

 An ISO-9000 Company	BHARAT HEAVY ELECTRICALS LIMITED Boiler Auxiliaries Plant, Ranipet, Vellore Dist.,PIN: 632406	
	Tel: 04172-284323, 284690, 241120 e-Mail: rvr@bhelrpt.co.in , rsreedar@bhelrpt.co.in	
	TENDER NOTICE	
1	Name of the dept:	Outsourcing Department of BHEL/BAP/Ranipet
2	Enquiry-No	652010E dated 16-Aug-2012
3	Tender document	Download from web site http://www.tenders.gov.in/ and http://www.bhel.com/tender/list_tender.php
4	Name of work	Scope of the work: Re-painting (with cost of paint to your account) of ESP (Electro Static Precipitator-Assy), after carrying out surface preparation through manual cleaning and painting of Red Oxide Zinc Phosphate Primer Paint IS12744 ALKYD with a single coat to a coating thickness of 30 Micron Paint to be procured is Red Oxide Zinc Phosphate Primer Paint IS12744 ALKYD Place of work is at HNPCL-Vizag-Thermal Power Plant Project site. These ESP component (95% already erected) at HNPL-Vizag-Thermal Power Plant site (WO R545 & R546). Total Surface Area to Paint is 46123 Sq.Mtr (Appx). Scope of work as Detailed in Technical Specification as in Annexure-S The Rates are invited for the scope of work as detailed in Techno-Commercial-Bid annexed NOTES: 1 Period of contract is (Three (3) MONTHS). 2. Tender is on Two part bid method. (Techno Commercial and Price Bid). 3. 16 number of illustrative photos showing the status of the jobs to be painted is attached (in separate .pdf file) 4. Additionally the Contractors are requested to visit the work site under prior permission from BHEL/Ranipet to understand the nature of work / quantum of work in its true perspective before submitting the offer to avoid any complications in future. And it will be presumed that the Contractors have understood the work fully and quoted accordingly.
5	Place of Work	At 1040MW Vizag Power Project site of M/s Hinduja National Power Corporation Limited Palavalsa Village, T.Devada Post, Padagantayada Mandal, Steel Plant (sub-Office), Visakhapatnam- PIN 530 031
6	Publishing / closure of Tenders	16-Aug-2012 to 16-Sep-2012
7	Last date for receipt of tender	16-Sep-2012 upto 14-00 Hrs
8	Date and time of Technical Bid Opening (ref Cl. 15.5)	16-Sep-2012 at 14-30 Hrs

9	Period of contract	The tendered works shall start within one week from date of receipt of LOI/PO and to be completed within 3 months thereafter. The tenderer shall mobilise the resources like manpower, scaffoldings, consumables, tools and accessories, procurement of paint and thinner required etc..to complete the entire work within the above said schedule.	
10	Earnest Money Deposit (EMD)	Rs.1,50,000/- (Rupees One Lakh and Fifty Thousand only)	
11	Mode of payment for EMD	EARNEST MONEY DEPOSIT (EMD) : Every tender must be accompanied by the prescribed amount of Earnest Money Deposit (EMD) shall be remitted along with the tender in the form of Demand Draft only drawn from any Nationalised Banks, in favour of BHARAT HEAVY ELECTRICALS LIMITED payable at SBI/M.R.PURAM BRANCH (Code 7013), RANIPET. EMD in any other form will not be accepted. Note: EMD as specified should be submitted in separate cover. Offer without EMD will be REJECTED.	
12	List of Annexures	Description	Pages
12.1	Annexure-B	General Conditions of the contract (Section I to V)	19
12.2	Annexure-P	List of Approved Paint suppliers	1
12.3	Annexure-Q	Pre-Qualifying Criteria	1
12.4	Annexure-S	Technical Specification	2
12.5	Appendix-III	Taxes Registration details	1
12.6	Offer of Contract	Covering Letter for Technical Bid	1
12.7	Check-List	To be submitted along with covering letter	2
12.8	Certification of no Deviation	Referring to deviation taken by the contractor from the tender conditions	1
12.9	Declaration sheet	Submitting of offer agreeing to intended specification of this tender	1
12.10	Financial viability	Statement on financial soundness.	1
12.11	Techno-Commercial Bid	To be submitted in separately SEALED ENVELOPE (the price should not be indicated in this Technical Bid)	4
12.12	Price Bid	To be submitted in separately SEALED ENVELOPE	1
12.13	Sample photos	Of the jobs	4
12.14	PRQA-590	Procedure for surface preparation and painting	12
13	<u>PRE QUALIFICATION CRITERIA:</u> The following conditions must be satisfied by the tenderer and documentary proof to be enclosed along with tender. i) Average Annual financial turnover during the last 3 years, ending 31st March 2011, should be at least Rs.27.53 Lakhs ii) Experience of having successfully completed same/SIMILAR* works during last 7 years ending 31-July-2012 should be any of the following:- (a) Three completed works each costing not less than Rs. 36.71 Lakhs OR (b) Two completed works each costing not less than Rs. 45.89 Lakhs OR (c) One completed work costing not less than Rs. 73.42 Lakhs (*SIMILAR works is defined in Format-Q for Pre-Qualifying Criteria)		
14	Tender Documents found incomplete will be rejected without assigning any reason.		

15.1	The tender should be addressed to	A.G.M (Contracts)/ Outsourcing Dept., Third Floor, Admn. Building, B.H.E.L./ Boiler Auxiliaries Plant, Ranipet, TAMILNADU - Pin: 632 406, Tel: 04172-241120,284690 and 284323
15.2	Tender Submission	To reach on or before by 14.00 Hrs. on 16-Sep-2012
15.3	Place of Tender Submission	Offers to be dropped during working hours in the Tender Box which is kept in the Outsourcing Dept., Third Floor, Admn. Building, B.H.E.L./ Boiler Auxiliaries Plant, Ranipet, TAMILNADU -Pin: 632 406
15.4	Tenders will be opened by the undersigned at the office of	AGM(Contracts)/Outsourcing Dept., Third Floor, Admn. Building, B.H.E.L. / Boiler Auxiliaries Plant, Ranipet.. Tender opening will be made in the presence of tenderers or their authorized representative (having authorization letter) who may choose to attend. The Price Bid of the Technically qualified offers will be opened with prior intimation to the successful tenderers.
15.5	Tender in Two-Part	Bidder has to submit both Technical (Part 1), Price bid (Part 2) and EMD in individual separate covers. The First cover containing all pages (except Price-bid) of the tender documents along with duly-filled-in Annexures shall be sealed and super scribed as "Techno-Commercial Bid for BAP: OS: PAINTING-AT-VIZAG ENQ-NO. 652010E dated 16-Aug-2012 ". However a copy of the Unpriced-Bid (ie. Price-Bid-without-Price) duly-signed, should be submitted along with the Technical Bid (in Part-I). The second cover shall contain only Price, for the above work as per scope and to be quoted in price bid. Any other information in price bid will not be considered. The cover shall be sealed and super scribed as "Price Bid for BAP: OS:PAINTING-AT-VIZAG ENQ-NO. 652010E dated 16-Aug-2012" The Third cover containing the EMD as specified should be separately submitted. All the above three covers shall be kept into single envelope and sealed and super scribed as "Offer for BAP: OS:PAINTING-AT-VIZAG ENQ-NO. 652010E dated 16-Aug-2012" .
15.6	Bidders may note that	Bidders may note that BHEL is not responsible for any delay in receipt of the tenders under any circumstances. Late Offers (offers received after specified date and time) will be REJECTED.
16	The Techno Commercial Bid will be opened on	16-Sep-2012 at 14.30 Hrs., only after confirming receipt of (1) requisite EMD and (2) sealed cover containing t the price-Bid. The date of opening of Price-Bid will be intimated later.
17	The date of Price-Bid opening	Will be intimated later

