

TENDER SPECIFICATION

NO: BHE/PW/PUR/WNT2-MESS-RENOV/1672

FOR

RENOVATION AND MAINTENANCE WORKS

FOR

MESS CUM RECREATION HALL

AT

1 X 800MW WTPS UNIT-8 SITE, WANAKBORI (DIST.-KHEDA) - GUJARAT

TECHNICAL BID SPECIFICATION - VOLUME- I

TENDER SPECIFICATIONS CONSISTS OF:

- **Notice Inviting Tender**
- **Volume I A - Technical Conditions of Contract,**
- **Volume I B - Special conditions of Contract,**
- **Volume I C - General conditions of Contract**
- **Volume I D - Forms & Procedures**
- **Volume II - Price Bid**



Bharat Heavy Electricals Limited
(A Government of India Undertaking)
Power Sector - Western Region
345-Kingsway, Nagpur-440001

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EARNEST MONEY DEPOSIT: Refer Notice Inviting Tender

LAST DATE FOR TENDER SUBMISSION: Refer Notice Inviting Tender

THESE TENDER SPECIFICATION DOCUMENTS CONTAINING VOLUME-I AND VOLUME- II ARE ISSUED TO:

M/s.

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PLEASE NOTE: THESE TENDER SPECS DOCUMENTS ARE NOT TRANSFERABLE.

For Bharat Heavy Electricals Limited

AGM (Purchase)

Place: Nagpur

Date:

Volume No	Description	Hosted in website (www.bhel.com) as files titled
NIL	Tender Specification Issue Details	(Part of <u>Vol-IA-1672</u>)
NIL	Notice Inviting Tender	(Part of <u>Vol-IA-1672</u>)
I-A	Technical Conditions of Contract	Vol-IA-1672
I-B	Special Conditions of Contract	Vol-I-BCD-1672
I-C	General Conditions of Contract	(Part of <u>Vol-IBCD-1672</u>)
I-D	Forms & Procedures	(Part of <u>Vol-IBCD-1672</u>)
II	Price Bid Specification	Vol-II-1672

1672

NOTICE INVITING TENDER

Bharat Heavy Electricals Limited



**BHEL PSWR
Notice Inviting Tender**

Tender Specification No: BHE/PW/PUR/WNT2-MESS-RENOV/1672

Page 5 of 54

Ref: BHE/PW/PUR/WNT2-MESS-RENOV/1672

Date: 12/09/2016

NOTICE INVITING TENDER (NIT)

NOTE: BIDDER MAY DOWNLOAD FROM BHEL WEB SITES OR PURCHASE TENDERS FROM THIS OFFICE (BHEL PSWR NAGPUR) ALSO.

To,

Dear Sir/Madam,

Sub: NOTICE INVITING TENDER

Sealed offers in two part bid system are invited from reputed & experienced bidders (meeting [PRE QUALIFICATION CRITERIA](#) as mentioned in Annexure-I) for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Following points relevant to the tender may please be noted and complied with.

1.0 Salient Features of NIT

SL NO	ISSUE	DESCRIPTION
i	TENDER NUMBER	BHE/PW/PUR/WNT2-MESS-RENOV/1672
ii	Broad Scope of job	Renovation and Maintenance Works for Mess cum Recreation Hall at 1 X 800MW WTPS Unit-8 Site, Wanakbori (Dist.-Kheda) - Gujarat
iii	DETAILS OF TENDER DOCUMENT	
a	Volume-IA	<i>Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc</i> Applicable
b	Volume-IB	<i>Special Conditions of Contract (SCC)</i> Applicable
c	Volume-IC	<i>General Conditions of Contract (GCC)</i> Applicable
d	Volume-ID	<i>Forms and Procedures</i> Applicable
e	Volume-II	<i>Price Bid Schedule</i> Applicable
iv	Issue of Tender Documents	1. Sale from BHEL PS Regional office at : Start : 12/09/2016, Closes: 26/09/2016 , Time : 14.00 Hrs 2. From BHEL website (www.bhel.com) Tender documents will be available for downloading from website till due date of submission Applicable
v	DUE DATE & TIME OF OFFER SUBMISSION	Date : 27/09/2016, Time 15.00 Hrs Place : <u>BHEL PS Regional office at :Nagpur</u> Applicable

**BHEL PSWR
Notice Inviting Tender**

Tender Specification No: BHE/PW/PUR/WNT2-MESS-RENOV/1672

Page 6 of 54

		<p>Tenders being submitted through representative shall be submitted at dispatch section of PSWR HQ Office after making entry/registration at the reception. For any assistance on the matter kindly contact following officials:</p> <ul style="list-style-type: none"> • Pratish Gee Varghese / Sr Engineer (Purchase) • Neeraj Tiwari / Sr Engineer (Purchase) • Shivkesh Meena / Sr. Engineer (Purchase) 	
vi	OPENING OF TENDER	<p>1 hours after the latest due date and time of Offer submission <i>Notes:</i> (1) In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day. (2) Bidder may depute representative to witness the opening of tender</p>	Applicable
vii	EMD AMOUNT	Rs 40,000/- (Rupees Forty Thousand Only)	Applicable* <small>(*---Refer Annex-04 "Imp. Information" of NIT for MSE Vendors)</small>
viii	COST OF TENDER	Rs 2000/- (Rupees Two Thousand Only)	Applicable* <small>(*---Refer Annex-04 "Imp. Information" of NIT for MSE Vendors)</small>
ix	LAST DATE FOR SEEKING CLARIFICATION	<p>Five days before the due date of offer submission. Along with soft version also, addressing to undersigned & to others as per contact address given below</p>	Applicable
x	SCHEDULE OF Pre Bid Discussion (PBD)		Not Applicable
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)		Not Applicable

**BHEL PSWR
Notice Inviting Tender**

Tender Specification No: BHE/PW/PUR/WNT2-MESS-RENOV/1672

Page 7 of 54

xii	Latest updates	<p><u>Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com -->Tender Notifications →View Corrigendums) and not in the newspapers. Bidders to keep themselves updated with all such information</u></p>	
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2.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly signed & stamped on each page, as part of offer. Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form in the techno-commercial offer other than the Price Bid and shall not be entertained.

3.0 Unless specifically stated otherwise, bidder shall remit cost of tender and courier charges if applicable, in the form of Demand Draft drawn in favour of Bharat Heavy Electricals Ltd, payable at Power Sector Regional HQ at Nagpur issuing the Tender, along with techno-commercial offer. Bidder may also choose to deposit the Tender document cost by cash at the Cash Office as stated above against SL no IV of 1, on any working day; and in such case copy of Cash receipt is to be enclosed with the Techno Commercial offer. Sale of tender Documents shall not take place on National Holidays, holidays declared by Central or State Governments and BHEL PS HQ at Nagpur, Sundays and second/ last Saturdays

4.0 Unless specifically stated otherwise, bidder shall deposit EMD through Demand Draft/Pay Order in favour of Bharat Heavy Electricals Ltd, payable at Nagpur. For other details and for 'One Time EMD' please refer General Conditions of Contract.

5.0 **Procedure for Submission of Tenders:** The Tenderers must submit their Tenders to Officer inviting Tender, as detailed below:

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

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

Sl no	Description	Remarks
	Part-I A	
	<p><u>ENVELOPE – I super scribed as :</u> PART-I (TECHNO COMMERCIAL BID) TENDER NO : NAME OF WORK :</p>	

**BHEL PSWR
Notice Inviting Tender**

Tender Specification No: BHE/PW/PUR/WNT2-MESS-RENOV/1672

Page 8 of 54

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

	PART-I B	
	ENVELOPE – II super scribed as: PART-I (EMD/COST of TENDER) TENDER NO :	

**BHEL PSWR
Notice Inviting Tender**

Tender Specification No: BHE/PW/PUR/WNT2-MESS-RENOV/1672

Page 9 of 54

	<p>NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:</p> <p>CONTAINING THE FOLLOWING:-</p>	
i.	<p>1. Earnest Money Deposit (EMD) in the form as indicated in this Tender OR Documentary evidence for 'One Time EMD' with the Power Sector Region of BHEL floating the Tender</p> <p>2. Cost of Tender (Demand Draft or copy of Cash Receipt as the case may be)</p>	

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

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

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

BHEL PSWR
Notice Inviting Tender

Tender Specification No: BHE/PW/PUR/WNT2-MESS-RENOV/1672

Page 10 of 54

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- 7.0 Deviation with respect to tender clauses and additional clauses/suggestions in Techno-commercial bid / Price bid shall NOT be considered by BHEL. Bidders are requested to positively comply with the same.
- 8.0 BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).
- 9.0 **Void**
- 10.0 Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.
- 11.0 For any clarification on the tender document, the bidder may seek the same in writing or through e-mail, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
- 12.0 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.
- 13.0 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer; else BHEL's interpretation shall prevail.
- 14.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
- 15.0 Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), **if applicable**, along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. **The names and other details of Independent External Monitor (IEM) for the subject tender are as given at point (1) above.**

BHEL PSWR
Notice Inviting Tender

Tender Specification No: BHE/PW/PUR/WNT2-MESS-RENOV/1672

Page 11 of 54

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- 16.0 The Bidder has to satisfy the Pre-Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre-Qualification Criteria specified in this NIT as per Annexure-I (as applicable), past performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under HOLD.
- 17.0 In case BHEL decides on a 'Public Opening', the date & time of opening of the sealed PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one authorized representative to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful/Disqualified bidders under intimation to the respective bidders.
- 18.0 Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 19.0 BHEL reserves the right to decide the successful bidder on the basis of Reverse Auction process. In such case all qualified bidders will be intimated regarding procedure/ modality for Reverse Auction process prior to Reverse Auction and price will be decided as per the rules for Reverse Auction. .

