



BHEL, BHOPAL

PRODUCT STANDARD

R & M SYSTEMS GROUP

RMSG 03 278

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SPECIAL CONDITIONS

REV. 00

NIT No. RMSG/MM&WC/SINGRAULI/T-01

Sub:- Civil work of Unit#6 pertaining to renovation and retrofitting of ESP package of Singrauli STPS stage-II(2X500MW) for NTPC in Uttar Pradesh.

Note:

- The Special terms and conditions given here supersede the relevant terms & conditions given in Part I, i.e. Instruction to tenderers and General Terms and Conditions.**
- NO DEVIATION IN ANY OF THE TENDER TERMS SHALL BE ACCEPTABLE.**

1.0 INTRODUCTION :

1.1 This section of the tender defines the scope of the contractor's work other than as specified in the Technical Specifications. The requirement and conditions mentioned in this section are in addition to what are stated in Section - IA (Instructions to Tenderers) and Section - IB (General terms and conditions) & Section - III (Technical Specifications).

1.2 In case of any conflicting provisions given in different sections of the tender following shall be the order of preference forming the basis for arriving at a conclusion :

- Description in schedule of quantities of price schedule
- Technical Specifications
- Special Conditions if any
- Drawings
- General terms & conditions

1.3 Brief Description of Project site: - The project site is located at Singrauli in Uttar Pradesh.

1.4 The bidders are advised to take into account all factors and any fluctuations in the market rates etc. having effect on prices. No delay will be accepted and no claim will be entertained on this account after acceptance of the tender or during the currency of the contract. It is advisable that the bidders visit the site prior to bid submission.

2.0 NATURE OF JOB :

The job tendered out comprises of Civil work of Unit#6 pertaining to renovation and retrofitting of ESP package of Singrauli STPS stage-II(2X500MW) for NTPC in Uttar Pradesh.

They should visit the site before submitting their offer and make sure that they understand the working environment, present state of the structures, availability of original documents with our customer, local rules, laws and regulations etc. A certificate to this effect should be submitted by the bidder in technical bid as per format given at Annexure "J" of Instruction to Tenderers .

NOTE: BHEL shall not accept any claim arising out of above factors.

Prepared By	Approved By	Date of Issue
S K DASH	ASHIS MANDAL	08.01.2015



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3.1 The bidder should have experience of successful execution of Civil Construction / refurbishment works such as Machines/ Equipment Foundation, Construction/ Modification of Control Room/Industrial buildings etc., in Power Plants or Industries during last seven years ending on 31.12.2014.

3.2 The bidder should have executed the work of above nature as per clause no 3.1 during last seven years ending on 31.12.2014 for valuing either of the following:

(a) Three works each valuing not less than Rs. 276 Lacs

Or

(b) Two works each valuing not less than Rs. 344 Lacs

Or

(c) One work valuing not less than Rs. 551 Lacs

3.3 The bidder should have average annual financial turnover not less than Rs. 207 Lacs during the last 3 years, ending 31st March,2014. Self attested Audited Balance Sheet and P/L Account for last three years to be submitted in fulfilment of this criterion.

Note:

i) The bid can be submitted by an individual party or a Joint Venture of not more than two parties. (Details of Joint Venture are given under clause no. 23.0 below).

ii) Necessary certificates and documents with work order and completion certificates are required to be submitted in fulfilment of above criteria .

4.0 Other Informations to be submitted by the bidder -

The bidder should submit following duly signed and stamped along with technical bid -

4.1 No Deviation Certificate (Technical) as per Annexure "H" of Instruction to Tenderers.

4.2 No Deviation Certificate (Commercial) as per Annexure "I" of Instruction to Tenderers.

4.3 Copy of PAN No.

4.4 Copy of Service Tax Registration No. (If Applicable)

4.5 An attested copy of the Power of Attorney, in case an individual other than the sole Proprietor / Director / Partner signs the tender.

4.6 Documents in support of type of firm.

4.7 Financial viability statement as per Annexure "C" of Instruction to Tenderers with supporting documents.

4.8 Certificate confirming knowledge about site condition as per Annexure "J" of Instruction to Tenderers.

5.0 SCOPE OF WORK : Brief scope of work is as follows :-

Civil work of Unit#6 pertaining to renovation and retrofitting of ESP package of Singrauli STPS stage-II(2X500MW) for NTPC in Uttar Pradesh.

For detail refer technical specification.

