	The contractor shall, however ensure before deposit of any BOCW Cess, that customer is not depositing the same in order to avoid excess deposit of cess.
8.2.6	The contractor shall bear cost of BOCW cess either by way of deposit or through recovery by BHEL in case the same is deposited by the customer.
8.2.7	In case of failure in above mentioned compliances, BOCW Cess @ 1% as well as applicable penalty as specified in BOCW Act/Rules shall be deducted from the contractor.

#### Note:

1	The Gross amount is to be construed as cost of construction in line with the provisions of the BOCW of the BOCW Cess act and in case of compliance by customer by way of deduction at source in line with clause No 3(2) of the act an equitable adjustment to the relatable cost of construction attributable to the bidder shall be made in terms of clause no 8.2 of TCC
2	In case compliance by customer by way of deduction at source in line with clause no 3(2) is not resorted to, the compliance of BOCW Cess act shall be ensured by the bidder in line with the provisions of BOCW Cess act in terms of clause no 8.2.2 of TCC
3	The bidder may consider the cost of construction for levy of BOCW Cess inclusive of GST, however, due to whatsoever reason if the GST does not form the cost of construction for levy of aforesaid Cess an equitable adjustment thereof shall be made to the contract price.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-IX: Any Other Special Requirement

---

### **9.1 The contractor shall comply with following towards Social Accountability;**

- (a)** The contractor shall not employ any employee less than 15 years of age in pursuant to ILO convention. If any child labour were found to have been engaged, the Contractor shall be levied with expenses of bearing his education expenditure which will include stipend to substantiate appropriate education or employ any other member of family enabling to bear the child education expenditure.
- (b)** The contractor shall not engage Forced/Bonded Labour and shall abide by abolition of Bonded Labour System (Abolition) Act, 1976.
- (c)** The contractor shall maintain Health & safety requirement as stipulated in the Contract and Contract Labour (Regulation & Abolition) Act, 1970.
- (d)** The Contractor shall abide by UN convention w.r.t Human Rights and shall be liable for Discrimination/Corporal punishment for failure in meeting with relevant requirements.
- (e)** The Contractor shall abide the requirement of Contract Labour (Regulation & Abolition) Act, 1970 for working hours.
- (f)** The Contractor shall abide by the Statutory requirement of Minimum Wages Act 1948, payment of Wages Act 1936.
- (g)** The Contractor shall arrange potable drinking water to its employees & workers.
- (h)** The contractor shall ensure that no damage is caused to any person/property of other parties working at site. If any such damage is caused, it is responsibility of the contractor to make good the losses or compensate for the same. BHEL and customer is nowhere responsible for the same.

### **9.2 INSTRUCTIONS TO TENDERERS**

The Tenderer are advised to physically visit the site and fully acquaint themselves with site conditions, transportation routes, various distances and the fact that other contractors would be working in this area and their structures are to be protected. The material brought and stacked for construction should not make hindrance to other contractors.

**Necessary precaution and arrangements including sprinkling of water during work as acceptable to BHEL for safety & security for the above have to be made by the contractor. No claim will be entertained by BHEL on ground of lack of knowledge and the contractor's rates shall be deemed to have taken this into account.**

The contractor, in the event of this work awarded to him, shall establish an office at site and keep posted an authorized, responsible officer with valid Power of Attorney for the purpose of the contract. Any order or instructions of the 'Engineer' or his duly authorized representative, communicated to the contractor's representative at site office will be deemed to have been communicated to the contractor at his legal address.

### **9.3 MATERIALS**

#### **9.3.1 Void**

## TECHNICAL CONDITIONS OF CONTRACT (TCC)

### Chapter-IX: Any Other Special Requirement

---

- 9.3.2 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 Engineer, furnish proof to the satisfaction of Engineer that the materials so comply.
- 9.3.3 The Contractor shall, at his own expense and without delay, supply to the Engineer samples of materials proposed to be used in the works. The 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 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.
- 9.3.4 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 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.
- 9.3.5 The Contractor shall indemnify BHEL, its representatives or employees against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties or other charges which may be payable in respect of any article or material or part thereof included in the Contract. In the event of any claim being made or action being brought against BHEL or any agent, servant or employee of BHEL in respect of any such matters as aforesaid, the Contractor shall immediately be notified thereof, provided that such indemnity shall not apply when such infringement has taken place in complying with the specific directions issued by BHEL but the Contractor shall pay any royalties or other charges payable in respect of any such use, the amount so paid will be reimbursed to the Contractor only if the use was the result of any drawings and / or specifications issued after submission of the tender.
- 9.3.6 The Engineer shall be entitled to have tests carried out as specified in the Contract for any materials supplied by the Contractor other than those for which, as stated above, satisfactory proof has already been furnished, at the cost of the Contractor and the Contractor shall provide at his expense all facilities which the Engineer may require for the purpose. If no tests are specified in the Contract, and such tests are required by the Engineer, the Contractor shall provide all facilities required for the purpose and the