However, if reverse auction process is unsuccessful as defined in the RA rules/procedures, or for whatsoever reason, then the sealed 'PRICE BIDS' will be opened for deciding the successful bidder. BHEL's decision in this regard will be final and binding on bidder.

- 20.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 21.0 In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.
- 22.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 23.0 Consortium Bidding (or Technical Tie up) shall be allowed only if specified in Pre-Qualifying Requirement (PQR) criteria, and in such a case the following shall be complied with:
- 23.1 Prime Bidder and Consortium Partner or partners are required to enter into a consortium agreement with a validity period of six months initially. In case the consortium is awarded the contract, then the Consortium Agreement between the Prime Bidder and Consortium Partner or partners shall be extended till contractual completion period including extension periods if any applicable.
- 23.2 'Standalone' bidder cannot become a '**Prime Bidder**' or a '**Consortium bidder**' or '**Technical Tie up bidder**' in a consortium (or Technical Tie up) bidding. Prime bidder shall neither be a consortium partner to other prime bidder nor take any other consortium partners. However, consortium partner may enter into consortium

BHEL PSWR
Notice Inviting Tender

Tender Specification No: BHE/PW/PUR/WNT2-MESS-RENOV/1672

Page 12 of 54

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agreement with other prime bidders. In case of non-compliance, consortium bids of such Prime bidders will be rejected.

- 23.3 Number of partners for a consortium Bidding (or Technical Tie up) shall be as specified in the PQR
- 23.4 Prime Bidder shall be as specified in the Pre-Qualification Requirement, else the bidder who has the major share of work
- 23.5 In order to be qualified for the tender, Prime Bidder and Consortium partner or partners shall satisfy (i) the Technical 'Pre Qualifying Requirements' specified for the respective package, (ii) "Assessment of Capacity of Bidder" as specified in clause 9.0
- 23.6 Prime Bidder shall comply with additional 'Technical' criteria of PQR as defined in 'Explanatory Notes for the PQR'
- 23.7 Prime Bidder shall comply with all other Pre Qualifying criteria for the Tender unless otherwise specified
- 23.8 In case customer approval is required, then Prime Bidder and Consortium Partner or partners shall have to be individually approved by Customer for being considered for the tender.
- 23.9 Prime Bidder shall be responsible for the overall execution of the contract
- 23.10 In case of award of job, Performance shall be evaluated for Prime Bidder and Consortium Partner or partners for their respective scope of work(s) as per prescribed formats
- 23.11 In case the Consortium partner or partners back out, their SDs shall be encashed by BHEL. In such a case, other consortium partner or partners meeting the PQR have to be engaged by the Prime Bidder, and if not, the respective work will be withdrawn and executed on risk and cost basis of the Prime Bidder. The new consortium partner or partners shall submit fresh SDs as applicable.
- 23.12 In case the prime Bidder withdraws, the whole contract shall be considered cancelled and short closed.
- 23.13 After execution of work, the work experience shall be assigned to the Prime Bidder and the consortium partner or partners for their respective scope of work. After successful execution of two similar works with the same consortium partner or partners under direct orders of BHEL, the Prime Bidder shall be eligible for becoming a 'standalone' bidder for similar works, subject to certification from BHEL about the active involvement of the Prime Bidder for satisfactory execution of the works.
- 23.14 The consortium partner shall submit SD equivalent to 2% of the total contract value in addition to the SD to be submitted by the prime Bidder for the total contract value. In case there are two consortium partners, then each partner shall submit SD

BHEL PSWR
Notice Inviting Tender

Tender Specification No: BHE/PW/PUR/WNT2-MESS-RENOV/1672

Page 13 of 54

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equivalent to 1% of the total contract value in addition to the SD to be submitted by the prime Bidder for the total contract value.

- 23.15 In case of a Technical Tie up, all the clauses applicable for the Consortium partner shall be applicable for the Technical Tie up partner also
- 24.0 The bidder shall submit documents in support of possession of 'Qualifying Requirements' duly self-certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.
- 25.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 26.0 Order of Precedence
In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:
- a. Amendments/Clarifications/Corrigenda/Errata etc issued in respect of the tender documents by BHEL
 - b. Notice Inviting Tender (NIT)
 - c. Price Bid
 - d. Technical Conditions of Contract (TCC)—Volume-1A
 - e. Special Conditions of Contract (SCC) —Volume-1B
 - f. General Conditions of Contract (GCC) —Volume-1C
 - g. Forms and Procedures —Volume-1D

It may please be noted that guidelines/rules in respect of suspension of business dealings', 'Vendor evaluation format', 'Quality, Safety & HSE guidelines', etc may undergo change from time to time and the latest one shall be followed.

For BHARAT HEAVY ELECTRICALS LTD
(AGM Pur)

Enclosure:-

01. Annexure-1: Pre Qualifying Criteria.
02. Annexure-2: Check List.
- ~~03. Annexure-3: Integrity Pact~~
04. Annexure-4: Important Information.
05. Annexure-5: MSE Annex

**BHEL PSWR
Notice Inviting Tender**

Tender Specification No: BHE/PW/PUR/WNT2-MESS-RENOV/1672

Page 14 of 54

ANNEXURE - 1

PRE QUALIFYING CRITERIA

JOB	<i>Renovation and Maintenance Works for Mess cum Recreation Hall at 1 X 800MW WTPS Unit-8 Site, Wanakbori (Dist.-Kheda) – Gujarat.</i>
Tender Specification Number: BHE/PW/PUR/WNT2-MESS-RENOV/1672	

SL NO	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Name and Description of qualifying criteria	Page no of supporting document. Bidder must fill up this column as per applicability.
A	Submission of Integrity Pact duly signed (if applicable) (Note: To be submitted by Prime Bidder & Consortium/Technical Tie up partner jointly in case Consortium bidding is permitted, otherwise by the sole bidder)	NOT-APPLICABLE	
B	<u>Technical</u> Bidder shall essentially meet the Qualifying Requirement (i.e. B.1) as under, in last seven years as on latest date of bid submission: <u>B.1:</u> Bidder should have Executed ‘Civil works” in last seven years as on latest date of bid submission as below: B.1.1) Executed One Civil work of value not less than Rs. 11.60 Lakhs against single work order. OR B.1.2) Executed Two Civil works each of value not less than Rs. 7.25 Lakhs against maximum	APPLICABLE	

**BHEL PSWR
Notice Inviting Tender**

Tender Specification No: BHE/PW/PUR/WNT2-MESS-RENOV/1672

Page 15 of 54

	two work orders. OR B.1.3) Executed Three Civil works each of value not less than Rs. 5.80 Lakhs against maximum three work orders.		
C-1	<u>Financial TURNOVER</u> Bidders must have achieved an average annual financial turnover (Audited) of Rs. 4.35 Lakhs or more over last three Financial Years (FY) i.e. 2013-2014, 2014-15, 2015-16 OR 2012-2013, 2013-2014, 2014-15 if Annual Accounts for FY 2015-16 are not audited.	APPLICABLE	
C-2	<u>NETWORTH</u> (only in case of Companies) Net worth of the Bidder based on the latest Audited Accounts as furnished for 'C-1' above should be positive.	APPLICABLE	
C-3	<u>PROFIT</u> Bidder must have earned cash profit in any one of the three Financial Years as applicable in the last three Financial Years defined in 'C-1' above based on latest Audited Accounts.	APPLICABLE	
D	Assessment of Capacity of Bidder to execute the work as per sl no 9 of NIT (if applicable)	NOT APPLICABLE	
E	Approval of Customer (if applicable) Note: Names of bidders (including consortium/Technical Tie up partners in case consortium bidding is permitted) who stand qualified after compliance of criteria A to D shall be forwarded to customer for their approval.	NOT APPLICABLE	BY BHEL
F	Price Bid Opening Note: Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria A to E	APPLICABLE	BY BHEL
G	Consortium criteria (if applicable)	NOT APPLICABLE	
	<u>Explanatory Notes for the PQR (unless otherwise specified in the PQR):</u> <u>Explanatory Notes for PQR B.1 (Technical)</u> 1. For the criteria (B1), actual executed value shall be considered.		