18	COMMERCIAL TERMS & CONDITIONS
18.1	Rates: Rates are to be quoted for all four Rate Schedules (viz. PA01, PA02, PA03 & PA04), else your offer will be rejected. Price bids received in any other form than prescribed in "RATE SCHEDULE" is liable for Rejection. 1. Quantity indicated is only estimated and is subject to variation 2. Ordering will be done on a Single vendor for the total scope of work 3. Rates should be quoted in figures and words and are to be identical. There should not be any corrections/over writing in price bid, contradictory to the above the offer will be liable for rejection. 4. The rate quoted should be kept firm and valid until completion of the purchase order and no other charges payable by BHEL under any circumstances.
18.2	FIRM PRICE: The Contractor has to keep his quoted rates firm for the entire contractual period including total extended period, if any, and no claim for revision of rates or price escalation is allowed under any circumstances.
18.3	Validity: The offer should be kept valid for a period of 120 days from the date of Technical-bid opening. No unsolicited revision in the offer shall be entertained after opening of tenders and till expiry of the validity period.
18.4	Payment term - All payments for the works completed shall be paid to the contractor twice in a month based on bills raised by the contractor and duly certified by QA-official/Resident-Engineer (deputed from BHEL/BAP/Ranipet) at site... Payment will be made for 90% within a period of 45 days from the date of submission of bills along with all the enclosures as called for by BHEL. Payment will be through e-payment (through electronic fund transfer (EFT) / RTGS) only. Bank charges is to contractors scope. Balance 10% after completion of PO. (copy of 'Format for Electronic Fund Transfer' will be forwarded along with contract). 1. The proof of execution of work should be submitted along with each bill (printed form with covering letter and proof for execution of work) 2. The bill should be submitted within a week after execution on bi-monthly basis -2 Bill per month.
18.5	No advance payment towards mobilization of site operation or for any other purpose will be made by BHEL. The payment for work will be made strictly as per payment terms in the tender specification.
18.6	TAXES AND DUTIES : Rates quoted shall include all royalties, taxes, terminal taxes, Octroi, duties, VAT, Sales Tax on Works Contract, Entry Tax, Central or Provincial Excise Tax and other taxes (except Service Tax) leviable under the state and the central Government Rules. BHEL will not entertain any claim whatsoever in this respect. No reimbursement on account of increase in rate of existing levies shall be made. Service Tax at applicable percentage to be quoted by the Tender. The " Re-painting of ESP components after surface preparation with manual cleaning" is a "repair and reconditioning work" and execution of the same amounts to "Works Contract". Before quoting Service Tax percentage, Tenderers should be familiar with Service Tax(Determination of Values) Rules,2006 as amended. In case Service Tax quoted as per Rule 2A(ii)(B) of Service Tax (Determination of Value) Rules,2006 as amended, the Service Tax will be works contract Service Tax. Then the applicable Service Tax will be on 70% of Total amount as determined through said Rules.

	The Service Tax will be reimbursed in line with the Notification No.15/2012-Service Tax dated 17-03-2012 (ie. Item No.9 of the Table given in the said Notification) . Accordingly, 50% of the determined Service Tax amount will be paid directly by BHEL and balance 50% of Service Tax amount will be reimbursed to the Contractor. The tenderer shall not include Service Tax in their quoted rates. Procedure for reimbursement of Service Tax : The service tax claimed in the first Running Account Service Invoice will be paid by BHEL. For subsequent invoices, Service Tax amounts will be paid only on production of proof for having remitted the previous service tax amounts paid by BHEL .
18.7	SECURITY DEPOSIT: Details as per cla. 1.8 of Annexure-B Section-I Upon acceptance of tender, the successful tenderer within the time specified in the letter of intent must deposit the required amount of Security Deposit for satisfactory execution of work and shall not commence work under this contract before remitting security deposit except as directed by BHEL. After completion of the work, the Security deposit will be released on submission of 'No-Demand certificate' (format will be forwarded along with contract).
18.8	Liquidated damages: It is clearly understood among the parties to the contract that time is the essence of the contract. Therefore delivery of the goods/services specified in the contract should be made within the time limit prescribed herein. Where the contractee will have no obligation to accept the goods /services. If accepted liquidated damages at the rate of ½% of the value of the goods delayed for each week of delay or part thereof will be levied without prejudice to any other release of compensation due to the contractee under any other condition of the contract, subject to the maximum of 10%.
18.9	Risk Purchase: (Mandatory requirement) Alternatively the contractee at his option will be entitled to terminate the contract and to conclude the requirement against this contract elsewhere at the "risk and cost" of the contractor either the whole of the services OR any part which the contractor has failed to perform within the time stipulated as aforesaid or if the same where not available the best and nearest available substitute thereof. The contractor shall be liable for all losses and extra expenditure which the contractee may sustain by reasons of such risk purchase.
18.10	BHEL reserves the right to negotiate or re-float the tender opened if L1 price is not the lowest acceptable price to inter-alia other reasons. The contract will be awarded to Overall Lowest-Technically acceptable offerer. The lowest will be on landed cost to BHEL . Ranking of offers will be done on total value quoted for Rate Schedule No. PA01, PA02, PA03 and PA04.
19	BHEL reserves the right to accept or reject any or all tenders without assigning any reasons whatsoever.
20	An acknowledgement for having understood the Terms, Conditions, work content, scope are required to be submitted in Declaration sheet attached.
21	Contractor shall comply with PF & ESI regulations in case of ordering.
22	Copies of EPF remittance challans, ESI / Insurance remittances, Wage register, attendance register etc of the workers pertaining to the site of work and period applicable shall be attached to bills submitted, failing which bills will not be processed. Copies of half yearly and annual EPF returns for the workers have also to be submitted.

23	Recovery of TDS on Works contracts Sales will be applicable as per governing laws Recovery of TDS on Income Tax will also applicable as per Income Tax act. The Necessary certificates as applicable for recovery of income tax and WC Sales Tax will be given by BHEL
24	Procurement of Paints shall be made only from BHEL-approved sources. However, any delay due to non-availability of Paints in the market shall not be taken for the reason for delay in execution.
25	Contractor shall depute local representative at Ranipet for co-ordination.
26	Offers received without relevant information are liable to be rejected.
27	NOTE: 1. Tender forms can be downloaded from the BHEL Website http://www.bhel.com/tender/list_tender.php and http://www.tenders.gov.in/ (containing the detailed schedule of activities to be carried out) at no extra cost. The Tender documents will not be issued/sent to individual contractor in hard copy. 2. The contractor should follow and comply with ESI, PF, Group Insurance, Bonus, Wages and other statutory regulations as stipulated in Factory's Act and other State Central Governments' rules & regulations, in respect of the Labour deployed for this work.

GENERAL CONDITIONS OF CONTRACT**ANNEXURE - B****SECTION -I****1. GENERAL INSTRUCTIONS TO TENDERERS****1.1. DESPATCH INSTRUCTIONS:**

- 1.1.1.** This tender specification as a whole, duly furnishing all the details required and other documents as required in the following pages, shall be duly signed and sent in a sealed cover duly super scribing the name of work as given in the tender notice.
- 1.1.2.** The tender shall be addressed to Officer inviting tender as indicated in the tender notice.
- 1.1.3.** Tenders submitted by post shall be sent by "REGISTERED POST WITH ACKNOWLEDGEMENT DUE " and shall be posted with the due allowance for any postal delay. The tenders received after the due date and time of opening will be rejected.
- 1.1.4.** Tenders shall be opened by authorized officer of BHEL at his office at the time and date as specified in the tender notice in the presence of such of those tenderers or their authorized representatives who may be present.
- 1.1.5.** The Tenders shall closely pursue all the clauses, specifications and drawings indicated in the tender documents before quoting. Should the tenderer have any doubt the meanings of any portion of the tender specification or find discrepancies or omission in the drawings or the tender documents issued are in complete or shall require clarification on any of the technical aspect, scope of work etc., he shall at once contact the authority inviting the tender for clarification before the submission of the tender.
- 1.1.6.** Before tendering, the tenderers are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour. No claim will be entertained later, on the ground of lack of knowledge.
- 1.1.7.** Tenderer must fill up all the schedules and furnish all the required information as per the instructions given in various sections of the tender specification. Each and every page of the Tender Specification must be signed and submitted along with the offers by the tenderer in token of complete acceptance thereof. The information furnished shall be completed by itself.
- 1.1.8.** The tenderers shall quote the rates in English language and international numerals. These rates shall be entered in figures as well as in words.
- 1.1.9.** For the purpose of the tender, the metric system of units shall be used.
- 1.1.10. DISCREPANCY IN PRICE QUOTED:** In the case of discrepancy in the quoted rates, the following procedure will be adopted for the evaluation of offer and award of work.
 - a) In case of difference in rates between words and figures, the rate in words will be reckoned valid.
 - b) In case of any discrepancy between the Unit rate quoted and the Amount / Total Price due to arithmetical errors, the Unit rate quoted will be considered valid and the Amount / Total price will be corrected accordingly.
 - c) In the case of omission in quoting for any item of the rate schedule, the rates quoted by the other bidders or the estimated rate for the respective item/s of the subject tender, whichever is higher will be reckoned for evaluation of price bids. After this evaluation, if the bid turns out to be L1, the rate considered for the evaluation of bid will become applicable and further rates quoted for all the other items of the rate schedule will be proportionately reduced to retain the total bid price. The total quoted price will remain firm for award of work.
- 1.1.11.** All entries in the tender shall either be typed or be written in ink. Erasers and overwriting are not permitted and may render such tenders liable to summary rejection. All cancellations and insertions shall be duly attested by the tenderer.

1.2. QUALIFICATION OF TENDERERS:

Only tenderers who have previous experience in the work of this nature and description detailed in this tender specification are expected to quote for this work duly submitting details of experience along with the offer. Offers from tenderers who do not have proven and established experience in the field are not likely to be considered.

1.3. DATA TO BE ENCLOSED:

Full information shall be given by the tenderer in respect of the following. Non-submission of these information may lead to rejection of the offer.

