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| <br>BHEL, BHOPAL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>PRODUCT STANDARD</b><br><b>R&amp;M SYSTEMS GROUP</b> |                             | <b>RMSG 09 284</b><br>Page 1 of 8 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>SPECIAL CONDITIONS</b>                               |                             | <b>REV. 00</b>                    |
| <p align="center"><b>NIT No. RMSG/MM&amp;WC/RC/T-03</b></p> <p><b>SUB: Rate Contract for two years for carrying out General Civil works for present and future projects of RMSG in Odisha, West Bengal, Jharkhand and Bihar.</b></p> <p><b>(Note: The Special terms and conditions given here supersede the relevant terms &amp; conditions given in General Terms and Conditions).</b></p> <p><b>1.0 INTRODUCTION</b></p> <p><b>1.1</b> 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) &amp; Section - III (Technical Specifications).</p> <p><b>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 :</b></p> <p><b>A) Description in schedule of quantities of Price Schedule in conjunction with technical specifications</b></p> <p><b>B) Special Conditions</b></p> <p><b>C) General terms &amp; conditions</b></p> <p><b>1.3 Brief Description of Project site: -</b> Tentative list of projects sites where General Civil works shall be carried out are as follows:-</p> <p>a) Talcher(2X500MW) TPS of NTPC in Odisha.</p> <p>b) Talcher(2X110MW) TPS of NTPC in Odisha.</p> <p>c) IB Valley(2X210MW) TPS of OPGC in Odisha.</p> <p>In addition to above, the contractor has to carry out General Civil works in any other running/upcoming projects of RMSG anywhere in Odisha, West Bengal, Jharkhand and Bihar during two years. However, payment shall be made to the contractor for actual quantity executed. <b>Rate contract shall be for a period of two years from the actual date of commencement of work of 1<sup>st</sup> project .</b></p> <p><b>1.4</b> The bidders are advised to take into account all factors including law &amp; order 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.</p> <p><b>2.0 DESCRIPTION OF JOB :</b></p> <p><b>Rate Contract for two years for carrying out General Civil works for present and future projects of RMSG in Odisha, West Bengal, Jharkhand and Bihar.</b></p> |                                                         |                             |                                   |
| Prepared by<br><br>S K DASH                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                         | Approved by<br><br>A MANDAL | Date of Issue .<br><br>01.02.2015 |



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**3.0 QUALIFYING CRITERIA** - The bidders should fulfil following qualifying criteria:

**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 31.01.2015.

**3.2** The bidder should have executed the work of above nature as per clause no.3.1 during last seven years ending on 31.01.2015 for valuing either of the following:

(a) Three works each valuing not less than Rs. 200 Lacs

**Or**

(b) Two works each valuing not less than Rs. 250 Lacs

**Or**

(c) One work valuing not less than Rs. 400 Lacs

**3.3** The bidder should have average annual financial turnover not less than Rs. 150 Lacs during last 3 years, ending 31<sup>st</sup> March, 2014. Self attested Audited Balance Sheet and P/L Account for last three years to be submitted in fulfilment of this criterion.

**Note:**

**1.0 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. 20.0 below).**

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

**4.0 Other Information 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.

**5.0 SCOPE OF WORK :** Brief Scope of Work is as follows :-

**This is a Rate Contract for two years for carrying out General Civil works and associated electrical works for present and future projects of RMSG in Odisha, West Bengal, Jharkhand and Bihar. Total value of contract shall be Rs.500 Lacs. BHEL shall ensure that work of at least Rs.100 Lacs is allocated for each site for which contractor has been instructed to execute the work. However, in exceptional cases, contractor may be asked to execute the work of amount lesser than Rs.100 Lacs but not less than Rs. 50 Lacs for which contractor has to agree. The price schedule has been prepared to ascertain unit rate of items provided. The quantities of each item shall be executed as per site conditions to any extent.**

**For detail, refer technical specifications.**



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**6.0 COMPLETION SCHEDULE :**

6.1 A separate written intimation shall be given for each project with scope of work to be carried out and the contractor has to **mobilize site** within 15 days from the date of issue of the written intimation .

6.5 **Rate contract shall be for a period of two years from the actual date of commencement of work of 1<sup>st</sup> project .**

**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. **ONLY GRAND TOTAL PRICE OF THE COMPLETE PACKAGE TO BE QUOTED. Rate per unit for different items of the Price Schedule shall be derived from the percentage value assigned to that particular item and quantity specified in the price schedule. The price schedule has been prepared to ascertain unit rate of items provided. The quantities of each item shall be executed as per site conditions to any extent.**

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 and Duties as on date of submission of tender except **Service Tax.**

8.2 Service Tax as may be applicable shall be reimbursed to the contractor at actual at the rate prevailing 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.

**9.0 TERMS OF PAYMENT:**

9.1 Progressive payment shall be made against full or part completion of the activities as certified by BHEL Engineer on submission of invoice in duplicate subject to deductions towards Security Deposit, Income Tax with surcharge, any other tax or levies applicable and recoveries towards materials/ services rendered on chargeable basis, penalty and LD, if applicable.

8.2 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 bank in the prescribed proforma as enclosed at Annexure "A" .

8.3 **Normally payment of bills takes about 30 days from the date of verification of contractor's bill by Engineer In-charge.**



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**8.4 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 of the particular project.**

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

**10.0 PENALTY FOR DELAY:**

The contractor is required to complete the work project wise as per clause no.6 above. Delay in completion of any particular project for the reasons attributable to the contractor shall be subject to imposition of PENALTY at the rate of 0.50 % of the contract value of that particular project per week of delay or part thereof subject to maximum ceiling of 10% of the contract value of that particular project.

**11.0 VARIATION IN CONTRACT PRICE :**

This is a rate contract for two years . Unit rate of particular activity of price schedule shall remain firm for two years. Payment shall be made to the contractor for actual quantity executed.

**12.0 EXTRA/ADDITIONAL ITEMS OF WORK :**

12.1 Any NEW ITEM of work that is not as per the scope envisaged in the tender but found essential during execution of the contract for satisfactory completion of the total work then 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 mutually decided and agreed upon.

12.2 Under no circumstances the contractor shall suspend the work on the plea of non-settlement of rates falling under the 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 agency or in such a manner, as he considered advisable.

**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 EVALUATION OF THE OFFER AND ISSUE OF WORKS ORDER :**

14.1 The bidder shall submit complete price of the package in the required fashion in the enclosed price bid proforma only.

14.2 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.

14.3 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.



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- 14.4 Total price of the package shall be compared for the purpose of arriving at L-1.
- 14.5 Based on the techno-commercial evaluation and priced bids, the successful bidder shall be awarded the contract for the complete package.
- 14.6 No condition or deviations should be asked for in price bid.
- 14.7 Work is indivisible in nature and shall be awarded to a single party.
- 14.8 **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 .
- 15.0 INSURANCE :**
- a) It shall be the sole responsibility of the contractor to 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.
- 16.0 WARRANTY : 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(project wise).**
- 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.



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**18.1** 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.

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

**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 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.