6.0 COMPLETION SCHEDULE :

6.1 On intimation by BHEL through Fax or Telegraphically for issue of LOI, the contractor has to make initial mobilisation of his materials resources and work force so as to commence the work within 15 days of issue of LOI (for which fax intimation shall also be communicated). Further mobilisation of fresh resources and augmentation of existing resources shall be done in consultation with BHEL in all the area as covered in scope of work.



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6.2 The total work under the scope should be completed within 05 months from the date of commencement of work as above or 02 months from the last input by BHEL/Customer whichever is later.

6.4 Upon award, the contractor shall submit to BHEL within 15 days of issue of LOI, a network showing the sequence of activities covering complete construction activities under the scope.

NOTE: Completion time is the essence of the contract. Hence the contractor may be required to arrange working in extended working hours/ round the clock working to achieve scheduled completion.

7.0 PRICE SCHEDULE :

7.1 Please refer to the Price Schedule. Price bid should be submitted strictly as per the enclosed price schedule. Any deviation w.r.t. price schedule is not acceptable and the offer having deviation is liable to be rejected . **Rates quoted by the bidder against schedule items shall remain firm.**

7.2 The description of item contained in price schedule may not be elaborate. For more clarity about the scope, this should be always read in conjunction with the Technical Specifications.

8.0 TAXES AND DUTIES :

8.1 Price shall include all taxes/Duties/Royalties/Octroi/Freights applicable as on date of submission of tender except **Service Tax**.

8.2 Service Tax shall be reimbursed to the contractor at actual at prevailing rate at the time of execution of work against documentary evidences.

8.3 Works Contract Tax (WCT) if applicable shall be deducted from the contractor's bill as per prevailing rate of concerned state and necessary TDS certificate shall be issued to the contractor.

8.4 No claim shall be admissible on account of revision in rate of existing taxes & duties (except Service Tax) subsequent to bid submission. However if any new taxes & duties are introduced subsequent to bid submission and during the currency of the contract including its extension if any for the reasons not attributable to the contractor, the same shall be reimbursed at actual against documentary evidence of remittance by the contractor. In case the contract period is extended for the reasons attributable to the contractor, no such reimbursement shall be made during extended period.

8.5 Income Tax shall be deducted at source (TDS) as per prevailing rules and copy of TDS shall be provided to contractor.

8.6 BHEL shall issue 'C' Form against concessional Sales Tax paid by contractor and subsequently contractor shall submit E1/E2 forms against 'C' Form for supply scope if any.

9.0 EVALUATION OF THE OFFER AND ISSUE OF WORKS ORDER :

9.1 The bidder shall submit complete price of the package.

9.2 Evaluation of the offer will be strictly based on information submitted by the bidder. In view of this, the bidder is requested to go through the tender documents carefully and furnish all details clearly. Missing information may not be asked by BHEL.

9.3 Prices quoted against different price schedules shall be combined to arrive at the total price of the package. **In case of any item not quoted, the highest quoted rate for that item amongst all bidders will be taken for the purpose of evaluation and the lowest quoted rate for that item amongst all bidders will be taken for award.**

9.4 Total price of the package shall be compared for the purpose of arriving at L-1.

9.5 Based on the techno-commercial evaluation and priced bids, the successful bidder shall be awarded the contract for the complete package.



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9.6 No condition or deviations should be asked for in price bid.

9.7 Work is indivisible in nature and shall be awarded to a single party.

9.8 BHEL reserves the right to go for Reverse Auction instead of opening the sealed envelope price bids, submitted by the bidder . This will be decided after the techno-commercial evaluation. The bidder is required to give their acceptance for participation in RA . Non-acceptance to participate in RA may result in non-consideration of their bid, in case BHEL decides to go for RA . Information and General Terms and conditions governing Reverse Auction is placed at Annexure 'B' for reference .

10.0 TERMS OF PAYMENT :

10.1 Progressive payment may be regulated as per clause 10.4 below, subject to the deductions towards Security Deposit, Income Tax with surcharge, any other tax or levies applicable in the state and recoveries towards materials/services rendered on chargeable basis, penalty and LD, if applicable.

10.2 All the payments due to the Contractor will be made through Electronic Fund Transfer (EFT). For EFT facility the successful bidder is required to submit the details duly endorsed by their bankers in the prescribed proforma as enclosed at Annexure "A". Normally payment of bills takes about 30 days from the date of receipt of bills at Bhopal office duly verified by Site Engineer.

10.3 Normally payment of bills takes about 30 days from the date of verification of contractor's bill by Engineer In-charge and receipt of bill at Bhopal office.