## TECHNICAL CONDITIONS OF CONTRACT (TCC)

### Chapter-IX: Any Other Special Requirement

---

charges for these tests shall be borne by the Contractor only. The cost of materials consumed in tests shall be borne by the Contractor in all cases except when otherwise provided.

- 9.3.7 In addition the Contractor shall perform / submit at his own cost such tests / samples as may be required by the Engineer out of the materials used by the company except for the costs of materials used in such tests / samples.
- 9.3.8 After acceptance of the Contract, if Contractor desires BHEL to supply any other materials, such material may be supplied by BHEL, if available, at rates to be fixed by the Engineer along with prevailing departmental charges (current rate of 30%). BHEL reserve the right not to issue any material. The non-issue of such material will not entitle the Contractor for any compensation whatsoever either in time or in cost.
- 9.3.9 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 BHEL Engineer. Storage and safe custody of material shall be the responsibility of the contractor.
- 9.3.10 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.
- 9.3.11 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 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.

#### **9.4 NA**

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-X: Other requirement

---

### **10.1 EXECUTION OF WORK**

- 10.1.1 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 I/C shall be final & binding.
- 10.1.2 The Engineer will communicate or confirm his instructions to the Contractor in respect of the execution of the work in a "Work Site Order Book" maintained at his office and the Contractor shall visit this office daily and shall confirm receipt of such instructions by signing the relevant entries in this book. Such entries will rank as order or notices in writing within the intent and meaning of these conditions.

### **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. It will also be responsibility of the contractor to de-water all the foundation pits, trenches with suitable de-watering methods like, pumping out, well point system etc considering the depth of water table at plant site. All such expenditure on de-watering shall be deemed to be included in quoted rates.

- 10.3 NA

### **10.4 INSPECTION AND STAGE APPROVAL OF THE WORK**

- 10.4.1 The owner or his duly authorized representative shall have at all reasonable times access to the contractor's premises or works and shall have the power to inspect any portion of the work, examine the materials and workmanship and shall have the authority to reject any work. This would be implemented through joint inspection by the representative of the land owner and BHEL and in the form of joint protocols without any extra claims and loss of time and amount.
- 10.4.2 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 Engineer when each stage is ready. In default of such notice being received, the 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 Engineer thereon shall be final and conclusive.

### **10.5 UNCOVERING AND MAKING GOOD**

- 10.5.1 The Contractor shall uncover any part of the Works and/or make openings in or through the same as the Engineer may from time to time direct for his verification and shall reinstate and

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-X: Other requirement

make good such part to the satisfaction of the Engineer. If any such part has been covered up or put out of view after being approved by the Engineer and is subsequently found on uncovering to be executed in accordance with the Contract, the expenses of uncovering and / or making opening in or through, reinstating and making good the same shall be borne by BHEL. In any other case all such expenses shall be borne by the Contractor.

### **10.6 DISCREPANCIES AND ADJUSTMENT OF ERRORS**

10.6.1 The several documents forming the Contract are to be taken as mutually explanatory of one another special conditions in preference to general conditions.

10.6.2 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) Drawings
- (d) Technical Specifications
- (e) Special Conditions of Contract
- (f) General conditions of contract

If there are varying or conflicting provisions made in any one document forming part of the contract, the Engineer shall be the deciding authority with regard to the document.

10.6.3 Any error in description, quantity in schedule of quantities or any omission there from 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.

10.6.4 If on check there are found to be differences between the rates given by the contractor in words and figures or in the amount worked out by him in the schedule of quantities and general summary, the same shall be adjusted in accordance with the following rules:

- (a) In the event of discrepancies between description in words and figures quoted by a tenderer, the lesser of the two will be treated as valid rate.
- (b) In the event of an error occurring in the amount column of schedule of quantities as a result of wrong extension of the unit rate and quantity, the unit rate shall be regarded as firm and extension shall be amended on the basis of the rate.
- (c) All errors in totaling in the amount column and in carrying forward totals shall be corrected.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-X: Other requirement

(d) The totals of various sections of bill of quantities amended shall be carried over to the general summary and the tendered sum amended accordingly. The tendered sum so altered shall, for the purpose of tender, be substituted for the sum originally tendered and considered for acceptance instead of the original sum quoted by the tenderer. Any rounding of quantities or in sections of bill of quantities or in general summary, by the tenderer, shall be ignored.