BHEL PSWR
Notice Inviting Tender

Tender Specification No: BHE/PW/PUR/WNT2-MESS-RENOV/1672

Page 16 of 54

2. Value of work is to be updated as per PVC formula of GCC with indices for "All India Average Consumer Price Index for Industrial Workers" with base month as date of work completion as per certificate and indexed upto two months prior to the bid opening month (Part I)

Explanatory Notes for PQR B.2 (Technical)

3. ~~Unless otherwise specified, for the purpose of "B2 Technical Criteria", the word 'EXECUTED' means achievement of milestones as defined below –~~
- ~~a) "ACHIEVEMENT OF PHYSICAL QUANTITIES" as per respective PQRs in respect of Piling / Civil / Structures / Chimney.~~
 - ~~b) "READINESS FOR COAL FILLING" in respect of Mill Bunker.~~
 - ~~c) "CHARGING" in respect of Power Transformers / Bus Ducts / "HT/LT Switchgears" / "HT / LT Cabling".~~
 - ~~d) For C&I works: "SYNCHRONISATION" in case of power project and "WORK COMPLETION of the value as defined in PQR" in case of industry~~
 - ~~e) "BOILER LIGHT UP" in respect of Boiler / CFBC / ESP.~~
 - ~~f) "GAS IN" in respect of HRSG.~~
 - ~~g) "STEAM BLOWING COMPLETION" in respect of Power Cycle Piping.~~
 - ~~h) "HYDRAULIC TEST" of the system in respect of Pressure parts / LP Piping / CW Piping.~~
 - ~~i) "FULL LOAD OPERATION OF THE UNIT" in respect of Insulation work.~~
 - ~~j) "SYNCHRONISATION" in respect of STG / GTG.~~
 - ~~k) "SPINNING" in respect of HTG.~~
4. ~~Boiler means HRSG or WHRB or any other types of Steam Generator.~~
5. ~~Power Cycle piping means Main Steam, Hot Reheat, Cold Reheat, HP Bypass.~~
6. ~~For the purpose of evaluation of the PQR, one MW shall be considered equivalent to 3.5 TPH where ever rating of HRSG/BOILER is mentioned in MW. Similarly, where ever rating of Gas Turbine is mentioned in terms of Frame size, ISO rating of the same in terms of MW shall be considered for evaluation.~~
7. ~~Scope for Capital overhaul of STG shall cover Bearing Inspection work and overhauling of all cylinders of the Turbine.~~
8. ~~In case the tendered scope is not a Pulverised Fuel Boiler, experience of Oil/Gas Fired Boilers can also be considered.~~

PQR C (Financial)

9. Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated against C-1 above along with all annexures
10. In case audited financial statements have not been submitted for all the three years as indicated against C-1 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.
11. If financial statements are not required to be audited statutorily, then instead of audited financial statements, financial statements are required to be certified by Chartered Accountant.
12. C-2:-NETWORTH: Shall be calculated based on the latest Audited Accounts as furnished for C-1 above.
Net worth = Paid up share capital + Reserves. (Net worth is required to be evaluated in case of companies)
13. C-3:- PROFIT : PROFIT shall be PBT earned during any one year of last three financial year as in C.1 above

Common Explanatory Notes:

14. For evaluation of PQR, the credentials of the Bidder alone, and not that of the Group Company shall be considered.
15. Time period for achievement of the qualification requirement is in the last 7 years ending on the 'latest date of Bid submission' of tender
16. "Executed" means the bidder should have achieved the criteria specified, even if the contract has

BHEL PSWR
Notice Inviting Tender

Tender Specification No: BHE/PW/PUR/WNT2-MESS-RENOV/1672

Page 17 of 54

	<p>not been completed or closed.</p> <p>17. In case the experience/PO/WO certificate enclosed by bidders do not have separate break up of prices for the E&C portion of Electrical and C&I Works, (i.e. the certificates enclosed are for composite order for supply and erection of Electrical and CI and other works if any), then value of Erection and Commissioning for the Electrical & CI portion shall be considered as 15% of the price for supply & erection of Electrical & C&I.</p>
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Note: Credentials submitted by the bidder against “PRE QUALIFYING CRITERIAS” shall be verified from the issuing authority for its authenticity. In case, any credential (s) is/are found unauthentic, offer of the bidder is liable to be rejected and BHEL reserves the right to initiate any further action as per its internal guidelines.

**BHEL PSWR
Notice Inviting Tender**

Tender Specification No: BHE/PW/PUR/WNT2-MESS-RENOV/1672

Page 18 of 54

Bidder's Response to BHEL TECHNICAL PQR (WHICHEVER IS APPLICABLE)

PQR No	Pre-Qualifying Requirement	Credentials (Detailed Work Order, Completion Certificate and TDS Certificates) based on which bidder is claiming PQR	Reference of the documents	Page No
B.1:	Bidder should have Executed 'Civil works" in last seven years as on latest date of bid submission as below:			
B.1.1	Executed One Civil work of value not less than Rs. 11.60 Lakhs against single work order.			
B 1.2	Executed Two Civil works each of value not less than Rs. 7.25 Lakhs against maximum two work orders.			
B.1.3	Executed Three Civil works each of value not less than Rs. 5.80 Lakhs against maximum three work orders.			

NOTE:

BIDDERS MUST CLEARLY INDICATE IN THE TABLE ABOVE, HOW THEY ARE SATISFYING TECHNICAL PQR ALONG WITH THE REFERENCE OF THE SUPPORTING DOCUMENTS AND THE PAGE NUMBER IN WHICH THE REFERRED DOCUMENTS ARE ANNEXED IN THE BID DOCUMENT.

BHEL WILL NOT CONSIDER ANY OTHER DOCUMENT OTHER THAN THOSE SPECIFIED BY THE BIDDERS IN THE TABLE ABOVE FOR EVALUATION OF TECHNICAL PQR.

BIDDER MAY ATTACH SEPERATE SHEET IF NECESSARY

**BHEL PSWR
Notice Inviting Tender**

Tender Specification No: BHE/PW/PUR/WNT2-MESS-RENOV/1672

Page 20 of 54

9	Whether all pages of the Tender documents including annexures, appendices etc are read understood and signed	Applicable/ Not Applicable	YES/NO
10	Integrity Pact	Applicable/ Not Applicable	YES/NO
11	Declaration by Authorized Signatory	Applicable/ Not Applicable	YES/NO
12	No Deviation Certificate	Applicable/ Not Applicable	YES/NO
13	Declaration confirming knowledge about Site Conditions	Applicable/ Not Applicable	YES/NO
14	Declaration for relation in BHEL	Applicable/ Not Applicable	YES/NO
15	Non-Disclosure Certificate	Applicable/ Not Applicable	YES/NO
16	Bank Account Details for E-Payment	Applicable/ Not Applicable	YES/NO
17	Capacity Evaluation of Bidder for current Tender	Applicable/ Not Applicable	YES/NO
18	Tie Ups/Consortium Agreement are submitted as per format	Applicable/ Not Applicable	-----
19	Power of Attorney for Submission of Tender/Signing Contract Agreement	Applicable/ Not Applicable	YES/NO
20	Analysis of Unit rates	Applicable/ Not Applicable	YES/NO

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

DATE:

AUTHORISED SIGNATORY

(With Name, Designation and Company seal)

**BHEL PSWR
Notice Inviting Tender**

Tender Specification No: BHE/PW/PUR/WNT2-MESS-RENOV/1672

Page 21 of 54

Annexure-3

INTEGRITY PACT

Not Applicable

**BHEL PSWR
Notice Inviting Tender**

Tender Specification No: BHE/PW/PUR/WNT2-MESS-RENOV/1672

Page 22 of 54

Annexure-4

IMPORTANT INFORMATION

Sealed Tenders shall be submitted at following address to AGM /Purchase, BHEL PSWR NAGPUR:
BHEL PSWR, SRIMOHINI COMPLEX, 345 KINGSWAY, NAGPUR 440001, INDIA

All correspondences regarding this tender shall be addressed to AGM / PURCHASE BHEL PSWR at above address. Bidders may also opt to correspond with following BHEL officials regarding this tender through email at following email ids. However please be informed that sealed tenders shall necessarily be submitted in original at above address:

AGM Purchase, Email id: prchiwarkar@bhhelpswr.co.in Ph: +91 - 712 - 3048633

Sr Engineer Purchase, Email: pgv@bhhelpswr.co.in Ph: +91 - 712 - 3048713

Sr Engineer Purchase, Email: nktiwari@bhhelpswr.co.in Ph: +91-712-3048651

Sr. Engineer Purchase, Email id: svm@bhhelpswr.co.in , Ph: +91 - 712 - 3048715

- 1. The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site (www.bhel.com ---> Tender Notification -> List of Banned Firms)**
- 2. Refer Chapter XII of Volume IB Special Conditions of Contract regarding Suspension of Business Dealings: The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' has now been uploaded on www.bhel.com on "supplier registration page" at the following link: http://www.bhel.com/vender_registration/pdf/Suspension-of-Business-Dealings-with-Supplier-issued-Sept13_abridged.pdf**
- 3. The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.**

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

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.