1.3.1. FINANCIAL STATUS:

A certificate from Scheduled Bank to prove his financial capacity to undertake the work duly indicating financial limits the tenderer enjoys or solvency certificate from the concerned Government authority. Information shall be furnished by the tenderer along with the offer.

1.3.2. INCOME TAX CERTIFICATE:

A certificate of Income Tax clearance from the appropriate authority in the forms prescribed therefor indicating annual turnover and the Sales Tax clearance certificate from the appropriate authorities as prescribed by the concerned state government, if any. These certificates shall be valid for one year from the date of issue or for the period prescribed therein for all tenders submitted during the period.

1.3.3. PREVIOUS EXPERIENCE:

A statement giving particulars duly supported by documentary evidence of the various services rendered for each similar work by the tenderer indicating the particulars, value of each work, the site location, the duration, date of completion, a list of site locations and particulars and value of various services that are under progress. Information shall be furnished by the tenderers along with the offer.

1.3.4. An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole proprietor, shall also be attached. (If it is a Company or Firm, etc., Director/Managing Partner as the case may be is required to sign)

1.3.5. IN CASE OF AN INDIVIDUAL:

His full name, address and place and nature of business shall be indicated.

1.3.6. IN CASE OF PARTNERSHIP FIRMS:

The names of all the partners and their addresses be furnished along with a copy of the partnership deed/instrument of partnership duly certified by Notary Public shall be enclosed.

1.3.8. IN CASE OF COMPANIES:

Date and place of registration including date of commencement certificate in case of public companies (certified copies of Memorandum and Articles of Association are also to be furnished) are to be furnished.

1.3.9. Nature of business carried on by the Company and the provisions of the Memorandum relating there of shall be furnished.

1.3.10 Names and particulars including addresses of the Directors and their previous experiences shall be furnished.

1.3.11 A list of tools and tackles that the tenderer is having and those that will be used on this job shall be furnished.

1.3.12 In addition to the above, the particulars required in various annexure shall also be furnished.

1.4. EARNEST MONEY DEPOSIT:

1.4.1. Every tender must be accompanied by the prescribed amount of Earnest Money Deposit in any one of the following forms.

1.4.1.1. EMD shall be deposited in Demand Draft (payable at Ranipet in favour of "Bharat Heavy Electricals Ltd.,") only. No other form of EMD remittance shall be acceptable to BHEL.

1.4.2. Tenders received without Earnest Money in full in the manner prescribed above will be rejected.

1.4.3. The E.M.D. of the successful tenders may be retained towards part of Security Deposit.

- 1.4.4. In the case of unsuccessful tenderers, the Earnest Money will be refunded to them within a reasonable time after finalisation of the tender.
- 1.4.5. E.M.D. by the tenderer will be forfeited as per tender documents if the tenderer:
 - 1.4.5.1. Fails to communicate unqualified acceptance of Letter of Intent within 15 days of date of Letter of Intent.
 - 1.4.5.2. Does not commence the work within the period as per LOI/Contract. In case the LOI/Contract is silent in this regard then within fifteen days after award of contract.
 - 1.4.5.3. After opening of Tender, revokes/withdraws his tender within the validity period or revises/alters his earlier quoted rates/conditions.
 - 1.4.5.4. Fails to submit SD as indicated in the Letter of Intent.
- 1.4.6. Earnest Money deposit shall not carry any interest.
- 1.5. **AUTHORISATION AND ATTESTATION:**
 - 1.5.1.1. Tenders shall be signed by persons duly authorized /empowered to do so. Certified copies of such authority and relevant documents shall be submitted along with the tenders.
- 1.6. **VALIDITY OF OFFER:**

The rates in the Tender shall be kept open for acceptance for a minimum period of 120 days from the date of opening of tenders. In case the Bharat Heavy Electricals Limited calls for negotiations such negotiations shall not amount to cancellation or withdrawal of the original offer, which shall be binding on the tenderers.
- 1.7. **EXECUTION OF CONTRACT:**
 - 1.7.1.1. The successful tenderer's responsibility under this contract commences from the date of issue of the Letter of Intent by Bharat Heavy Electricals Limited. The successful tenderer shall be required to execute an agreement in the prescribed form with BHEL within a reasonable time after the acceptance of his tender and in any case before submitting the first bill for payment. The expenses for completion, stamping and registration of the agreement with prescribed authority, if necessary, shall be borne by the Contractor
 - 1.7.1.2. All safety equipments to the workmen safety rules & regulations to be followed as per BHEL's Safety rules & regulations.
 - 1.7.1.3. Contractee is in no way responsible for any loss of life or any injury caused to any of the contractors and their crew while executing the above work at our premises.
 - 1.7.1.4. Contractee reserves the right to alter any of the terms & conditions of the contract and any such changes will be intimated to the contractor from time to time.
 - 1.7.1.5. Contractee reserves the right to cancel terminate the contract at any time without assigning any reason.
 - 1.7.1.6. The contractor should maintain a 'Work Diary' containing the details of work executed by him from time to time on dally basis and obtain the signature from official concerned nominated for this purpose for having executed the work correctly to our satisfaction.
 - 1.7.1.7. Necessary gate entry pass will be organized resident engineer at the site of work. for your crew and security rules are observed strictly by your crew.
- 1.8. **SECURITY DEPOSIT:**
 - 1.8.1.1. Upon acceptance of tender, the successful tenderer within the time specified in the letter of intent must deposit the required amount of Security Deposit for satisfactory execution of work and shall not commence work under this contract before remitting security deposit except as directed by BHEL.
 - 1.8.2. **The total amount of Security Deposit shall be as follows:**
 - 1.8.2.1. In the case of work costing up to Rs.10 lakhs – 10% of the quoted value.
 - 1.8.2.2. In the case of work costing Rs.10 lakhs to Rs.50 lakhs – Rs.1 lakh plus 7.5% of the amount exceeding Rs.10 Lakhs.
 - 1.8.2.3. In the case of work costing more than Rs.50 Lakhs – Rs.4 lakhs plus 5% of the amount exceeding Rs.50 Lakhs.
 - 1.8.3. **The Security Deposit may be furnished in any one of the following forms:-**
 - 1.8.3.1. Cash (as permissible under the income tax act).

- 1.8.3.2. Demand Draft in favour of BHEL.
- 1.8.3.3. Local cheques of Scheduled Banks, subject to realization.
- 1.8.3.4. Securities available from Post Offices such as National saving Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
- 1.8.3.5. Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the companies act subject to a maximum of 50% of the total security deposit value. Balance 50% has to be remitted either by cash or in the other form of security. The Bank Guarantee format should have the approval of BHEL (Format will be forwarded along with contract). The Bank Guarantee furnished towards Security Deposit should be kept valid by proper renewal till the expiry of 6 Months after the said work is actually completed.
- 1.8.3.6. Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the companies act. The FDR should be in the name of the contractor, account BHEL, duly discharged on the back.
- 1.8.3.7. Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the security deposit (as Bank Guarantee or Demand Draft) should be remitted before start of the work and balance 50% may be recovered from the running bills till the full Security Deposit is made up.
- 1.8.3.8. EMD of the successful tenderer may be converted and adjusted against the security deposit on specific request by the contractor.
- 1.8.3.9. Acceptance of security deposit as per clause 1.8.3.4 and 1.8.3.6 above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.
- 1.8.4. If the value of the work done at any time exceeds the accepted agreement value, the security Deposit shall be correspondingly enhanced and the extra Security Deposit shall be immediately deposited by the Contractor or recovered from payments due to him.
- 1.8.5. Failure to deposit the Security Deposit within the stipulated time, may lead to forfeiture of Earnest Money and cancellation of the award of work.
- 1.8.6. If any part of Security Deposit of the Contractor is held in the form of approved securities it shall be kept transferred in the name of Bharat Heavy Electricals Limited, Ranipet, in such a manner that the same can be realized fully without referring to the Contractor, BHEL shall not be responsible for any depreciation in the value of the Security while in BHEL's custody or for any loss of interest thereon.
- 1.8.7. BHEL reserves the right to forfeiture of Security Deposit in addition to the other claims and penalties in the event of the Contractor's failure to fulfill any of the Contractual obligation including liquidation or bankruptcy of the contractor, non-payment of money payable by means of arbitration award in favour of BHEL or in the event of termination of Contract as per terms and conditions of Contract. BHEL reserves the right to set off the Security Deposit, against any claims of any other contracts with BHEL.
- 1.8.8 **RETURN OF SECURITY DEPOSIT:**
If the Contractor performs and completes the work in all respects to the entire satisfaction of BHEL and presents an absolute "No Demand Certificate" in the prescribed form (Annexure-F) and returns properties belonging to BHEL handed over, lent or hired by him for carrying out the said works, Security Deposit will be released to the Contractor after deducting all cost of expenses or other amounts that are to be paid to BHEL under this or other contracts entered into with the Contractor. **It may be noted that in no case the Security Deposit shall be refunded/released prior to passing of final bill.**