10.6.5 If neither drawing nor specification contain any mention of minor details of construction which in the opinion of the Engineer whose decision shall be final and conclusive, are reasonable and obviously and fairly intended for satisfactory completion of work, such details shall be provided by the contractor without any extra cost, as if they were specially mentioned and shall be deemed to be included in the scope of work.

### **10.7 MATERIAL OBTAINED FROM EXCAVATION**

10.7.1 Valuable Materials / Archeologically important materials of any kind obtained from excavation on the Site shall remain the property of BHEL / its client and shall be disposed of as the BHEL Engineer I/C may direct, at no extra cost.

### **10.8 SAFETY CODE**

#### **10.8.0 The contractor shall comply with following towards Safety and Social Accountability;**

10.8.1 Besides provision with regard to SAFETY under Clause 9.0 of SCC, the contractor will be responsible for Health, Safety & Environment management at site for the construction activities to be carried out by them. The contractor shall continuously take special care to ensure the safety and prevention of human and equipment accidents and maintain good sanitary conditions in and around the site. All the construction work and plant operation must be carried out in the safest possible manner. The Engineer reserves the right to stop any process which, in the Engineer's opinion, is being performed dangerously. In this case the contractor must immediately adhere the requisite safety precautions and any delays attributed to the work stoppage on this account shall not affect the agreed contractual finishing dates.

10.8.2 The contractor shall appoint dedicated full-time Qualified Safety Officers who shall have full authority to ensure that all necessary safety precautions are observed by the Contractor's employees and sub-contractors. These appointees shall have full responsibility for the safety of all personnel within the contractor's area of the works.

10.8.3 Some of the common safety rules to be followed during working are as follows: -

- Nobody is allowed to enter at construction site without Safety Shoe.
- Never enter work area without Safety helmet & chin strap in place.
- No climbing/working allowed without proper safety belt above 2 m. height.
- Do not exceed the speed limit 25 Kmph within premises.
- No debris obstacles allowed on the roads & passages.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-X: Other requirement

- Do not walk on pipelines or false ceiling.
- Maintain good Housekeeping at work site.
- No photography/ Videography allowed without permission
- All Site supervisors & engineers (including subcontractor's) must be imparted structured training on construction safety before start of the job & record to be maintained.
- Availability of qualified & trained Site Engineer at site during all working hours.
- Site Safety training to be imparted to all workers & plan to be made to cover every worker.
- Tools box talk (5-15 minutes) by supervisor prior to commencement of any job.
- All accident / incidents(Near Miss) to be reported & investigated.(formats & procedure should be finalized)
- Daily Safety Checking by Each Site Engineer along with Safety engineer.
- Weekly co-ordination meeting of all Safety engineers with BHEL safety officer.
- Monthly safety meeting with Site In-charges.
- All Safety equipment must be ISI marked & checked by Safety officer before use.
- Tag system for erection & use of scaffoldings.
- Bamboo/wooden Scaffolding material not allowed.
- LPG cylinders not allowed for gas cutting.
- Good House keeping. Separate waste bins to be used for flammable & non flammable material.
- Safety awareness programs for workers by display of boards, posters, competitions, talks etc.
- Deployment of Safety Supervisors for every 250 workers and part thereof at work site.
- Display of List of First Aid trained persons.
- Testing certificates for lifting tools & tackle.
- Provision & maintenance of fire extinguishers at construction site & material stores.
- Display of emergency telephone numbers at various locations.
- For work in confined space use 24 V lamp fitting & use tools with air motors or electric tools with max. 24 V.
- For confined space entry Gas test must be done before & at regular intervals.
- Checking & tag of equipment like grinding machine, welding machine, gas cutting set etc. by supervisors before use.