1.2. Commitment by Bidder/ Supplier/ Contractor:

1.2.1. 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

BHEL PSWR
Notice Inviting Tender

Tender Specification No: BHE/PW/PUR/WNT2-MESS-RENOV/1672

Page 23 of 54

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.

1.2.2. 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.

1.2.3. 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 price 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 extant guidelines of the company available on www.bhel.com and/or under applicable legal provisions”.

4. All Statutory Requirements as applicable for this project shall be complied with.

5. BHEL Fraud Prevention Policy. "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."

6. Following clause shall form part of the HSE documents issued under Chapter IX of Volume IB 'Special Conditions of Contract'

“In case of any financial deduction made by Customer for lapses of safety other than what is provided elsewhere in the contract, the same shall be charged on back-to-back basis on the defaulting contractor without prejudice to any other right spelt anywhere in the tender /contract”

7. Please take note of following Revised Tender Clauses:

- i. Notice Inviting Tender: Sl No 9
- ii. General conditions of Contract: Clause 2.12, 2.14, 2.17, Clause No 1.15.13 (New), Clause No 2.8.3, 2.8.4 and 2.8.5
- iii. Special Conditions of Contract: Clause No 4.2.1.7

8. Following Notes are added to Form F- 15 of Volume I D 'Forms & procedures'

- i. It is only indicative and shall be as per the online format issued by BHEL time to time.
-

**BHEL PSWR
Notice Inviting Tender**

Tender Specification No: BHE/PW/PUR/WNT2-MESS-RENOV/1672

Page 24 of 54

-
- ii. No request will be entertained after specified date of the current month w.r.t the changes requested in the scores of immediate previous month.

9. PRICE VARIATION CLAUSE

PVC Clause no. 2.17 of Vol I C GCC shall not be Applicable.

10. OVER RUN COMPENSATION

Over Run Compensation Clause no. 2.12 of Vol I C GCC shall not be Applicable.

11. Acceptance of Bank Guarantee (BG):

Revision in Acceptance of Bank Guarantee (BG) Clause no. 1.10.3 (V) of Vol I C GCC:

Clause No. 1.10.3 (V) of Vol IC GCC is revised as below:-

“Bank Guarantee issued by:

- a. Any of the BHEL consortium bank listed below :

State Bank of India
ABN Amro Bank N.V.
Bank of Baroda
Canara Bank
Citi Bank N.A.
Corporation Bank
Deutsche Bank
HDFC Bank Ltd.
The Hongkong and Shanghai Banking Corporation Ltd
ICICI Bank Ltd.
IDBI Ltd.
Punjab National Bank
Standard Chartered Bank
State Bank of Travancore
State Bank of Hyderabad
Syndicate Bank

- b. Any public sector Bank (other than consortium banks) with a clause in the text of Bank Guarantee that it is enforceable at Nagpur, Maharashtra
- c. Any private sector banks, with a clause in the text of Bank Guarantee that it is enforceable by being presented at any branch of the bank

Note: “Bank Guarantees issued by Co-operative Banks are not acceptable”.

12. Broad Terms & Conditions of Reverse Auction

BHEL PSWR
Notice Inviting Tender

Tender Specification No: BHE/PW/PUR/WNT2-MESS-RENOV/1672

Page 25 of 54

.....
In continuation to Clause 19.0 of NIT (Notice Inviting Tender) following are the broad terms and conditions of Reverse Auction are given in Annexure V of NIT:

- 12.1 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).
 - 12.2 BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance 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 Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit „online sealed bid“ in the Reverse Auction. Non-submission of „online sealed bid“ by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
 - 12.3 For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
 - 12.4 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.
 - 12.5 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.
 - 12.6 In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
 - 12.7 Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
 - 12.8 Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
 - 12.9 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.
 - 12.10 Reverse auction will be conducted on scheduled date & time.
 - 12.11 At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
-

BHEL PSWR
Notice Inviting Tender

Tender Specification No: BHE/PW/PUR/WNT2-MESS-RENOV/1672

Page 26 of 54

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- 12.12 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 VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
- 12.13 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.
- 12.14 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.
- 12.15 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.
- 12.16 The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
- 12.17 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.

13. MSE Vendors:

Micro & Small Enterprises (MSE) is exempted from Payment of Tender Fees (as in Sl No 1 viii of NIT) and Earnest Money deposit (EMD) (as in Sl No 1 vii of NIT)

To avail this benefit, participating MSEs should be registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or Udyog Aadhaar Memorandum or any other body specified by Ministry of Micro Small and Medium Enterprises.

MSE bidders can avail the above benefits only if they submit along with offer, attested copies of either **EM II certificate** having deemed validity (5 years from the date of issue of acknowledgement in EM II) or valid **NSIC certificate** or EM II certificate along with CA certificate (Format enclosed as per **Annexure- 5** of NIT "Important Information") applicable for the year, certifying quantum of investment in plant & machinery within the permissible limits as per the act for relevant status (Micro or Small) where the deemed validity will be the last date of technical bid submission.

Note: *Non submission of said documents by bidders will lead to consideration of their bids at par with other bidders in terms of EMD & cost of tender.*

**BHEL PSWR
Notice Inviting Tender**

Tender Specification No: BHE/PW/PUR/WNT2-MESS-RENOV/1672

Page 27 of 54

Annexure-5

MSE Annex

Certificate by Chartered Accountant on letter head

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

Further verified from the Books of Accounts that the investment of the company as on date _____ as per MSMED Act 2006 is as follows:

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

Rs _____ Lakhs

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

Rs _____ Lakhs

The above investment of Rs _____ Lakhs is within permissible limit of Rs _____ Lakhs for _____ Micro / Small (Strike off which is not applicable) Category under MSMED Act 2006.

OR

The company has been graduated from its original category (Micro/ Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is.....
..... (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide 5.0. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:
(Signature)

Name -

Membership number -

Seal of Chartered Accountant

1672

TECHNICAL CONDITIONS OF CONTRACT (TCC)

BHARAT HEAVY ELECTRICALS
LIMITED



TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter - I: PROJECT INFORMATION

SL NO	DESCRIPTION	CHAPTER	No. OF PAGES
Volume-IA	Part-I: Contract specific details		
1	Project Information	Chapter-I	1
2	Scope of Works and Technical Specifications	Chapter-II	10
3	Facilities in the scope of Contractor/BHEL (Scope Matrix)	Chapter-III	5
4	T&Ps and MMEs to be deployed by Contractor	Chapter-IV	2
5	T&Ps and MMEs to be deployed by BHEL on sharing basis	Chapter-V	1
6	Time Schedule	Chapter-VI	1
7	Terms of Payment	Chapter-VII	1
8	Taxes and other Duties	Chapter-VIII	3
9	Bill of Quantities & %age Weightages of Individual Items	Chapter-IX	1

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - I: PROJECT INFORMATION

1.0	Project Information
1.1	<u>INTRODUCTION</u> Location : Wanakbori, District-Kheda, Gujarat Nearest Railway Station : Sevaliya (8KM) – Anand-Godhra main line Nearest Airport : Vadodara (85 KM from site), Ahmadabad (100 KM from site) Nearest Sea Port : Kandla Access By Road : 10KM from Dakor-Godhra NH No. 8, 02 KM from Balasinor-Sevaliya SH No. 59 Major Towns/Cities: 13 KM from Balasinor and 10KM from sevaliya. Land: Within existing Thermal Power Station. North-East side of the existing plot. Source Of Coal: Indian coal sourced from captive mines Machha in Talchar, Orissa. Source Of Water: River Mahi, flowing by side of existing Wanakbori Power Station. Meteorological Data Dry bulb temperature (max & min.) : 40.8°C &10.8°C Humidity (min. & max.) : 42.5% to 81.5% Average Annual Rainfall : 750mm Wind speed : Basic wind speed of 39 m/sec as per IS -875(Part-3) Seismic Zone : Zone-III as per IS-1893

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: SCOPE OF WORKS AND TECHNICAL SPECIFICATIONS

2.0 SCOPE OF WORK

The scope of work for “Renovation and maintenance of mess cum recreation hall” comprises of but not limited to the following: -

- 2.0.1 Cleaning of grass and removal of rubbish outside periphery of the area.
- 2.0.2 Removal of wild growth bushes, vegetation etc and disposal of same within plant area.
- 2.0.3 Civil work such as excavation, backfilling, disposal etc.
- 2.0.4 PCC & RCC
- 2.0.5 Brick work & plaster
- 2.0.6 Sanitary and water supply works
- 2.0.7 Internal, external and ceiling plaster works.
- 2.0.8 Demolishing & dismantling works
- 2.0.9 Providing & fixing Doors & Windows
- 2.0.10 Bathroom & toilet fittings.
- 2.0.11 External & Internal Painting.
- 2.0.12 Water proofing & False ceiling
- 2.0.13 Water purifier
- 2.0.14 Fencing works.

All the above works shall be measured and paid under relevant item of BOQ.

All the above jobs shall be as per BHEL Engineer’s instructions, detailed specification and respective bill of quantities furnished in the Rate Schedule.