1.9. REJECTION OF TENDER AND OTHER CONDITIONS

- 1.9.1.** The acceptance of Tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever.
 - 1.9.1.1.** To reject any or all of the tenderers.
 - 1.9.1.2.** To split up the work amongst two or more Tenderers.
 - 1.9.1.3.** To award the work in part.
 - 1.9.1.4.** Either of the contingencies stated in (1.9.1.2) and (1.9.1.3) above to modify the time for completion suitably.
- 1.9.2.** Conditional and Unwitnessed tenders, tenders containing absurd or unworkable rates and amounts and tenders which are incomplete and otherwise considered defective and tenders not in accordance with the tender conditions, specifications, etc., are liable to be rejected.
- 1.9.3.** If a tenderer expires after the submission of his/her tender or after the acceptance of his/her tender, BHEL may at their discretion cancel such tender. If a partner of a firm expires the submission of the tender or after the acceptance of the tender, BHEL may cancel such tender at their discretion unless the firm retains its character.
- 1.9.4.** BHEL will not be bound by any power of Attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the Contract. They may, however recognize such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
- 1.9.5.** If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or cancel the contract, if awarded. The Earnest Money/Security Deposit /any other money due shall also be forfeited.
- 1.9.6.** Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing in any form are liable to rejection.
- 1.9.7.** Should a tenderer or contractor or in the case of a firm or company of contractors one or more of its partners/share holders/Directors have a relation or relations employed in BHEL, the authority inviting tender shall be informed of the fact along with the offer, failing this BHEL may, at its sole discretion reject the tender or cancel the contract and forfeit the Earnest Money/Security Deposit.
- 1.9.8.** The successful tenderer should not sub-contract the part or complete work detailed in the tender specification undertaken by him without written permission of BHEL. The tenderer is solely responsible to BHEL for the work awarded to him.
- 1.9.9.** No deviation from the tender tender specification shall be acceptable to BHEL. Tenderers shall confirm their unqualified acceptance of the terms and conditions by giving an undertaking to this effect in a separate letter.
- 1.10.** **NO INTEREST shall be payable by BHEL on Earnest Money / Security Deposit / or any money due to the Contractor by BHEL.**

GENERAL CONDITIONS OF CONTRACT**ANNEXURE - B****SECTION II****2.1.1. DEFINITION:**

The following terms shall have the meaning hereby assigned to them except where the context otherwise requires.

2.1.2. BHEL or (B.H.E.Ltd) shall mean Bharat Heavy Electricals Limited a Company registered under Indian Companies Act 1956, with its Registered Office at BHEL House, Siri fort, New Delhi 110 049 or its Authorised Officers or its Resident Engineer or other employees authorized to deal with any matters with which these persons are concerned on its behalf.

2.1.3. "GENERAL MANAGER"

shall mean the Officer in Administrative charges of contracting unit of BHEL.

2.1.4. "ENGINEER" or "ENGINEER IN CHARGE" shall mean Engineer who is in-charge for the works. The term also includes PROJECT MANAGER, "RESIDENT MANAGER" "SITE ENGINEER " "RESIDENT MANAGER" and "ASSISTANT SITE ENGINEER " of BHEL at the site as well as the Officers incharge at Head Office.

2.1.5. "SITE" shall mean the place or places at which the plants/equipments are to be erected and services are to be performed as per the specification of this contract.

2.1.6. "CLIENTS OF BHEL" or "CUSTOMER" shall mean the project authorities to whom BHEL is supplying the equipments.

2.1.7. "CONTRACTOR" shall mean the individual, firm or company who enters in to this contract with BHEL and shall include their executors, administrators, successor and permitted assignees.

2.1.8. "CONTRACT" or "CONTRACT DOCUMENT" shall mean/and include the agreement or work order, the accepted appendices of rates, schedules, quantities, if any and general conditions of contract, the special conditions of contract, instructions to the tenderers, the drawings, the technical specifications, the special specifications, if any, the tender documents and the Letter of Intent/Acceptance Letter issued by BHEL. Any conditions or terms stipulated by the contractor in the tender document or subsequent letters shall not form part of the contract unless specially accepted in writing by BHEL, in the Letter of intent and incorporated in the agreement.

2.1.9. "GENERAL AND SPECIAL CONDITIONS OF CONTRACT" shall mean the "Instructions to Tenderers and General and Special Conditions of Contract" pertaining to the work for which the tenderers are called for.

2.1.10. "TENDER SPECIFICATIONS" shall mean the "SPECIFIC CONDITIONS, Technical specifications, appendices, site informations and drawings" pertaining to the work in which the tenderers are required to submit their offer, Individual specification number will be assigned to each tender specification..

2.1.11. "TENDER DOCUMENTS" shall mean the General and Special Conditions of Contract(2.1.8) and tender specification(2.1.9).

2.1.12. "LETTER OF INTENT" shall mean the intimation by a letter to the tenderer that the tender has been accepted in accordance with provisions contained in that letter. The responsibility of the contractor commences from the date of issue of this letter and all the terms and conditions of contract are applicable from this date.

2.1.13. "COMPLETION TIME" Shall mean the period by date specified in the acceptance of tender or date mutually agreed upon for handing over of the erected equipment/plant which are found acceptable by the Engineer being of required standard and conforming to the specifications of the contract.

2.1.14. "PLANT" shall mean and cannot the entire assembly of the plant and equipments covered by the contract.

2.1.15. "EQUIPMENT" shall mean all equipments, machinery, materials, structurals, electricals and other components of the plant covered by the contract.

- 2.1.16. "TESTS"** shall mean and include such test or tests to be carried out on the part of the contractor as are prescribed in the contract or considered necessary by BHEL in order to ascertain the quality, workmanship, performance and efficiency of the contract work or part thereof.
- 2.1.17. "APPROVED" "DIRECTED" or "INSTRUCTED"** shall mean approved, directed or instructed by BHEL.
- 2.1.18. "WORK OR CONTRACT WORK"** shall mean and include supply of all categories of labour specified consumables, tools and tackles required for complete and satisfactory site transportation handling, stocking, storing, erecting, testing, and commissioning of the equipments to the entire satisfaction of BHEL.
- 2.1.19. "SINGULAR AND PLURAL ETC"** works carrying singular number shall also include plural and vice versa, where the context so required. Words importing the masculine gender shall be taken to include the feminine gender and words imparting persons shall include any company or association or body of individuals, whether incorporated or not.
- 2.1.20. "HEADINGS"**
The headings in these general conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
- 2.1.21. "MONTH"** shall mean calendar month, unless specified otherwise in the tender.
- 2.1.22. "WRITING"** shall include any manuscript typewritten or printed statement under the signature of BHEL.
- 2.2. LAW GOVERNING THE CONTRACT AND COURT JURISDICTION**
The contract shall be governed by the Law for the time being in force in the Republic of India, and shall be subject to the Jurisdiction of the courts having Jurisdiction over RANIPET (VELLORE Dist, Tamil Nadu).
- 2.3. ISSUE OF NOTICE:**
The Contractor shall furnish to the BHEL ENGINEER the name, designation and address of his authorized agent and all complaints, notices, communication and reference shall be deemed to have been duly given to the contractor or his authorized agent or left or posted to the address of either the contractor or of his representative and shall be deemed to have been so give in the case of posting on the day on which they would have reached such address in the ordinary course of post or on which they were so delivered of / or left.
- 2.4. USE OF LAND:**
No land belonging to BHEL or their customer under temporary possession of BHEL shall be occupied by the Contractor without the written permission of BHEL.
- 2.5. COMMENCEMENT OF WORKS:**
- 2.5.1.** The Contractor shall commence the works within the time indicated in the Letter of Intent from BHEL and shall proceed with the same with due expedition without delay.
- 2.5.2.** If the successful tenderer fails to start the work within the stipulated time, BHEL, at his sole discretion will have the right to cancel the contract. His earnest money and/or Security Deposit with BHEL will stand forfeited without any further reference to him without prejudice to any and all of BHEL's other rights and remedies in this regard.
- 2.5.3.** All the works shall be carried out under the direction and to the satisfaction of BHEL.
- 2.5.4.** The erected/constructed plant or work performed under this contract shall be taken over when it has been completed in all respects and/or satisfactorily put in to operation at site.
- 2.6. MODE OF PAYMENT AND MEASUREMENT OF THE WORK COMPLETED:**
- 2.6.1.** All payments due to the contract shall be paid through E-PAYMENT (EFT / RTGS) only. The contractor has to furnish acceptance for e-payment, duly indicating the bank account details in the prescribed format which will be sent along with order.

2.6.2. For Progress running bill payment:

The contractor shall present detailed measurement working sheets, in triplicate, duly indicating all relevant details based on technical documents and connected drawings for work done during the month/period under various categories in line with terms of payment as per letter of intent. The basis of arriving at the quantities/weight shall be the relevant documents and drawings released by BHEL.