10.4 Progressive payment @ 90% of the value of work executed till the date of measurement shall be made based on actual measurements & verification by BHEL through running account bill and balance 10 % shall be paid with the final bill.

Note: Advance Payment – BHEL does not give advance as a policy.

11.0 VARIATION IN CONTRACT PRICE :

The quantities shown on the drawings & documents may vary. BHEL reserve the right to add or delete items depending upon the final requirement. For such addition or deletion, the Contract price shall be adjusted based on the quoted unit price, which shall be valid for a variation of ± 30 % of the total contract price.

12.0 EXTRA/ADDITIONAL ITEMS OF WORK :

12.1 Any **NEW ITEM** of work which is explicitly not as per the scope envisaged in the tender but found essential during execution of the contract for satisfactory completion of the total work, it will come under the ambit of Extra Item of Work. In case such extra item is executed, the rate for the same shall be determined in the following ways and in the same priority :

- a) The rate for such extra item shall be derived from the nearest possible item or group of items of the awarded price schedule.
- b) If the derivation of rate of an extra item is not possible as per a) above, the same shall be derived from latest version of Delhi Schedule of Rates (CPWD DSR) with applicable escalation if any in the area where site is located.
- c) If the derivation of rate of an extra item is not possible as per a) and b) above , the same shall be derived from any order placed by BHEL in last 1 year for the same item either on the same vendor or on any one else in the vicinity of 100 kilometres of project site.
- d) In case of failure by all the above three (a), (b) and (c) means, the rate for extra item shall be derived on prevailing market rates and on actual basis by observing the consumption of materials (with permissible wastage as per standard practice), deployment of labours and other incidentals with 15 % as contractor's premium and



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overheads. For this purpose the contractor has to maintain and produce proper record duly certified by BHEL Engineer. Decision of BHEL in this regard shall be final and binding on the contractor.

12.2 Under no circumstances the contractor shall suspend the work on the plea of non-settlement of rates for extra item falling under this clause or claim any compensation on that account.

12.3 BHEL reserves the right to carry out such extra/additional items of work through any other contractor or in such a manner as he considered advisable.

12.4 The contractor on receipt of drawings from BHEL, shall inform within 15 days towards the rate / rates of item / items for carrying out the extra/additional item of work. This shall be supported by analysis of rates including market rates.

13.0 SUSPENSION AND CANCELLATION OF WORK :

BHEL reserves the right to suspend and restart execution of the contract without invalidating the provisions of the contract. Orders for suspension or restart of the contract will be issued by BHEL to the contractor in writing. In such case, the time for completion of the contract will be extended for a period mutually agreed to between the parties. **No price variation on this account shall be admitted.**

In general, no order shall be cancelled after the issue of the order or the understanding to proceed with the work. However, in the event of such cancellation of contract for the reasons not attributable to the contractor after commencement of the work, BHEL shall pay the Contractor compensation for the loss of profit on this account, in addition to the expenses incurred by the contractor in respect of the contract.

14.0 INSURANCE :

- a) It shall be the sole responsibility of the contractor to obtain transit insurance for envisaged scope of supply and get insured the property, materials, machineries, tools & tackles etc. belonging to him.
- b) It shall be the sole responsibility of the contractor to insure his workmen against risks of accidents and injury while at work as required by the relevant rules and to pay compensation, if any, to them as per Workmen's Compensation Act. The work will be carried out in a protected area and all the Rules and Regulations of BHEL / its customer in the project Area which are in force from time to time shall be followed by the contractor.
- c) If due to contractor's carelessness, negligence and / or non-observance of safety and other precautions, any accident / injury occurs to other persons / public, damage to BHEL's / its customer's property and/or personnel occurs, and if BHEL is unable to recover in full its claim from the Insurance Company, the deficit will be recovered from the contractor. The contractor shall be responsible for necessary compensation and other expenses in full, if so decided by the appropriate authority.
- d) It shall be the responsibility of the contractor to provide security arrangements for the equipment/materials belonging to BHEL / its customer & handed over to the contractor for Transportation / erection till these are taken over by BHEL or are returned to BHEL / its customer's Stores.

15.0 PENALTY FOR DELAY :

The total work under scope is to be completed within the completion time mentioned under Clause 6.2 above. Required approval, drawings and material in scope of customer/BHEL shall be made available to contractor in time.

Delay in completion of the work under scope that may take place beyond contractual schedule OR within any extension for the reasons attributable to the contractor shall be subject to imposition of **PENALTY at the rate of 0.50 %**



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of the contract value per week of delay or part thereof subject to maximum ceiling of 10% of the contract value.