FOR DISMANTLING OF OLD/EXISTING SANITARY FITTINGS, TILES, GRANITE STONE OVER THE FLOORS, WALLS, OLD DOORS, VENTILATORS & OTHER FITTINGS (INCLUDING ELECTRICAL) AND SHIFTING THE MATERIALS TO THE DESIRED LOCATION WITHIN 1-3 KM AS PER INSTRUCTION OF BHEL DURING RENOVATION OF BUILDING IS INCLUSIVE IN THE CONTRACT I.E. FOR DISMANTLING EXTRA AMOUNT SHALL NOT BE PAYABLE. BIDDER HAS TO QUOTE ACCORDINGLY.

2.1 Responsibility of the Contractor

2.2.1. The contractor shall engage all the unskilled, skilled and especially skilled labor including fabricators, welders and fitters etc. and supervisory staff. Only trained and competent personnel with previous experience in the job shall be employed. However,

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: SCOPE OF WORKS AND TECHNICAL SPECIFICATIONS

BHEL reserves the right to decide on the suitability of the workers and other personnel who will be employed by the contractor. BHEL reserves the right to insist on removal of any employee of the contractor at any time, if they found him unsuitable. The contractor shall be bound to follow the instruction of BHEL.

All the materials like painting materials, water proofing materials, sanitary items, door, window & ventilators, tiles, GI Pipes, False ceiling, water cooler, PVC Over Head Tank (OHT), ceiling fans and necessary electric goods etc. shall be supplied by the contractor as per the specification mentioned in the tender/Indian standard specification. The contractor is required to quote their rates inclusive of cost of all materials, labor, etc. BHEL reserves the right to inspect and reject any material not found satisfactory.

2.2.2. REINFORCEMENT STEEL CONSUMPTION.

2.2.2.1. The theoretical consumption of various sections and/or diameter of reinforcement steel shall be based on approved bar bending schedule. Weight shall be calculated considering the sectional weights as per Indian standards. No extra cost shall be payable to the contractor for any deviation in weights for the different procedures adopted for issue and calculation of the theoretical consumption including rolling tolerances.

2.2.2.2. Actual consumption = Issue – Surplus.

2.2.2.3. Surplus = Un-tampered, unused QTY of steel returned by the contractor to BHEL store along-with relevant documents.

2.2.2.4. Wastage = Actual consumption – Theoretical consumption.

2.2.3. REINFORCEMENT STEEL WASTAGE

2.2.3.1. **ALLOWABLE WASTAGE:** - (+3%) of the theoretical consumption shall be considered as allowable wastage.

Wastage and scrap shall be as per actual weight basis.		
Sl no	Reinforcement steel	Basis of issue & penal recovery
R-1	Theoretical consumption (without considering wastage and scrap or loss)	Free
R-2	Wastage limited to plus THREE percent (+3%) of aforesaid theoretical consumption (R-1) towards allowable wastage.	Free
R-3	Wastage beyond THREE percent (+3%) of the theoretical consumption above (R-1).	Penal rate

2.2.3.2 STRUCTURAL STEEL, (ROLLED SECTION, PLATES ETC.) CONSUMPTION.

2.2.3.2.1. The theoretical consumption of various sections shall be based on approved drawings. Weights shall be calculated considering the sectional weights as per Indian standard. No extra shall payable to the contractor for any deviation in

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: SCOPE OF WORKS AND TECHNICAL SPECIFICATIONS

weights for the two different procedures adopted for issue and calculation of the theoretical consumption including rolling tolerances.

2.2.3.2.2. Actual consumption = Issue – Surplus.

2.2.3.2.3. Surplus = UN tempered, unused, uncut quantity of steel returned by the contractor to BHEL store.

2.2.3.2.4. Wastage = Actual consumption – Theoretical consumption.

2.2.4.0 STRUCTURAL STEEL WASTAGE

2.2.4.1 Allowable wastage: - 4% (FOUR percent) of the theoretical consumption shall be considered. Wastage shall be considered as cut pieces and scrap material, measured as per actual weightment basis. Invisible wastage, if any, shall be considered to be included in the specified 4 % allowable wastage.

Sl no	Structural steel including SS plate	Basis of issue & penal recovery
S-1	Theoretical consumption (without considering any wastage, scrap or loss) as per specification & drg.	Free
S-2	Wastage limited to plus four percent (+4%) of the aforesaid theoretical consumption (S-1) towards allowable wastage.	Free
S-3	Wastage beyond four percent (4%) of the aforesaid theoretical consumption (S-1).	Penal rate

2.2.4.2 All wastage reinforcement, MS round and structural steel shall be returned to BHEL.

2.3.0 RECONCILIATION OF MATERIALS

2.3.1 The contractor shall submit a reconciliation statement of steel issued to the contractor with each RA Bill.

2.3.2 At the time of submission of bills, the contractor shall properly account for the material issued to him as specified herein to the satisfaction of BHEL certifying that the balance material are available in the contractor custody at site.

2.3.3 At the time of submission of bills, if it is noticed by BHEL that the wastage is high and calls recovery at the penal rate, then, BHEL will proceed for recovery for the excess wastage as per penal recovery rates as specified.

2.3.4 The reference drawings for actual material consumption to be used for the purpose of reconciliation shall be drawings prepared by the BHEL and drawings approved by BHEL for fabrication works and such other drawings approved by BHEL. This shall also include the bar bending schedule prepared by the contractor and approved by BHEL.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: SCOPE OF WORKS AND TECHNICAL SPECIFICATIONS

RECOVERY OF MATERIAL

If wastage exceeds the specified limit, the recovery of excess wastage shall be made from monthly R/A Bill at the Penal Rate.

2.3.5	PENAL RATE OF MATERIALS	
	Item	Penal rate (Rs)
2.3.5.1	Reinforcement steel	55,000 per MT
2.3.5.2	Structural steel materials.	
2.3.5.3	Chqd Plates/ MS plates	60,000 per MT
2.3.5.4	Flats/beams/channel/angels etc. (Rolled Sections)	60,000 per MT

2.4 Return of Materials:

2.4.1 Return of Reinforcement Steel and Structural Steel:

All surplus steel and all wastage materials will be taken back on weighment basis. Surplus, unused and untampered steel shall be sorted out section-wise and returned separately at a place directed by BHEL Engineer within the project area. Return of such materials will not be entitled for any handling and incidental charges. All wastage/scrap (including melting scrap, wastage and unusable scrap) shall be returned to the stores in consultation with BHEL Engineer and a receipt obtained for material accounting purposes. Return of such material will not be entitled to any transportation and incidental charge. Scrap for reinforcement steel shall be returned separately.

2.5 Definition of Scrap and Serviceable Materials:

- 2.5.1 All structural steel of length above 2M except M.S Plate shall be considered as serviceable materials provided the materials are free from any physical damage, good condition and un-welded. Structural steel of length less than 2 M shall be treated as scrap.
- 2.5.2 Plates having both side greater than 1 Meter OR if any side is less than 1M but greater than 0.5M and the total area is equal to or greater than 2 Sq. Meter shall be considered as serviceable material.
- 2.5.3 All pipe measuring 2M and above in length shall be treated as serviceable materials provided they are free from any physical damage, good condition and un-welded. Pipe in less than 2M length shall be treated as Scrap.
- 2.5.4 All TMT measuring 3M and above in length shall be treated as serviceable material provided they are free from physical damage, straight, un-welded and in good condition. TMT steel in less than 3M shall be treated as scrap.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: SCOPE OF WORKS AND TECHNICAL SPECIFICATIONS

2.6 Reconciliation of material issued by BHEL free of cost:

2.6.1 General Notes:

- (i) All steel like reinforcement steel and structural steel as specified in relevant BOQ shall be issued free of cost by BHEL for use in the work covered in this contract. The contractor shall collect these materials from BHEL stores/storage yard at specified places at his own cost and store the same at his stores as per standard norms. Materials issued will be used only for construction of permanent works.
- (ii) BHEL reserves the right to recover from the contractor any loss arising out of damage/theft or any other causes or during verification/stacking or at any time under the custody of the contractor.
- (iii) The contractor shall take care of material issued by BHEL and shall protect the same from damage and weathering.
- (iv) The contractor shall in no case be entitled for any compensation on account of any delay in supply or non-supply thereof for all or any such materials. However in case of non-availability of any specific section(s) which delays the completion of work, such cases shall be recorded separately in joint review meeting and shall be considered for time extension of contract.
- (v) Contractor will have to make his own arrangement at his own cost for procurement of any other materials except as mentioned above/ BOQ, as required for the works and of such quality as acceptable to BHEL.
- (vi) The contractor shall maintain proper store account for all the BHEL issued materials and shall give Three (03) copies of monthly-computerized reconciliation statement of such account showing total receipt, consumption and balance at site to the BHEL. BHEL Engineer's certification for the reconciliation of steel shall be final. The detailed reconciliation (dia. wise or as required) shall be done at least once in three months (03) or before submission of final bill which comes earlier.
- (vii) Contractor shall also carryout in complete association with BHEL, the material management functions and execution like day-to-day update of materials issued to contractor, accounting for surplus/scrap material returned, etc. These functions shall also be carried out through computerized system utilizing suitable software. Contractor shall engage experienced software personnel to associate on dedicated basis for efficient discharge of the same in time.
- (viii) The contractor shall solely be responsible for the safety & security of material after it is handed over and issued to contractor by the BHEL.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: SCOPE OF WORKS AND TECHNICAL SPECIFICATIONS