2.6.3. These measurement working sheets will be checked and vetted by BHEL Engineers and quantities and percentage eligible for payment under various groups shall be decided by BHEL engineers. The abstract of quantities and percentage so arrived based on the terms of payment shall be entered in Measurement Book and signed by both the parties.**2.6.4.** Based on the above quantity, contractor shall prepare the bills in prescribed proforma and work out the financial value. These will be entered in Measurement Book and signed by both the parties and paid duly effecting recoveries due.**2.6.5.** All recoveries due from the contractor for the month/period shall be effected in full from the corresponding running bills unless specific approval from the competent authorities is obtained otherwise.**2.6.6.** Measurement shall be restricted to that for which it is required to ascertain the financial liability of BHEL under this contract.**2.6.7.** The measurement shall be taken jointly by persons duly authorized on the part of BHEL and by the contractor.**2.6.8.** The contractor shall bear the expenditure involved, if any, in making the measurement. The contractor shall, without extra charges provide all the assistance with appliances and other things necessary for measurement.**2.6.9.** If, at any time due to any reason, whatsoever, it becomes necessary to re-measure the work done in full or in part, the expenses towards such re-measurements shall be borne by the contractor.**2.6.10.** Passing of measurement as per bills does not amount to acceptance of the completion of the work mentioned. Any left out work has to be completed if pointed out at a later date by BHEL.**2.6.11.** Final measurement bill shall be prepared in the final bill proforma prescribed for the purpose based on the certificate issued by BHEL Engineer that entire work as stipulated in the tender specification has been completed in all respects to the entire satisfaction of BHEL. Contractors shall give unqualified 'No Due' and 'No Demand' certificate. All the tools and tackles loaned to them should be returned in condition satisfactory to BHEL. Quantities/Weight erected shall be prepared and paid, within a reasonable time after completion of work. After payment of final bill, only guarantee obligation percentage shall remain unpaid which shall be released in accordance with clause 2.13. The final bill quantities and financial value shall also be entered in Measurement Book and signed by both the parties to the contract.**2.7 RIGHTS OF BHEL**

BHEL reserves the following rights in respect of this contract without entitling the contractor for any compensation.

2.7.1. To get the work done through other agency at the risk and cost of the Contractor, in the event of Contractor's poor progress, or inability to progress the work, persistent disregard in instruction of BHEL, assignment transfer, subletting of the contract without permission of BHEL, non fulfillment of any contractual obligation etc., and to recover compensation for such losses from the contractor including BHEL's supervision charges and overheads from Security Deposit / other dues.**2.7.2.** To withdraw any portion of work and/or to restrict/alter quantum of work as indicated and get it done through other agency and/or with departmental labour to suit BHEL's commitment to its customer or in case BHEL decides to advance the date of completion due to other emergency reasons/BHEL's obligation to its customer.

- 2.7.3.** To terminate the contract after due notice to cause forfeiting of Security Deposit and recover the loss sustained in getting the balance work done through other agencies in addition to liquidated damages in the event of :
- 2.7.3.1.** Contractor's continued poor progress.
 - 2.7.3.2.** Withdrawal from or abandonment of the work before completion of the work.
 - 2.7.3.3.** Corrupt act of contractor.
 - 2.7.3.4.** Insolvency of the contractor.
 - 2.7.3.5.** Persistent disregards to the instructions of BHEL.
 - 2.7.3.6.** Assignment transfer, sub-letting of the contract without BHEL's permission.
 - 2.7.3.7.** Non-fulfillment of any contractual obligations.
- 2.7.4.** To recover any money due from the contractor from any money due to the contractor under this contract or any other contract or from the Security Deposit.
- 2.7.5.** To claim compensation for losses sustained including BHEL's supervision charges and overheads for completion on termination of contract and to impose penalty for delay in completion of the work at the rate of ½% of the contract value per week of delay or part thereof subject to a ceiling of 10% of contract value.
- 2.7.6.** To terminate the contract or to restrict the quantum of work and pay for the portion of work executed in case BHEL's contracts with their customers are terminated for any reason.
- 2.7.7.** To effect recovery from any amount due to the contractor under this or any other contractor in any other form the moneys BHEL is forced to pay to anybody, due to contractor's failure to fulfill any of his obligation.
- 2.7.8.** To restrict or increase the quantity and nature of work to suit the site requirements since the tender specification is based on preliminary documents and quantities furnished there in are indicative and approximate and the rates quoted shall not be subject to revision.
- 2.7.9.** To deploy BHEL's fitters, welders, operators and technicians in case of emergency/poor progress/deficiency in skill on the part of employees of contractor and to recover the expenditure on account of the same from contractor's bills.
- 2.7.10.** While every endeavor will be made by BHEL they cannot guarantee un-interrupted work to the contractor due to conditions beyond their control. Contractor will not be entitled for any compensation extra payment on his account.
- 2.7.11.** In the event of any dispute of any nature, the decision of BHEL shall be final and binding on the contractor.
- 2.8. RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF LOCAL LAWS, EMPLOYMENT OF WORKERS Etc.**
- The following are the responsibilities of the Contractor in respect of observation of local laws, employment of personnel, payment of taxes etc.
- 2.8.1.** As far as possible unskilled workers shall be engaged from the local areas in which the work is being executed.
 - 2.8.2.** The contractor at all times during the continuance of this contract shall, in all his dealings with local labour for the time being employed on or in connection with the work, have due regard to all local festivals, religious and other customs.
 - 2.8.3.** The contractor shall comply with all state and Central Laws, Statutory Rules, Regulations etc., inclusive of those regarding labour and industrial laws which are applicable from time to time and they shall comply with the provisions of the said labour legislations, rules and regulations framed under the provisions of Employees Provident Fund and Miscellaneous Provisions Act 1952 shall be strictly followed.
 - 2.8.4.** The contractor shall pay all taxes, including sales Tax on works contract if any fees, license, charges, deposits duties, tool royalty commissions or other charges which may be leviable on account of any of his operations in execution of the contract in case BHEL is forced to pay any of such taxes. BHEL shall have the right to recover the same from the contractor either from his bills or other wise as deemed fit.

- 2.8.5.** While BHEL would pay the inspection fees, of the Boiler Inspectorate, all other arrangements for the visits periodically by Boiler Inspector to site, Inspection Certificate etc., will have to be made by the contractor. However BHEL will not make any payment to Boiler Inspector in connection with contractor's welders qualification/requalification tests etc.
- 2.8.6.** The contractor shall be responsible for provision of health and sanitary arrangements (more particularly described in Contract Labour Regulation & Abolition Act) safety precautions etc., as may be required for safe and satisfactory execution of the contract.
- 2.8.7.** The contractor shall be responsible for providing proper accommodation including adequate medical facilities for the personnel employed by him.
- 2.8.8.** The contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed by him.
- 2.8.9.** The contractor shall ensure that no damage is caused to any person/property of other parties working at site. If any such damage is caused it is the responsibility of the contractor to make good the losses or compensate for the same.
- 2.8.10.** All the properties/equipments/components of BHEL their client loaned with or without deposit to the contractor in connection with contract shall remain the properties of BHEL/their client. The contractor shall use such properties for purpose of execution of this contract, all such properties/equipments/components shall be deemed to be in good condition when received by the Contractors unless he notifies within 48 hours to the contrary. The Contractor shall return them in good condition as and when required by BHEL/their client. In case of non-return, loss, damage, repairs etc, the cost thereof, as may be fixed by the site Engineer, will be recovered from the Contractor.
- 2.8.11.** It is not obligatory on the part of BHEL to supply any tools and tackles or other materials other than those specifically agreed to do so by BHEL. However, depending upon the availability/possibility BHEL's customer's handing equipment and other plants may be made available to the contractor on payment of the hire charges/free of charges, as fixed subject to the conditions laid down by BHEL/Customer from time to time. Unless paid in advance such hire charges if applicable shall be recovered from contractors bills/security deposit in one installment.
- 2.8.12.** The Contractor shall fully indemnify BHEL against all claims of whatsoever nature arising during the course of erection/construction/performing work under the contract.
- 2.8.13.** In case the Contractor is required to undertake any work outside the scope of this contract the rate payable shall be those mutually agreed upon.
- 2.8.14.** Any delay in completion of works/non-achievement of periodical targets, due to reasons attributable to the contractor, the same will have to be compensated by the Contractor either by increasing manpower and resources or by working extra hours and/or by working more than one shift. All these are to be carried out by the contractor at no extra cost.
- 2.8.15.** The contractor shall arrange and co-ordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises.
- 2.8.16.** All safety rules and codes applied by the client/BHEL at site shall be observed by the contractor without exception. The contractor shall be responsible for the safety of the equipment/material and works to be performed by him and shall maintain all light, fencing guards signs etc, or other protection necessary for the purpose. Contractor shall also take such additional precautions as may be indicated from time to time by the Engineer with a view prevent pilferage, accidents, fire hazards and due precautions shall be taken against fire hazards and atmospheric conditions. Suitable number of clerical staff, watch and ward, store keepers to take care of equipment, materials and construction tools and tackles shall be posted at site by the contractor till the completion of the work under this contract. The contractor shall arrange for such safety devices as are necessary for such type of work and carry out the requisite site tests of handling equipments, lifting tools, tackles, etc., as per prescribed standards and practices.