### 10.8.4 Contractor shall ensure following:

1. Contractor has to maintain contact with local hospital having scanning & other ultra-modern medical facilities required during emergency including Ambulance.
2. Contractor has to ensure pre-employment medical check for all staff & workers.
3. Contractor has to ensure that adequate First Aid facilities are available at work site for emergency purpose. This emergency set-up should include, but not limited to, following:
  - Oxygen set up
  - Breathing apparatus
  - Eye wash facility
  - Stretcher
  - Trauma blanket
  - Medicines.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-X: Other requirement

In addition to above, BHEL may arrange ambulance at work site for emergency purpose, which can be utilized, free of cost, by contractor in case of emergency. In case, under unavoidable circumstances, if the ambulance is not available/ being used elsewhere, the contractor will have to arrange for the same.

10.8.5 The Contractor shall be fully responsible for accidents caused due to him or his agents or workmen's negligence or carelessness in regard to the observance of the safety requirements and shall be liable to pay compensation for injuries. **It may be noted that non-compliance to HSE requirements will result in penal action. In case of violations of safety requirements, the Contractor shall be liable for a penalty of Rs. 500/- for the first violation and Rs. 1000/- for the subsequent violations. For serious lapses, as decided by BHEL Engineer, fines uptoRs. 5000/- at a time can be imposed.**

The amount towards penalties as above will be deducted from running bills of the Contractor. The amount so collected above will be utilized for supporting the safety activities at site. The decision of BHEL on above will be final and binding on the Contractor.

### **10.9 NUISANCE**

10.9.1 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, tenants or occupiers of other properties near the Site and to the public generally.

### **10.10 TREASURE, TROVE, FOSSILS etc.**

10.10.1 All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the site shall be the absolute property of BHEL / BHEL's client and the Contractor shall take reasonable precautions to prevent his workmen or any other person from removing or damaging any such article or thing, shall immediately upon discovery thereof and before removal acquaint the Engineer with such discovery and carryout the Engineer's directions as to the disposal of the same.

### **10.11 PROTECTION OF WORKS**

10.11.1 Some trees in the store open yard area may require cutting/uprooting as per the satisfaction of the landowner/BHEL engineer. Contractor shall take Permission for the same from local authorities. Trees to be protected, shall be protected from damage during the course of the Works and earth level within 1 meter of each such tree shall not be changed. Where necessary, such trees shall be protected by providing temporary fencing.

10.11.2 The demolishing/excavation work involved in the works shall not cause any damage to the structure/land (inside/outside the store area) which is not meant to be altered/changed. Decision of BHEL engineer will be final.

10.11.3 The contractor shall provide and maintain at his own expense all lights, guards, fencing and watching when and where necessary or required by the Engineer for the protection of the Works or for the safety and convenience of those employed on the Works or the public.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-X: Other requirement

10.11.4 The contractor shall have total responsibility for protecting his works till it is finally taken over by the Engineer. No claim will be entertained by the Engineer 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. Should any such damage to the contractor's works occur because of other party not under his supervision or control, the contractor shall make his claim directly with the party concerned. The contractor shall not cause any delay in the repair of such damaged works because of any delay in the resolution of such disputes. The contractor shall proceed to repair the work immediately and no cause thereof will be assigned pending resolution of such disputes.

### **10.12 RECORD FOR MATERIALS CONSUMED**

10.12.1 The contractor shall maintain and furnish to the Engineer the RECORD OF MATERIALS consumed in the works for each activity. The statement showing the theoretical vis-à-vis actual consumption of specified materials, such as structural /reinforcement steel, cement, bitumen, lead, paint etc., shall be enclosed along with the running bills submitted by the contractor.

### **10.13 PROTECTION OF EMBEDMENTS, BOLTS ETC.**

10.13.1 The contractor shall ensure proper protection to the satisfaction of the Engineer, of all bolts, inserts, embedment etc. from weather etc/ by greasing, rapping them with gunny bags or canvas or by any other means as directed by Engineer. Cost of such protections shall be deemed to be included in the rates quoted for the item.

### **10.14 CLEARANCE OF SITE AND REPAIRS.**

10.14.1 Contractor has to clear the site / area where mechanical and electrical erection work is to be commenced / or in progress. The contractor shall remove construction materials and equipment lying in the vicinity and causing obstruction in the work immediately. In case, he fails to clear the site, this will be done at his risk & cost by BHEL.

### **10.15 NA**

### **10.16 COMPLETION OF WORK**

10.16.1 The works shall be completed to the entire satisfaction of BHEL Engineer and in accordance with the completion schedule as specified in the Contract, and all unused stores and materials, tools, plant, equipment, temporary buildings, site office, labour hutments 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 Engineer at the Contractor's expenses.

10.16.2 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 site Engineer. Such work

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-X: Other requirement

however shall not be treated as have been completed until the balance works are executed to the satisfaction of Engineer.