- (ix) BHEL issued materials, shall not be under any circumstances whatsoever, and shall be taken out of the project site unless otherwise permitted by BHEL for outside job.
- 2.6.2 The contractor shall submit a reconciliation statement of cement and steel issued to the contractor with each RA Bill.
- 2.6.3 At the time of submission of bills, the contractor shall properly account for the material issued to him as specified herein to the satisfaction of BHEL certifying that the balance material are available in the contractor custody at site.
- 2.6.4 At the time of submission of bills, if it is noticed by BHEL that the wastage is high and calls recovery at the penal rate, then, BHEL will proceed for recovery for the excess wastage as per penal recovery rates as specified.
- 2.6.5 2.6.5 The reference drawings for actual material consumption to be used for the purpose of reconciliation shall be drawings prepared by the BHEL and drawings approved by BHEL for fabrication works and such other drawings approved by BHEL. This shall also include the bar bending schedule prepared by the contractor and approved by BHEL.

2.7 Procurement and Testing of Materials by Contractor:

Material required for the entire job (other than issued by BHEL as explained above) like cement, sand, aggregates, windows, doors, ventilators, rolling shutter, sanitary fixtures, painting & finishing material, electrical fittings and wiring material and all other material required for the completion of entire scope, has to be arranged by the contractor, except those specifically indicated as BHEL scope of supply. BHEL reserves the right to reject any material not found satisfactory. Apart from the above, it shall be the responsibility of contractor to get materials procured from outside, should get laboratory approved by BHEL to ascertain the quality if insisted by BHEL.

Rate quoted shall be inclusive of all such contingencies and no additional payment shall be made on this account. For this purpose, sample shall be collected at site in presence of representative.

Bidders are requested to have pre-bid visit/ inspection of site to make them fully acquainted with the site situation & nature of job. No claim shall be entertained at later date on account of non-familiarization of site condition.

2.8 General

2.8.1 During execution of the job, it is very essential that proper and adequate inspection should be made constantly by the contractor to maintain quality of workmanship, which shall be approved by BHEL. Necessary laboratory test shall be conducted on random

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: SCOPE OF WORKS AND TECHNICAL SPECIFICATIONS

sampling basis for the materials like Bricks, sand, aggregates, cement etc if so desired by BHEL Engineer. Apart from that Contractor shall also ensure **Field Quality Test (FQA)** like Compressive Strength Test of concrete (cube test), Sieve Analysis of aggregates, and Compaction Test for backfilling as per Standard Practice and Relevant IS codes either at site or nearby Field Quality Lab. approved by BHEL. **All the testing charges shall be borne by the contractor.** Decision of BHEL engineer shall be binding on the contractor. **(Only TMT & Structural Steel shall be issued by BHEL free of cost from BHEL store.)**

2.8.2 The contractor shall visit the site and ascertain the local conditions, entry and traffic restrictions, all obstructions in the area and also ascertain all site conditions. If any defects like cracks in brick work, plaster/painting, etc. occur after completion of work till the performance guarantee period, it shall be rectified by contractor free of cost including the supply of materials required. No claim shall be entertained on this account under any circumstances from the contractor.

2.8.3 The contractor shall provide and maintain at his own cost pumps and other equipment to keep the work free from water and continue to do so until the handing over of the work. The contractor shall clear all trees, rubbish, vegetation, brickbats etc. And dispense them suitably in allotted areas at his own cost.

2.8.4 The contractor shall take adequate precautions to ensure complete safety and prevention of accidents at site. The safety precautions shall conform to IS codes wherever applicable.

2.8.5 The contractor shall level the site in accordance with the sequence of earth leveling to maintain the proper gradient as per the instruction of BHEL; as soon as construction activity is over

2.8.6 The work though not specifically mentioned in the tender specification but are needed to complete the work as per site requirement & instruction of Engineer are also in the scope of this contract & to be erected to the entire satisfaction, for which the payment shall be released as per the respective item rate of **Rate Schedule. If the item is not available in the rate schedule the rate shall be derived as per CPWD- DSR-2012 rate schedule latest version with applicable escalation / cost index published by CPWD.**

2.8.7 The contractor shall provide and maintain at his own cost all T & P for carry out the work.

2.9 Specification for Civil Works for Renovation and maintenance of mess cum recreation hall.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: SCOPE OF WORKS AND TECHNICAL SPECIFICATIONS

Standard specifications for various items of work for building as per the relevant IS-codes (latest edition) shall be applicable for this work. The work has to be executed as per standard specification to the satisfaction of BHEL.

2.10.1 The excess/unutilized suitable earth and debris shall be disposed & leveled to the proposed mentioned area for development. All unusable earth debris, trees, vegetations etc. shall be disposed off at a location embarked by BHEL / Client. Rate quoted for excavation shall be inclusive of such disposal.

2.10.2 PCC: This shall include supplying and placing PCC at all depths below plinth level including form work, curing, all materials, tools and plants and labour complete. **Concrete of 1:4:8/1:3:6/1:2:4 grade** as defined in IS- 456 with 40mm/20mm and downgraded stone aggregates as per drawing. Nominal mix (volumetric) shall be allowed to use as per the guidelines of IS-456 (latest edition) with min. W/C ratio & cement content as per IS stipulation for moderate condition. Concrete shall be produced by concrete mixer machine & hand mix is generally not acceptable.

However in certain unavoidable circumstances, hand mix shall be permitted with 10% extra cement content as per the discretion of BHEL engineer.

2.10.3 Brick masonry: Brick masonry shall be done by using best quality locally available burnt clay bricks / Fly Ash Lime (FAL) bricks of standard size. Minimum strength of the bricks should not be less than 35 KG/sq. cm. Other quality requirement shall be in line with the relevant IS Code. One-brick thick brickwork shall be constructed as specified, in Cement mortar 1:4 including linking, plumbing, leveling, pacing, joints curing etc. Including all materials, tools, plants and labor complete at all level/elevation.

2.10.4 RCC: RCC 1:2:4 (M15)/ 1:1¹/₂:3 (M20) shall be provided for foundation, column, grade beam, lintel, sun sheds, and roof slab wherever required as per Drawing and IS specification.

2.10.5 Formwork: The formwork should be capable of carrying the dead load of concrete, the reinforcements and the forces of vibration. The form works shall be designed by the contractor and approved by engineer in charge. After sufficient curing period & after attaining adequate strength of concrete the formwork shall be removed with the approval of BHEL engineer. The item of PCC/RCC shall be deemed as completed after removal of forms and required finishing is completed.

2.10.6 Two coats of Black tar paint shall be provided for the wooden work used in ceiling as per IS specification.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: SCOPE OF WORKS AND TECHNICAL SPECIFICATIONS

2.11 Fencing work

Chain linked Fencing

The fencing shall be with MS angles post **50x50x6 mm size - 2.4 M** high (above G.L.) as instructed by engineer in charge, and fixed at every 3M interval with **PCC 1:3:6, 0.30 M x 0.30 M x 0.45 M deep and 0.25 M above**. It shall be supported with MS angle struts of ISA 50x50x6 every 30M and all turnings on both sides. 2.4 m high galvanised chain linked fencing conforming to IS 2761 of 4 mm galvanised steel wires woven in the form of zig-zag mesh giving an opening size of 50 mm square.

2.12 Electrical Installations

2.12.1 The electrical installation shall generally be carried out in conformity with the requirements of the Indian electricity act, 1910 as amended up to date and the Indian electricity rules, 1956 framed there under and also the relevant regulations of the electric supply authority concerned as well as IS: 732-1963 (revised). **Before commencement of work Contractor has to submit for approval of BHEL detail electrical layout drawings prepared by experienced & licensed electrical agency/engineer indicating the cable route, internal/external panels, DBs, cable sizing, fittings & fixtures, Earthing etc. in line with the BOQ for open storage yard area, store sheds, mess building, bunk house office complex and at places wherever relevant BOQ of electrical work is applicable.**

2.12.2 Good workmanship is an essential requirement for compliance with the rules in the code. The work shall be carried out under the direct supervision of a person holding a valid certificate of competency issued by the state government concerned for the type of work involved.

2.12.3 All out door/external lamps shall have weatherproof fittings of design approved by BHEL Engineer so as to effectively prevent the admission of moisture.

2.12.4 The distribution fuse boards shall be located as near as possible to the center of the load they are intended to control.

2.12.5 All main switches shall be of metal clad enclosed pattern, which shall be fixed at close proximity to the point of entry of supply.

2.12.6 Main and branch distribution boards shall be in accordance with Indian standard 732-1963 "code of practice for electrical wiring installation".