16.0 WARRANTY :

16.1 The warranty period for the work executed shall be for a period of 12 months commencing immediately from the date of completion of the total package.

16.2 In case of any deficiencies in the workmanship, which is detected before the expiry of the warranty period, the contractor on notification by BHEL shall rectify or remedy the defects at his own cost and provisions of this clause shall apply to the portions of the work so replaced or renewed until the expiration of 6 months from the date of such replacement or renewal or the expiration of the original warranty period whichever is later. The repairs of the defective work shall be done by the contractor within a reasonable time to be decided mutually. If any defects be not remedied within a reasonable time, BHEL may proceed to do the work after giving 30 days notice to the contractor at the reasonable price and debit the cost to the contractor, but without prejudice to any other rights which BHEL may have against the contractor in respect of such defects. The new warranty after repairs shall be for 6 months from the date of commissioning or original warranty whichever is later.

16.3 During warranty period the contractor shall be liable to repair or replace any defective work that may develop in his own manufacture or those of his subcontractors under condition provided by the contractor and under proper use and arising solely from faulty design of material or workmanship. The contractor's obligation against the above clause shall be limited at contractor's option to replace or repair at contractors works or at site. All transportation, insurance and other charges for carrying out remedy to the defective works shall be borne by the contractor.

16.4 The acceptance of the work by the engineer shall in no way relieve the contractor of his obligation under this clause.

17.0 TERMINATION OF THE CONTRACT :

"No order shall be terminated after issue of the order or the understanding to proceed with the work except if desired by the Customer or Government of India. In the event of such cancellation, the Contractor shall be paid for all the work either fully or partly executed prior to the date of termination and the commitments entered into and expenses incurred for the execution of the contract as on the date of such termination. Nothing extra in addition to above shall be paid to the contractor in the event of such termination.

18.0 EXTENSION FOR DELAY :

If the works be delayed due to

- a) Force majeure or
- b) Delay on the part of the other contractors or tradesmen engaged by the BHEL in executing work not forming part of the contract, or
- c) Any other cause which, in the absolute discretion of BHEL is beyond the contractor's control then upon the happening of any such event cause delay, the contractor shall immediately give notice thereof in writing but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of BHEL to proceed with the work.

Requests for extension of time, to be eligible for consideration shall be made by contractor in writing within fifteen days of the happening of the event causing delay. The contractor may also, if practicable, indicate in such a request the period for which extension is desired, the working plan for remaining work.

In any such case Engineer-in-charge, BHEL or any other officer authorized by BHEL may give a fair and reasonable extension of time for completion of the work. Such extension (Grant/Denial) shall be communicated to the contractor by the Engineer-in-charge in



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writing, within 1 (One) month of the date of receipt of such request by the Engineer-in-charge.

NOTE: On account of this No additional compensation of any kind shall be admissible.

19.0 LIMITATION TO LIABILITY :

The aggregate liability for any or all claims including penalty for delay/Liquidated damages and indemnification shall not exceed 100% of the total contract price.

20.0 STATUTORY REQUIREMENT :

It shall be the sole responsibility of the contractor to obtain all necessary statutory sanctions, approvals, Licence, Permits, & Certificates etc. as may be required to execute the work as envisaged in the scope. BHEL shall only provide all necessary assistance in obtaining such sanctions, approvals, licence, permits etc.

21.0 FACILITIES TO BE PROVIDED BY BHEL/CUSTOMER :

21.1 Construction Office and Stores :

Depending upon the availability and requirement, the space for construction of office, stores shall be provided to the contractor. Within two weeks of completion of the contract, the contractor will have to remove all such temporary structures and handover the space made available to the contractor in a clean, levelled and tidy condition.

21.2 Electricity and Water :

The contractor shall make his own arrangement for supply of electricity and water for the purpose of contract execution. In case BHEL provides the electricity from their sources the same shall be on chargeable basis.

21.3 Residential Accommodation and transportation:

All transportation and accommodation arrangements for staff deployed by the contractor shall be the responsibility of the contractor at his own expenses. BHEL shall not provide any such above arrangement / Space etc. whatsoever.