10.16.3 The site Engineer shall certify to the contractor the date on which the work is completed and the date thereof, which is subjected to submission of NOC (no objection certificate) from the land owners by the contractor to the satisfaction of BHEL. This forms an essential and necessary criterion for final billing.

### **10.17 NA**

### **10.18 METHOD OF MEASUREMENT**

**10.18.1 Method of measurements shall be as per standard specifications included in the tender. For other items measurements shall be as per relevant IS Codes or as per instruction of BHEL engineer.**

### **10.19 DEVIATION**

10.19.1 The Contractor shall not make any alteration in, addition to or omission from the work as described in the tender documents except in pursuance of the written instructions of the Engineer. No such deviation from the work described in the tender documents shall be valid unless the same has been specifically confirmed and accepted by the Engineer in writing and incorporated in the Contract.

10.19.2 The Engineer may deviate, either by way of addition or deduction, from the work so described, provided that the Contract sum be not thereby varied on the whole by more than the percentage set out in the tender documents. The value of all additions and deductions shall be added to or deducted from the Contract sum. (Whenever the Engineer intends to exercise such a right his intentions shall specify the deviations which are to be made, the lump-sum assessment or the proposed basis of payment, the extra time allowed, if any, and the date for completion of the entire contract). Any objection by the contractor to any matter concerning the order shall be notified by him in writing to the Engineer within seven days from the date of such order, but under no circumstances shall the work be stopped (unless so ordered by the Engineer) owing to differences or controversy that may arise from such an objection. In the absence of such a notification of objection by the Contractor, he will be deemed to have accepted the order and the conditions stated therein.

10.19.3 Valuation of Deviations shall be as per Clause 2.15 & 2.16 of GCC.

### **10.20 COMPLIANCE TO REGULATIONS AND BYELAWS**

10.20.1 The Contractor shall conform to the provisions of any statute relating to the work and regulations and bylaws of any local authority and of any water and lighting Companies or Undertaking with whose system the work is proposed to be connected. He shall, before making any variation from the drawings or the specifications that may be necessitated for

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-X: Other requirement

such connections give the Engineer, notice specifying the variation proposed to be made and the reasons therefore and shall not carry out any such variation until he has received instructions from the Engineer in respect thereof. The Contractor shall be bound to give all notices required by statute, regulations or bye-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

### **10.21 FACILITIES TO BE PROVIDED BY BHEL / CONTRACTOR**

10.21.1 BHEL shall provide free of charge limited open space, for office & storage shed, as and where made available. It is the responsibility of the contractor to construct sheds, provide all utilities and dismantle and clear the site after completion of work or as and when required, as a part of his scope of work.

10.21.2 Contractor shall be responsible for providing all necessary facilities like residential accommodation, transport, electricity, water, medical facilities etc. as required under various labour laws and statutory rules and regulations framed there under to the personnel employed by him.

10.21.3 **Construction power, for construction purposes as well as office use shall be responsibility of contractor and further distribution of power shall be done by contractor at his cost. All wiring must comply with local regulations and will be subject to Engineer's inspection and approval before connecting supply.** Contractor is also required to make backup arrangement (providing DG set etc) for power supply to ensure smooth progress of work even during non-availability of construction power.

10.21.4 Provision of distribution lines of power from the central points to the required place with proper distribution boards observing the safety rules laid down by the authorities of the state shall be done by the contractor, supplying all the materials like cables, distribution board, switch boards, TPN, CBS, ELCBS/ MCCBS / Copper / Brass clamps, copper conductor, change over switches pipes etc. at his own cost. If any failure is caused in supply of the power and water, it is the responsibility of the contractor to make alternate arrangements at his cost. The contractor shall adjust his working shift / hours accordingly and deploy additional manpower if necessary so as to achieve the targets.

10.21.5 In case of power cuts / load shedding no compensation for idle labour or extension of time for completion of work will be given to contractor.

10.21.6 Adequate lighting facilities such as flood lamps, hand lamps and area lighting shall be arranged by the contractor at the work site. contractor's material storage area etc. within finally accepted rates.

10.21.7 No claim for damages will be entertained by the Company on account of interruptions of water supply or limitation of quantity of water as aforesaid or on account of the water so taken being not fit for construction purposes or on any other account in connection with such water supply.