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: SCOPE OF WORKS AND TECHNICAL SPECIFICATIONS

2.12.7 PVC conduit (concealed type) wiring system should be adopted through out and all conduit pipes/channel shall be conforming to latest IS.

2.12.8 Approved and good quality copper wire with adequate current carrying capacity/voltage rating with proper insulation as per IS should be used for the entire electrical wiring/installation.

2.12.9 The service connection from outside mains to the switchboard inside the building shall also be carried out by the contractor.

2.12.10 Dewatering: It is the responsibility of the contractor to engage sufficient dewatering pump (Diesel, electrically operated) of adequate capacity for dewatering of sub-soil, rain water from excavated pit and other localized area and keep the area dry and workable till completion of entire work within their quoted rate.

2.13 PAINTING

2.15.1 Three coats of white/color washing shall be provided uniformly on all wall surfaces as per IS specification.

2.15.2 Three coats of white/color oil bound distemper shall be provided uniformly on all wall surfaces including surface preparation with putty as per IS specification.

2.14 Prior Approval from BHEL Engineer

Contractor shall take prior approval from BHEL Engineer for use of Doors, Windows, ventilators **Type of Cement (OPC/PPC)**, Brick, paint, sanitary fittings and for other items as specified in respective items description and necessary **manufacturer's test certificate (MTC)** and laboratory test as required by BHEL shall be arranged by contractor within their quoted rate.

2.15 Bidders are requested to specifically note the following:

Bidders are requested to have **pre-bid visit/ inspection of site** to make them fully acquainted with the site situation & nature of job. No claim shall be entertained at later date on account of non-familiarization of site conditions. Bidders may fix up their site visit in consultation with below mentioned contact person:

Sh Vivek Kala BHEL Site Office: 1x800 MW TPS, Wanakbori Unit#08, Ph No: +91-7359029111	Sh R P Das PSWR Nagpur Ph no: +91-8806007760
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TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter – III: Facilities in the scope of contractor/BHEL (SCOPE MATRIX)

Sl.No	Description	Scope / to be taken care by		Remarks
		BHEL	Bidder	
3.1	PART I ESTABLISHMENT			
3.1.1	FOR CONSTRUCTION PURPOSE:			
a	Open space for office (as per availability)	Yes		Location will be finalized after joint survey with owner
b	Open space for storage (as per availability)	Yes		Location will be finalized after joint survey with owner
c	Construction of bidder's office, canteen and storage building including supply of materials and other services		Yes	
d	Bidder's all office equipments, office / store / canteen consumables		Yes	
e	Canteen facilities for the bidder's staff, supervisors and engineers etc		Yes	
f	Fire fighting equipments like buckets, extinguishers etc		Yes	
g	Fencing of storage area, office, canteen etc of the bidder		Yes	
3.1.2	FOR LIVING PURPOSES OF THE BIDDER			
a	Open space for labor colony (as per availability)	Yes		Location will be finalized after joint survey with owner
b	Labor Colony with internal roads, sanitation, complying with statutory requirements		Yes	Pre-Fab Shed for labour colony will only be allowed.
3.2.0	ELECTRICITY			
3.2.1	Electricity for construction purposes 3 Phase of Voltage 415/440 V (To be specified whether chargeable or free)			FREE
a	Single point source	Yes		

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter – III: Facilities in the scope of contractor/BHEL (SCOPE MATRIX)

Sl.No	Description	Scope / to be taken care by		Remarks
		BHEL	Bidder	
	PART I			
b	Further distribution including all materials, Energy Meter, Protection devices and its service		Yes	
c	Duties and deposits including statutory clearances if applicable		Yes	
3.2.2	Electricity for the office, stores, canteen, labour colony etc of the bidder (to be specified whether chargeable or free)			Chargeable(Applicable Tariff)
a	Single point source	Yes		At an available distance from site (Distance may vary up to an extent depending on site condition). Cabling shall be done by bidder at their own cost.
b	Further distribution including all materials, Energy Meter, Protection devices and its service		Yes	
c	Duties and deposits including statutory clearances if applicable		Yes	
3.2.3	Electricity for living accommodation of the bidder's staff, engineers, supervisors etc			
a	Single point source		Yes	Contractor has to make suitable arrangement at their own cost.
b	Further distribution including all materials, Energy Meter, Protection devices and its service		Yes	
c	Duties and deposits including statutory clearances if applicable		Yes	
3.3.0	WATER SUPPLY			

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter – III: Facilities in the scope of contractor/BHEL (SCOPE MATRIX)

Sl.No	Description	Scope / to be taken care by		Remarks
		BHEL	Bidder	
	PART I			
3.3.1	For construction purposes: (to be specified whether chargeable or free)			
a	Making the water available at single point		Yes	
b	Further distribution as per the requirement of work including supply of materials and execution		Yes	
3.3.2	<u>Water supply for bidder's office, stores, canteen etc</u>			Chargeable(Applicable Tariff)
a	Making the water available at single point		Yes	
b	Further distribution as per the requirement of work including supply of materials and execution		Yes	
3.3.3	<u>Water supply for Living Purpose</u>		Yes	Contractor has to make suitable arrangement at their own cost.
a	Making the water available at single point		Yes	
b	Further distribution as per the requirement of work including supply of materials and execution		Yes	
3.4.0	LIGHTING			
a	For construction work (supply of all the necessary materials) 1. At office/storage area 2. At the preassembly area 3. At the construction site /area		Yes	
b	For construction work (execution of the lighting work/ arrangements) 1. At office/storage area 2. At the preassembly area 3 At the construction site /area		Yes	

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter – III: Facilities in the scope of contractor/BHEL (SCOPE MATRIX)

Sl.No	Description	Scope / to be taken care by		Remarks
		BHEL	Bidder	
PART I				
c	Providing the necessary consumables like bulbs, switches, etc during the course of project work		Yes	
d	Lighting for the living purposes of the bidder at the colony / quarters		Yes	
3.5.0	COMMUNICATION FACILITIES FOR SITE OPERATIONS OF THE BIDDER			
a	Telephone, fax, internet, intranet, e-mail etc		Yes	
3.6.0	Compressed Air wherever required for the work			Not Required
3.7.0	Demobilization of all the above facilities		YES	
3.8.0	TRANSPORTATION			
a	For site personnel of the bidder		Yes	
b	For bidder's equipments and consumables (T&P, Consumables etc)		Yes	

Sl.No	Description	Scope / to be taken care by		Remarks
		BHEL	Bidder	
PART II				
3.9.0 ERECTION FACILITIES				
3.9.1	Engineering works for construction:			NOT APPLICABLE
a	Providing the erection/constructions drawings for all the equipments covered under this scope	Yes		In consultation with BHEL
b	Drawings for construction methods	Yes	Yes	In consultation with BHEL
c	As-built drawings – where ever deviations observed and executed and also based on the decisions taken at site- example – routing of small bore pipes			NOT APPLICABLE
d	Shipping lists etc for reference and planning the activities			NOT APPLICABLE

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter – III: Facilities in the scope of contractor/BHEL (SCOPE MATRIX)

Sl.No	Description PART II 3.9.0 ERECTION FACILITIES	Scope / to be taken care by		Remarks
		BHEL	Bidder	
e	Preparation of site erection schedules and other input requirements		Yes	In consultation with BHEL
f	Review of performance and revision of site erection schedules in order to achieve the end dates and other commitments	Yes	Yes	In consultation with BHEL
g	Weekly erection schedules based on Sl No. e		Yes	In consultation with BHEL
h	Daily erection / work plan based on Sl No. g		Yes	In consultation with BHEL
i	Periodic visit of the senior official of the bidder to site to review the progress so that works are completed as per schedule. It is suggested this review by the senior official of the bidder should be done once in every two months.		Yes	
j	Preparation of preassembly bay			NOT APPLICABLE
k	Laying of racks for gantry crane if provided by BHEL or brought by the contractor/bidder himself			NOT APPLICABLE
L	Arranging the materials required for preassembly			NOT APPLICABLE

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter – IV: T&Ps AND MME TO BE DEPLOYED BY CONTRACTOR

A: TOOL & PLANTS

SN	DESCRIPTION
1	<p>1) Concrete Mixture -1nos 2) Vibrators- 2nos 3) Leveling instrument with calibration certificate as per required 4) Shuttering materials as per requirement 5) Cube moulds required nos and testing arrangement 6) Slump testing cone as required 7) Pump with Motor required for curing 8) Power generator (of Minimum 5 KVA)-as per requirement. 9) Diesel/Petrol/Electric Pump set (2.5 HP)-1no 10) Welding Transformer- as per requirement. 11) Gas cutting Set- as per requirement. 12) Drilling Machine- as per requirement. 13) Water Tanker- 1No 14) Tractor- Trailer- 1No 15) JCB- as per requirement.</p> <p>NOTE: The above list is only indicative and not exhaustive. Arrangement for any other T and P required for completion of the job shall be the responsibility of the contractor and shall be arranged by him. Fabrication of Gate, fencing post, roof structures etc. shall be allowed to fabricate outside workshop with prior permission of BHEL.</p>

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter – IV: T&Ps AND MME TO BE DEPLOYED BY CONTRACTOR

B: MEASURING AND MONITORING DEVICES (MMD):

AS PER REQUIREMENT TO BE FINALIZED AT SITE.