- 2.8.17.** The contractor will be directly responsible for payment of wages to his workmen. A pay roll sheet giving all the type payments given to the workers and duly signed by the contractor's representative should be furnished to BHEL Site office on or before 15th of every succeeding month.
- 2.8.18.** In case of any class of work for which there is no such specification as laid down in the contract, such work shall be carried out in accordance with the instructions and requirements of the Engineer.
- 2.8.19.** No levy of payment or charge made or imposed shall be impeached by reason of any clerical error or by reason of any mistake in the amount levied or demanded or charged.
- 2.8.20.** Also no idle labour charges will be admissible in the event of any stoppage caused in the work resulting contractor's labour being rendered idle due to any cause at any time.
- 2.8.21.** The contractor shall take all reasonable care to protect the materials and work till such time the plant/equipment has been taken over by BHEL/their client.
- 2.8.22.** Contractor shall not stop the work or abandon the site for whatsoever reason or dispute, excepting for force major conditions. All such problems/dispute, shall be separately discussed and settled without affecting the progress of work. Such stoppage or abandonment shall be treated as breach of contract and dealt with accordingly.
- 2.9. CONSEQUENCES OF CANCELLATION:**
Whenever BHEL exercises its authority to terminate the contract/withdraw a portion of work under the clause 2.7 they may complete the work by any means. In the event of the cost of completion as certified by the site Engineer which is final and conclusive being less than the contract cost, the advantage shall accrue to BHEL and that if the cost of completion exceeds the moneys due to the contractor under the contract, the contractor shall either pay the excess amount ordered by BHEL or the same shall be recovered from the contractor by any other means. This will be in addition to the forfeiture of Security Deposit and recovery of liquidated damages as per the relevant clauses.
- 2.9.1.** In case BHEL completes the work under the provision of this condition, the cost of such completion to be taken into account in determining the excess cost to be charged to the contract under this condition, shall consist of materials purchased and/or labour provided by BHEL with an addition of such percentage to cover supervision and establishment charges as may be decided by BHEL.
- 2.10 INSURANCE:**
- 2.10.1.** The contractor has to arrange on his own, insurance for all bought out items and for their all T&P and other fixed assets which they may have to acquire and deploy at site . It is also the responsibility of the contractor to arrange for accident risk policy/workman compensation policy.
- 2.10.2.** It is sole responsibility of the contractor to insure his workmen against accidents and injury while at work as required by relevant Rules and to pay compensation, if any, to workmen as per workmen's Compensation Act. The work will be carried out in a protected area and all the rules and regulations of the client/BHEL in the area of project which are in force from time to time will have to be followed by contractor.
- 2.10.3.** These insurance covers have to be taken prior to start of his work at the subject project and he shall make available the policy to BHEL Site In-Charge for necessary verification before commencement of work. However, irrespective of such verification/acceptance, the sole responsibility to maintain adequate insurance cover for his workman, T&P, assets etc. at all times during the period of contract shall lie with the contractor. Regarding the aforesaid insurance cover, the contractor shall directly deal with the insurance company for all matters regarding the insurance in his scope.

- 2.10.4.** If due to contractor's carelessness's, negligence of non-observance of safety precautions damage to BHEL's /customer's property and personnel should occur and if BHEL is unable to recover in full cost from the insurance company, the same will be recovered from the contractor.
- 2.10.5.** If due to negligence and/or non-observance of safety and other precautions, any accident/injury occurs to any other persons/public, the contractor shall have to pay necessary compensation and other expenses if so decided by the appropriate authorities.
- 2.10.6.** It shall be the responsibility of the contractor to provide security arrangement for their (contractor's) equipment/ materials
- 2.11. STRIKES & LOCKOUTS:**
- 2.11.1.** The contractor will be fully responsible for the entire dispute and other issues connected with his labour. In the event of the contract labour resorting to strike or the contract resorting to lock-out and if the strike or lock-out declared is not settled within a period of one month, BHEL, shall have the right to get the erection work executed employing its won labour or through any agencies or both and the cost so incurred by BHEL be deducted from the contractor's bills.
- 2.11.2.** For any purpose whatsoever the employees of the contractor shall not be deemed to be in the employment of BHEL.
- 2.12. FORCE MAJEURE:**
- 2.12.1** The following shall amount to FORCE MAJEURE:
Act of God or of any Government, War, Sabotage, Riots, Civil commotion, Police action revolution, Flood, Fire, Cyclones, Earth quake and epidemic and other similar causes over which the contractor has no control.
- 2.12.2.** If the contractor suffers delay in the due execution of the contractual obligation due to delays caused by FORCE MAJEURE as defined above, the agreed time of completion of the job covered by this contract or the obligation of contractor shall be extended by a period of time equal to the period of delay provided that on the occurrence of any such contingency the contractor immediately reports to BHEL in writing the causes of delay and the contractor shall not be eligible for any compensation.
- 2.13. GUARANTEE:**
Even though the work will be carried out under the supervision of BHEL Engineers the contractor will be responsible for the quality of the workmanship and shall guarantee the work done **(Painting)** for a period of SIX months from the date of completion of work as certified by the Engineer for good workmanship and shall rectify free of cost all defects due to faulty erection, detected during the guarantee period starting from the date of the completion of rectification. In the event of the contractor failing to repair the defective works within the time specified by the Engineer, BHEL may proceed to undertake the repairs of such defective works at the contractor's risk and cost, without prejudice to any other rights and recover the same from Security Deposit/other dues or by other legal means.
- 2.14. ARBITRATION:**
Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in anyway arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the work or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the General Manager of BHEL and if General Manager is unable or unwilling to act, to the sole arbitration of some other person appointed by the General Manager, willing to act as such arbitrator.

The cases referred to arbitration shall be other than those for which the decision of the Accepting Officer, or Engineer-in-charge as the case may be is expressed in the contract to be final and conclusive. There will be no objection if the arbitrator so appointed is an employee of BHEL and that he had to deal with the matters to which the contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute or difference.

The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, such General Manager as aforesaid at the time of such transfer, vacation of office or inability to act shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

Subject as aforesaid the provision of the Arbitration Act 1940 or any statutory modification or reenactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is a term of the contract that the party involving arbitration shall specify the dispute or dispute to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.

The arbitrator(s) may from time to time with consent of the parties enlarge the time, for making and publishing the award.

The work under the contract shall, if reasonably possible, continue, during the arbitration proceedings and no payment due or payable to the contractor shall be withheld on account of such proceedings.

The arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of first hearing.

The arbitrator shall give a separate award in respect of each dispute or difference referred to him.

The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion. The award of the Arbitrator shall be final conclusive and binding on all parties to this contracts.

In the event of disputes or differences arising between one public sector and a Government Department or between two public sector enterprises the above stipulations shall not apply, the provisions of the relevant BPE Office memorandum for arbitration shall be applicable.

GENERAL CONDITIONS OF CONTRACT**ANNEXURE - B****SECTION – III****SPECIAL CONDITIONS OF CONTRACT FOR PAINTING****3.0 SCOPE OF WORK INVOLVING SUPPLY , SURFACE CLEANING AND APPLICATION OF PAINTS**

The work to be carried out under the scope of these specifications covers the complete work of supply, handling, transporting, unloading, surface cleaning, application of primer Paint and finish/final paints etc of **ESP Components**. The work shall confirm to instructions /specifications/standard practices that will be provided by BHEL from time to time. If any portion of the work is found to be defective in workmanship or not confirming to specifications, the contractor shall clean the surface and re-do the work at his cost failing which the work will be got done by engaging other agencies or departmentally and recoveries will be effected from contractors bill towards expenditure incurred including 30% of departmental overhead charges. All tools, tackles, fixtures, scaffoldings, equipments, Paints, materials, manpower , electric power, air-compressor, supervisors/ engineers, consumables **etc** required for this scope of work shall be to the scope of contractor. BHEL/BHEL's customer will not extend any facility to the contractor in this regard. The expenditure including taxes and incidentals involved in this connection is to the scope of the contractor. The contractor's quoted rates should be inclusive of all such contingencies (except service Tax) . Scope of work is further detailed hereafter.