## TECHNICAL CONDITIONS OF CONTRACT (TCC)

### Chapter-X: Other requirement

---

10.21.8 NA

10.21.9 NA

10.21.10 The Contractor shall during the progress of the work, provide, erect and maintain at his own expenses all necessary temporary workshops, stores, consumables, offices, etc. required for the proper and efficient execution of the work. The planning, setting and erection of these buildings shall have the approval of the Engineer and the Contractor shall at all times keep them tidy and in a clean and sanitary condition to the entire satisfaction of the Engineer.

10.21.11 On completion of work or as and when required by BHEL, all the temporary buildings, structures, pipe lines, cables etc. shall be dismantled and leveled and debris shall be removed as per instruction of BHEL by the contractor at his cost. In the event of his failure to do so, same will be got done by the Engineer and expenses incurred shall be recovered from the contractor along with prevailing overhead. The decision of BHEL Engineer in this regard shall be final.

---

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-XI: Unpriced Rate Schedule

### Annexure - A

#### UNPRICED RATE SCHEDULE

**Job:- Dismantling and Demolishing of Open Storage Yard and Closed Store Shed Complex at site for Parbati Stage-II at Salah, Distt. Kullu (H.P.) and Transportation of Reusable Materials from Parbati Stage-II, Salah, Distt. Kullu (H.P.) to Shahpurkandi HEP Site, Distt. Pathankot, Punjab.**

Sl. No.	Description of Works	Lump sum Price ("A") in Rupees (In Figures and word) are to be quoted.
1	<b>Lumpsum price for the work of</b> "Dismantling and Demolishing of Closed Store Shed (03 Nos.) and Open Storage Yard Complex at site for Parbati Stage-II at Salah, Distt. Kullu (H.P.) and Transportation of Reusable Materials from Parbati Stage-II, Salah, Distt. Kullu (H.P.) to Shahpurkandi HEP Site, Distt. Pathankot, Punjab."	
<b>Total value (in Rs.)</b>		

#### **Note:-**

- 1) The rates of different items for the entire scope shall be worked out & awarded as per Annexure 'B'.
- 2) GST shall be paid extra as applicable.

**TECHNICAL CONDITIONS OF CONTRACT (TCC)**  
**Chapter-XII: BOQ CUM RATE SCHEDULE**

---

**Annexure – B**

**Calculation ratio for different items based upon the total value as per rate schedule**

Sl. no.	Description	Unit/ Qty.	Activity wise applicable percentage of total value (A)
1	Dismantling of steel structure in built up sections (Gates, Railings, Frames, Gratings, Trusses etc.) in angles, tees, flats and channels including all gusset plates, bolts, nuts, cutting rivets, welding etc. including dismembering and stacking, dismantling and dismembering of fencing, dismantling of G.I sheets/ translucent/ RMP sheets and proper stacking of usable/ serviceable material for transportation to Shahpur kandi site	LS	9%
2	Demolishing of Concrete works viz. PCC concrete, flooring, RCC concrete in Column, footings, beams and others	LS	20%
3	Demolishing of Rubble masonry and brick work masonry in column, footings, beams with dismantling of tiles, doors, shutters, water pipings, manhole works e.t.c.	LS	26%
4	Dismantling and demolishing of bituminous Road works with plaining of undulations, disposal of building and road malbas/rubbish and other waste/unserviceable materials and preparation of good earth	LS	20%
5	Loading in proper stacks in trucks at SALAH store & proper unloading at Shahpur kandi site as per directions of BHEL site engineer <b>(Per MT rate = Total amount for the activity/ Total tonnage)</b>		
	a) loading charges	80 MT	6%
	b) unloading charges	80 MT	6%
6	Transportation of usable/serviceable steel structure materials from Salah store to Shahpur kandi site <b>(Per MT rate = Total amount for the activity/Total tonnage)</b>	80 MT	13%

## TECHNICAL CONDITIONS OF CONTRACT (TCC)

### Chapter-XII: BOQ CUM RATE SCHEDULE

---

#### **Notes:-**

- 1) Contractor shall fully understand work description and scope of work before quoting. The scope of work and responsibility of the contractor as mentioned under these specifications shall be covered within the quoted rates.
- 2) The tenderer shall quote the rates as per the rate schedule only. Conditional price bids or price bids with any deviation/ clarification etc. are liable to be rejected. No cutting/ erasing/ over writing shall be done.
- 3) Evaluation of bids shall be done on Lumpsum price ('A') against this Rate Schedule.
- 4) In case of any mismatch in Rate and amount on Price discrepancy, the same will be dealt as per clause No. 1.4 of GCC.