NOTE:

THIS ABOVE LIST IS ONLY INDICATIVE AND NEITHER EXHAUSTIVE NOR LIMITING. QUANTITIES INDICATED ABOVE ARE ONLY THE MINIMUM REQUIRED. CONTRACTOR SHALL DEPLOY ALL NECESSARY T&P TO MEET THE SCHEDULES & AS PRESCRIBED BY BHEL ENGINEER AND REQUIRED FOR COMPLETION OF WORK.

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

**BHEL WILL NOT PROVIDE ANY MATERIAL OR ANY T & P's FOR THIS
WORK EXCEPT TMT AND STRUCTURAL STEEL.**

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – VI: Time Schedule

6.1 TIME SCHEDULE & MOBILIZATION

6.1.1 INITIAL MOBILIZATION AND TENTATIVE SCHEDULE

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

The contractor has to subsequently augment his resources in such a manner that the entire related works are completed to achieve the following **tentative** schedule:

CONTRACTOR SHALL NOTE THAT INDIVIDUAL MILESTONES AS DESCRIBED BELOW SHALL BE ACHIEVED AS PER SCHEDULE FURNISHED BELOW. **THE DATE OF START SHALL BE RECKONED AS 15 DAYS FROM LOI.**

THE CONTRACTOR SHALL REACH SITE AND ESTABLISH HIS SITE OFFICE AND MOBILIZE NECESSARY RESOURCES WELL IN ADVANCE OF ACTUAL COMMENCEMENT OF THE CONTRACT TIME SCHEDULE AS PER DIRECTIONS OF BHEL ENGINEER. THE DATE OF COMMENCEMENT FOR THE PURPOSE OF CLAUSE

THE CONTRACTOR SHALL COMPLETE ALL THE WORK IN THE SCOPE OF THIS CONTRACT WITHIN THE CONTRACT PERIOD.

THE OVERALL CONTRACT PERIOD SHALL BE 60 DAYS FROM DATE OF START.

Milestone activities - Break up activities completion period:

SR.NO.	MILESTONE ACTIVITY	PERIOD(FROM DOS)
1.	<ul style="list-style-type: none">Renovation and Maintenance of mess cum recreation hall all complete.Cleaning of grass and removal of rubbish outside periphery of the area all complete.Removal of wild growth bushes, vegetation etc and disposal of same within plant area all complete.	Within Two months

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter – VII: TERMS OF PAYMENT

7.0 Stages of Progressive Payments

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

- A) 100% of agreed item rate will be released for the completed work against monthly R.A. bills.

The RA bill payment shall be made as made as per clause no 10.0 of Chapter – X of Special condition of Contract (SCC) and as per clause no: 2.6 of General Condition of Contract (GCC).

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – VIII: TAXES & OTHER DUTIES

8.0 TAXES, DUTIES, LEVIES (Consolidated Rev 08 dated 17/08/2016)

8.1. For All types of works excepting works covered under sl no 8.2

8.1.1

The contractor shall pay all (save the specific exclusions as enumerated in this contract) taxes, fees, license charges, deposits, duties, tools, royalty, commissions or other charges which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit.

However, provisions regarding Service Tax, Swachh Bharat Cess, Krishi Kalyan Cess and Value Added Tax (VAT) on output services and goods shall be as per following clauses.

8.1.2 Service Tax ,Swachh Bharat Cess & Krishi Kalyan Cess on Services:

Contractor's price/rates shall be exclusive of Service Tax, Swachh Bharat Cess and Krishi Kalyan Cess on Services. In case, it becomes mandatory for the contractor under provisions of relevant act/law to collect the Service Tax, Swachh Bharat Cess & Krishi Kalyan Cess from BHEL and pay the same to the concerned tax authorities, such applicable amount will be paid by BHEL at the prevailing Service Tax Rate against submission of documentary evidence presently Service Tax 14%, Swachh Bharat Cess 0.5% & Krishi Kalyan Cess 0.5% on the admitted Service value is applicable.

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

- 1. The name, address and the registration number of the contractor,**
- 2. The name and address of the party receiving taxable service,**
- 3. Description and value of taxable service provided and,**
- 4. The service tax, Swachh Bharat Cess & Krishi Kalyan Cess payable thereon.**

All the Four conditions shall be fulfilled in the invoice before release of service tax, Swachh Bharat Cess & Krishi Kalyan Cess.

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

Note:-As per CENVAT credit Rules, Cenvat credit of service tax/ Krishi Kalyan Cess can be availed by service receiver within one year from the date of invoice. If BHEL is deprived off the benefit of Cenvat credit due to reason(s) attributable to sub-contractor then service tax/ Krishi Kalyan Cess shall not be reimbursed to subcontractor.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – VIII: TAXES & OTHER DUTIES

8.1.3 VAT (Sales Tax /WCT)

As regards Value Added Tax (VAT)/CST on transfer of property in goods involved in Works Contract (previously known as Works Contract Tax) applicable as per local laws, the price quoted by the contractor shall be inclusive of the same and in no case input or output VAT/CST will be reimbursed extra.

In any case the Contractor shall register himself with the respective Sales Tax authorities of the state and submit proof of such registration to BHEL along with the first RA bill. Contractor will submit all the details of VAT/CST paid for the contract in the prescribed format of the respective state VAT laws. Also, the contractor will issue the tax Invoices to BHEL as per the Tax laws of respective state on monthly basis. Contractor shall also be required to furnish to BHEL necessary proof of VAT remittance on monthly basis.

Deduction of tax at source shall be made as per the provisions of law and is to be construed as an advance tax paid by the contractor and no reimbursement thereof will be made.

Further, if BHEL, at the instance of customer or otherwise adopts the specific route for discharging output VAT liability itself, benefit of the reduction in liability of the contractor will be passed on to BHEL.

In case, BHEL is forced to pay any VAT liability on behalf of contractor, the same will be recovered from contractor's bill or otherwise as deemed fit

8.2 — 'Enabling Works'

~~The contractor shall pay all (save the specific exclusions as enumerated in this contract) taxes, fees, license charges, deposits, duties, tools, royalty, commissions or other charges which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit. (i.e. rates quoted by bidder shall be inclusive of Service Tax, Swachha Bharat Cess & Krishi Kalyan Cess VAT/WCT and all other taxes and duties including new levies/taxes/duty if any)~~

~~However, Since the proposed work is in the nature of 'Works Contract service' as per Service tax law, Hence, For non-corporate contractors being Individual, HUF, Proprietary Firm, Partnership Firm or Association of Persons (AOP), BHEL shall recover the applicable Service Tax under reverse charge mechanism from the contractor and remit the same with the Government as per the provisions of Law. Necessary advice/confirmation of remittance shall be issued to the contractor. The contractor shall not be eligible for any refund/reimbursement of such service tax from BHEL. It shall be the responsibility of the contractor to submit proper invoice giving all the requisite details as per Service Tax Law for the determination of the service tax liability of BHEL under reverse charge mechanism. BHEL reserves the right to determine such liability based on the~~

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – VIII: TAXES & OTHER DUTIES

~~invoice submitted by the contractor or otherwise independently and remittance of the same with the Government.~~

8.3 New Taxes/Levies - For All types of works excepting works covered under sl no 8.2

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.

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.

No reimbursement/recovery on account of increase/reduction in the rate of taxes, levies, duties etc. on input goods/services/work shall be made. Such impact shall be taken care of by the Price Variation/Adjustment Clause (PVC) if any. In case PVC is not applicable for the contract, Bidder has to make his own assessment of the impact of future variation if any, in rates of taxes/duties/ levies etc. in his price bid.

8.4 BOCW Cess - For All types of works excepting works covered under sl no 8.2

The quoted rates shall be exclusive of the BOCW Cess which, if applicable, shall be paid extra by BHEL against Documentary evidence. However, the applicability of the BOCW Cess shall be got confirmed from BHEL in writing, before remitting such Cess/tax.

8.5 GST: For All types of works excepting works covered under sl no 8.2

As and when GST becomes applicable to this contract, the net differential (negative or positive) financial liability of the bidder to the Authorities (as compared to such liability prior to applicability of GST), if any, shall be to the account of BHEL. For this purpose, all available options under the GST shall be explored, and the decision of BHEL in this regard shall be final and binding on the bidder.

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter – IX: BILL OF QUANTITIES AND % WEIGHTAGE OF
INDIVIDUAL ITEMS

This Chapter consists of Part B of Volume II Price bid:

1. **PART B:** % weightage for amount of individual items of Schedule of quantity w.r.t. the total price (as quoted by the bidder in Part C of Vol-II-Price Bid Specification)

Note: This Chapter-IX is uploaded as file titled '**Chapter IX BOQ and Percentage Weightage-1672**'