PAINT, PRIMER Paint & THINNER REQUIRED FOR THE WORK DEFINED IN THIS TENDER SPECIFICATION SHOULD BE PROCURED FROM BHEL APPROVED SUPPLIERS ONLY**3.1.0 SCOPE OF WORK**

- 3.1.1** All exposed metal parts of the ESP Components as identified by the BHEL's resident engineer wherever applicable shall be thoroughly cleaned of all dirt, rust, scales, greases, oils and other foreign materials by solvents before starting mechanical cleaning viz. power tool cleaning sand blasting and the same being inspected and approved by BHEL Engineer before painting.
- 3.1.2** Damaged areas of shop primed surfaces shall be cleaned and painted. Abraded or damaged areas of shop finish painted surfaces shall be repaired by spot priming and repainting. Repair painting shall be applied as required
- 3.1.3** The scope of work included painting as specified by BHEL engineer at site for the equipments/components covered in these specifications.
- 3.1.4** All exposed metal parts of the ESP Components shall be thoroughly cleaned off dust, rust, scales and other foreign materials by mechanized wire brushing, scrapping, sand blasting etc and the same being inspected and approved by BHEL/customer engineer before application of primer Paint.
- 3.1.5** Surface to be painted should be free of all dirt, dust, sand, grit, mud, oil grease, loose mill scale, and other objectionable substances. Surface cleaned by chemical agent, if required, shall be treated further as prescribed in use of such cleaning agent. The contractor at his own cost shall provide all the consumables and application implements.
- 3.1.6** During the preparation of surface, if the coat is damaged by chemical cleaning or by mechanical means, contractor shall repair the same free of cost to BHEL.
- 3.1.7** Specified drying time shall be permitted from one to another coat.
- 3.1.8** Final coats which show sags, checks, blisters, teardrops, or fat edges shall be removed and reapplied in any undercoats, including shop coats, shall be repaired.
- 3.1.9** This work requires working at higher attitudes from ground level to as high as 30m and more. The works spread is also substantial involving substantial run of structures and piping. Contractor shall take sufficient precautions and avoid any accident and hazard in all respects. The ropes, ladder, scaffolding materials, clamps etc and climber used should be of standard quality for safe and smooth execution of work. All such safety equipment shall be used only after approval by BHEL/Customer.
- 3.1.10** Contactor shall carry out the work in such a way that other erected equipment, structure, civil foundations and other property are not damaged. For damages in any of such cases due

to lapses by contractor, BHEL shall have the right to recover the cost of such damages from the contractor.

3.1.11 Contractor shall take due care to cover/protect the equipment which are already painted while carrying out the painting of other adjacent equipment. If it so happens, it shall be cleaned and repainted by the contractor without any extra charges.

3.1.12 In general, painting of structural parts and colour bands, lettering, marking of direction of flow/rotation etc will be carried out by brush painting. However, areas/equipment inaccessible for manual painting have to be painted by spray painting. The decision of BHEL Engineer in this regard shall be final and binding on the contractor. The contractor shall provide spray equipment set

3.1.13 Approximate quantity of work involved is annexed and it is only a general information. These may vary to any extent. Contractor has to Ascertain the volume of work before submitting offer. No claim whatsoever on account of any variation in these quantities shall be entertained later.

3.2.0 STORAGE AND COLLECTION OF MATERIALS ETC.

3.2.1 The contractor shall arrange for safe storage of paint, primer Paint etc in the storage yard/stores/sheds within the site.

3.2.2 The contractor shall provide details of all the items used by him in the format specified by BHEL Engineer at site.

3.2.3 The contractor shall make adequate security arrangements including employment of security personnel and ensure protection from theft, fire, pilferage, damage and loss of paints etc stored by him for the work.

3.3.0 SITE CLEANLINESS

3.3.1 During the course of work, scrap lumber with protruding nails, sharp edges etc and all the debris shall be kept cleared from working area, passage ways and stairs in and around site. Proper housekeeping is the responsibility of the contractor. Contractor shall deposit all the scrap, packing material, rubbish, unused and other materials at specified place.

3.3.2. The contractor shall provide necessary first aid facilities and safety appliances and outfit for all his employees, representatives and workman working at site.

3.4.0 GENERAL

3.4.1 The work covered under this specification requires the best quality of workmanship. The contractor should ensure timely completion of work. The contractor must have adequate quantity of tools, construction implements, equipments etc, in his possession. The contractor must also have on his rolls adequate, trained, qualified & experienced supervisory staff and skilled personnel.

3.4.2 The work shall be executed under the usual conditions and should not affect major power plant construction and in conjunction with numerous other operations at site. The contractor and his personnel shall co-operate with the personnel of other agencies and co-ordinate his work with others and proceed in a manner that shall not delay or hinder the progress of work as a whole.

3.4.3 All the work shall be carried out as per the instructions of BHEL Engineer. BHEL Engineers decision regarding the correctness of the work and method & sequence of working shall be final and binding the contractor.

3.4.4 All the necessary certificates and licenses wherever required to carryout this work are to be arranged by the contractor expeditiously at his cost.

3.4.5 Contractor is strictly prohibited from using the regular components like angles, channels, beams, plates, pipe/tubes and handrails etc for any temporary supporting or scaffolding works. Contractor shall arrange himself all such materials. In case of such misuse of BHEL materials, a sum as determined by BHEL Engineer will be recovered from contractor's bill. The decision of BHEL Engineer will be final and binding on the contractor.

GENERAL CONDITIONS OF CONTRACT**ANNEXURE - B****SECTION - IV
SPECIAL CONDITIONS****4.0 OBLIGATIONS OF THE CONTRACTOR(TOOLS,TACKLES,CONSUMABLES) ETC****4.1 TOOLS AND TACKLES AND MMDs**

4.1.1 Contractor is required to provide all necessary tools and plants, measuring instruments (elcometer etc) and handling equipments for this scope of work. BHEL will not provide any tools & plants for this work.

4.1.2 The contractor shall provide all the necessary scaffolding materials, temporary structures and necessary safety devices etc, during execution of the work.

4.1.3 Timely deployment of adequate quantity of T&P is the responsibility of the contractor. The contractor shall be prepared to augment the T&P at short notice to match the planned programme and to achieve the milestones.

4.2.0 CONSUMABLES

4.2.1 The contractor shall provide all consumables required for carrying out the work covered under this scope of work.

4.2.2 All consumables, to be procured and used for the work shall have prior approval of BHEL Engineer with regard to brand and quality specification.

4.3 ACCOMMODATION, DRINKING WATER & LOCAL TRANSPORTATION FOR THE LABOUR AND OTHER EMPLOYEES:

The contractor has to make his own arrangement for accommodation, drinking water, food, transportation etc. BHEL /client shall not provide any facility in this regard.

4.4.0 FIELD OFFICE

4.4.1 The contractor shall make his own arrangements for field office and stores for accommodating necessary equipments, tools room for execution of the work. Only open space will be provided by BHEL/ customer free of charges within the project premises as per the available of space.

4.4.2 On completion of work, all the temporary buildings, structures etc shall be dismantled and leveled and debris shall be removed as per instruction of BHEL by the contractor at his cost. In the event of his failure to do so, the same will be arranged to be removed and expenditure thereof will be recovered from the contractor. The decision of BHEL Engineer in this regard shall be final.

4.5.0 AREA LIGHTING

4.5.1 Contractor shall arrange adequate floodlights, hand lamps and area lighting. Provision of distribution lines for lighting is to the scope of the contractor with proper distribution boards, observing the safety rules laid down by the electrical authorities of the state shall be done by the contractor including all the materials like cables, fuses, switch boards etc.

4.6.0 CONSTRUCTION POWER & WATER

4.6.1 Power required for operating the power tool, compressed air etc are to arranged by contractor himself either by hiring the DG set (to contractor's cost) or may be provided by the site on chargeable basis. The contractor shall provide all necessary cables, fuses, switches, switchboards ,energy meters etc, and any other installation as specified by statutory authority in this regard for further drawl of power. Obtaining approvals/clearance of such installations, prior to their being put to use or as may be specified, shall be the responsibility of the contractor.

4.6.2 It shall be responsibility of the contractor to provide, maintain the complete installation on the load side of the supply with due regard to the safety requirements at site. All cabling and installations shall comply in all respects with the appropriate statutory requirements.

- 4.6.3** Construction / drinking water to be arranged by the contractor themselves. Extension of lines, if any, as required and other arrangements will also be the responsibility of the contractor..
- 4.7** **CONTRACTOR SHALL AUGMENT HIS RESOURCES SO AS TO MEET THE PROGRAMME OF COMPLETION CONVEYED FROM TIME TO TIME DURING EXECUTION OF WORK.**
- 4.8** **\RESPONSIBILITIES WITH REGARD TO LABOUR EMPLOYMENT ETC.**
Refer clauses in General Conditions of Contract also in this regard.
- 4.8.1** Contractor shall also comply with the requirements of local authorities/project authorities calling for verification of antecedents of workman, staff etc.
- 4.8.2** BHEL/customer may insist for witnessing the regular payment to the labour. They may also wish to verify the relevant records for compliance with statutory requirements. Contractor shall enable such facilities to BHEL/customer.
- 4.8.3** It is the responsibility of the contractor to arrange gate pass for all his employees, T&P etc. for entering the project premises. Necessary coordination with customer officials is the responsibility of the contractor. Contractor has to follow all the procedures laid down by the customer for making gate passes. Where permitted, by customer/BHEL, to work beyond normal working hours, the contractor shall arrange necessary work permits for working beyond normal working hours.
- 4.9** **OTHER IMPORTANT TERMS AND CONDITIONS**
- 4.9.1** **SUBMISSION OF PERIODICAL REPORTS**
Contractor shall submit periodical reports in respect of following aspects of operation:
1. Manpower reports-daily
 2. Progress reports-daily
 3. Record of wages payment, of remittances etc.
 4. Record of materials utilized.
 5. Calibration reports of instruments
 6. Accident report (if any) within 24 hrs.
- BHEL ENGINEER AT SITE WILL INFORM FORMATS FOR THE REPORTS.
- 4.10.1** The scope of work under this contract is deemed to be complete only when so certified by the Engineer Incharge of BHEL.