21.4 Entry Passes :

Customer shall issue entry passes for the contractor's staff during normal/extended working hours including Sunday and holidays, depending upon requirement of work

22.0 Tools, Tackles & Equipments:- Tools, Tackles, Equipments:-

All tools & Tackles and consumables required for the satisfactory execution of the job will have to be arranged by the contractor at free of cost. All measuring instruments, tools and tackles should be tested periodically and contractor shall also produce necessary certificate and proof of having tested & calibrated from certified agencies. List of tools, tackles & equipments of reputed manufacturers with proper Test / Calibration Certificates to be arranged by the contractor at his own cost is given below but not limited to this (**only for guidance**):

22.1 Tools, tackles & Equipment pertaining to civil construction

- i) Theodolite with measuring staff.
- ii) Dumpy Level with measuring staff.
- iii) Steel Tapes
- iv) Stop watch.
- v) Platform type weighing Machine (200 KGS. Capacity).
- vi) Electronic balance (5 KGS. Capacity).
- vii) Simple Balance.
- viii) Dry density Test Kit.
- ix) Slump Cone with Tamping Rod.
- x) 15 cm. Cube Moulds – 24 Nos.
- xi) Compression Test machine for concrete cubes.



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- xii) Plumb Bobs, Spirit level, Vernier calliper, Micrometer.
- xiii) Thermometer for Temperature measurement of concrete Mix.
- xiv) Tilting type concrete mixers .
- xv) Needle Vibrators with needles of various sizes like 5, 40, 30 mm.
- xvi) Plate Vibrators.
- xvii) Earth moving equipments – Dozer, JCB, Truck, Dumpers.
- xviii) Road rollers (8 – 10 Tonnes Capacity).
- xix) Mechanical Earth Compactors.
- xx) De-watering Pumps, Sludge Pumps and Tulu Pumps (for curing).
- xxi) Welding Machines.
- xxii) Gas Cutting Sets.
- xxiii) Base Mounted Drill Machines.
- xxiv) Hand Drill Machine.
- xxv) Grinding Machine for fabrication works.
- xxvi) Floor Grinding Machine.
- xxvii) Tile Cutter.
- xxviii) Jack Hammer with compressor.
- xxix) Sieve Sets for sieve analysis of coarse & fine aggregates.
- xxx) Test Kit for Impact value / abrasion value test of aggregates.
- xxxi) Sufficient number of Hacksaw, saw, spade, pick-axe, crow bar, shovels, tagadis, hammers, chisels, trowels and other necessary tools & plants as per requirement at sites.

23.0 Joint Venture :

A joint venture (JV, sometimes 'J-V') is a legal entity formed between two parties to undertake an economic activity together. Thus, a joint venture may be defined for present purposes as any arrangement whereby two parties co-operate in order to run a business or to achieve a commercial objective. This co-operation may take various forms and may involve the running of a business on a long-term basis or on the realization of a particular project. The business may be entirely new, or it may be an existing business, which it is believed will benefit from the introduction of a further participant.

Agreement

There should be a Joint Venture agreement between two parties showing terms & conditions of Joint Venture. The parties to Joint Venture shall jointly and severally be liable to BHEL of all obligations of the Joint Venture. The parties to Joint Venture shall maintain their Joint Venture agreement till successful execution and completion of contract with BHEL. The Joint Venture shall submit a notarized Joint Venture agreement to BHEL at the time of submitting offer.



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ANNEXURE "A"

FORMAT FOR (EFT) ELECTRONIC FUND TRANSFER

You are requested to submit the information as per details given below at the earliest to enable processing of e-payment :

1. Name of the Supplier (Max 60 char)
2. Account No (Max 17 char)
3. Name of the bank, branch, city (Max 60, 40 and 20 characters respectively)
4. Branch Code (Max 5 char)
5. MICR Code (Max 30 char)
6. IFSC Code (Max. 30 char) [Every NEFT enabled bank / branch has a unique IFSC Code (Indian Financial Security Code)] This code may differ from RTGS IFSC code.

VENDORS / BIDDERS ARE SUPPOSED TO SUBMIT THE INFORMATION ON FIRM'S LETTER HEAD DULY ENDORSED AND STAMPED BY THEIR BANKERS.

In addition to above information please also furnish the following details to enable faster clearance of bills.

7. E-Mail Address (Max 40 char)
8. Details of TIN No. (Max 11 char)



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REV. 00**ANNEXURE – “B”****GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION**

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to “REVERSE AUCTION PROCEDURE” i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit „online sealed bid” in the Reverse Auction. Non-submission of „online sealed bid” by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (Annexure II) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at “Total Cost to BHEL” like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for noncompliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure III) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL’s standard practice.
12. Bidders shall be required to read the “Terms and Conditions” section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the ‘Business Rules of Reverse Auction’, which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.