GENERAL CONDITIONS OF CONTRACT**ANNEXURE - B****SECTION - V
SPECIAL CONDITIONS OF CONTRACT**

- 5.0 CONTRACTOR'S OBLIGATION WITH REGARD TO EMPLOYMENT OF SUPERVISORY STAFF AND WORKMAN**
- 5.1 SUPERVISORY STAFF AND LABOUR**
- 5.1.1** The Contractor shall supply all the skilled/unskilled labour for the work. 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 he is found to be unsuitable and the Contractor shall forthwith remove him.
- 5.1.2** It is the responsibility of the Contractor to engage his workmen in shifts and or on overtime basis for achieving the target set by BHEL. This target may be set to suit BHEL's commitments to its customer or to advance date of completion of events or due to other reasons. The decision of BHEL in regard to setting the targets will be final and binding on the Contractor.
- 5.1.3** Contractor shall employ only qualified and experienced engrs/supervisors for this job. They shall have professional approach in executing the work having adequate knowledge and experience in the fields. Contractor shall give an org chart indicating the staffing pattern.
- 5.2 INDUSTRIAL RELATIONS AND LABOUR LAWS**
- 5.2.1** An industrial relations Supervisor shall coordinate for the implementation of local labour laws, maintenance of records as required by contract labour (regulation and abolition act) and also coordinate with the local labour authorities. Contractor has to ensure minimum wages payment to their labours as per the rule of the state and they have to produce documentary evidence to that effect to BHEL.
- 5.2.2** Contractor shall provide the names and details of Engineer/Supervisors at the time of mobilization to BHEL as per the proposed organization chart.
- 5.2.3** In case, at any time the contractor is not in a position to deploy the required Engineers/ Supervisors due to any reason, BHEL shall have option to deploy their Engineers/ Supervisors. The expenditure incurred with overheads on this account will be recovered from the contractor's bills.
- 5.2.4** The contractor's Supervisory Staff shall execute the work in the most substantial and workmanlike manner in the stipulated time. Accuracy of work and aesthetic finish are essential part of this contract. They shall be responsible to ensure that the assembly and workmanship confirm to dimensions and tolerances given in the drawings/instructions given by BHEL Engineer from time to time.
- 5.2.5** The Supervisory staff employed by the contractor shall ensure proper outturn work and discipline on the part of the labour put on the job by the contractor and in general, see that the works are carried out in a safe and proper manner and in coordination with other labour and staff employed directly by BHEL or BHEL's Client.
- 5.2.6** Contractor shall comply with PF/ESI regulations
- 5.2.7** The contractor shall obtain independent Labour License under the Contract Labour regulation And abolition Act) from the concerned.
- 5.2.8** The contractor shall pay for all taxes, fees, license charges, local body clearance, duties, tools, royalty, commissions and other charges, Gate passes which may be leviable on account of his operation in executing the contract. In case BHEL is forced to make any such payments, BHEL shall have the right to recover the same from Contractor's bills.

Annexure-P

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List of BHEL Approved Paint Suppliers**Applicable for Red Oxide Zinc Phosphate Primer Paint (to IS:12744 ALKYD)**

- 1 M/s Asian Paint (I)Ltd
- 2 M/s Berger Paints (I) Ltd
- 3 M/s Bombay Paints Ltd
- 4 M/s Goodlass & Nerolac Paints Ltd
- 5 M/s Jenson & Nicholson (I)Ltd
- 6 M/s Shalimar Paints Ltd
- 7 M/s Wipco (P) Ltd
- 8 M/s Sundaram Paints
- 9 M/s Nova Paints

PRE QUALIFYING CRITERIA			
ANNEXURE – Q		Page: 1 / 1	
S.NO.	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Name and Description of qualifying criteria	Page No. of the supporting document
A	FINANCIAL CRITERIA		
	Average Financial turnover (Audited) of Rs 27.53 Lakhs or more over last three Financial Years ending last 31 st March of 2011 (FY) i.e. 2008-2009, 2009-2010 & 2010-11	(Copy of financial audited statement to be submitted) Fill-up the fig. in Rs.Lakhs	
	turnover in 2008-09		
	turnover in 2009-10		
	turnover in 2010-11		
	Average Turnover in Last three Financial years		
B	TECHNICAL CRITERIA		
	Bidder must have executed in last seven years as on 31-July-2012 , any one of the following		
C	EXPERIENCE		
	Bidder should have carried out Painting Contract OR similar work (Similar works means contracts (with or without involvement of Painting) of Fabrication / Erection / R&M in Any Power Plant / Chemical Industries / Shipping / Any-Other Similar Industrial structures with Turnover as detailed in clause "D" below)	Supporting documents (1) copies of successfully completed Contract (work order along with Rate Schedule Description is preferred). And (2a) Work completion Certificate issued by contractee for the above works OR (2b) Copies of Final Bill paid for the above work	
D	Eligibility	Indicate Value in Rs. Lakhs	
D1	Out of the above contracts, In the last seven years ending 31-July-2012 , the completed value of purchase order should have been morethan Rs. 36.71 Lakhs (per individual contract) in three similar completed works		
D2	Out of the above contracts, In the last seven years ending 31-July-2012 , the completed value of purchase order should have been morethan Rs. 45.89 Lakhs (per individual contract) In two similar completed works		
D3	Out of the above contracts, In the last seven years ending 31-July-2012 , the completed value of purchase order should have been morethan Rs. 73.42 Lakhs (per individual contract) In one similar completed works		
Note	1. If document (1) above is submitted, it shall be supported by (2a) or (2b) 2. If documents (2a) alone is submitted, it is acceptable, provided the certificate is having the clear description of work, time of execution of work and financial value of work completed		

APPENDIX – III

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(To be filled by Tenderer and submitted along with Tender document)

S.No.	PARTICULARS	YES/NO	Data
01	SERVICE TAX		
a.	Service Tax Registration No. of Tenderer (copy to be enclosed)		
b.	Issue of Service Tax Invoice as per Rule 9 of Cenvat Credit rules 2004		
c.	Whether Tenderer is taking Service Tax Credit for their Inputs		
d.	Under which Service Head is Service provided		
e.	If Service Tax is Exempted, furnish reasons		
f.	BHEL Service Tax Registration No. (To indicate in your Invoice) : AACB/4146/PST/008		
02	INCOME TAX		
a.	PAN No. of Tenderer		
b.	If Exempted, furnish exemption Certificate		
c.	PAN No. of BHEL	: AAACB/4146/P	
03	Works Contracts Service Tax		
a.	CST Registration No.		
b.	VAT Registration No.		
c.	Whether Tenderer is availing VAT credit		
d.	If Yes, furnish Reasons		
	NOTE :		
	1. Rates Quoted shall be clearly indicated that they are INCLUSIVE of all Taxes & Duties except service tax . The Contractor has to issue invoice accordingly. Also refer clause 18.6 of Tender Notice regarding Taxes & Duties		
	2. Payment will be made only through e-payment to your account. Payment through Cheque / DD payment will not be made by BHEL.		
Agreed to the Above Conditions			
Signature of the Tenderer			

OFFER OF CONTRACTOR**To**

The Additional General Manager (Contracts)/OS,
 Bharat Heavy Electricals Limited,
 Boiler Auxiliaries Plant,
 Indira Gandhi Industrial Complex,
 RANIPET –632 406, (TAMIL NADU).

Sir,

I/We hereby offer to carry out the work detailed in the Tender Specification NO. **BAP:OS: PAINTING - AT- VIZAG: 12-13/01 (Annexure-S)**, issued by M/s. Bharat Heavy Electricals Limited, Boiler Auxiliaries Plant, Ranipet in accordance with the terms and conditions thereof:

I/ we have carefully pursued the following documents connected with the above work and agree to abide by the same.

- a. General terms and conditions of work Annexure-B (SEC – I & II)
- b. Special conditions of Contract for Painting works Annexure-B (SEC – III, IV & V)
- c. Tender Specification no. BAP:OS:PAINTING-AT-VIZAG:12-13/01(Annexure-S)
- d. Other sections, appendices and schedules.

I/We have deposited / forwarded herewith the Earnest Money Deposit in the form prescribed and as stipulated in Clause No.1.4. of the General Conditions of Contract for Works towards the Earnest Money Deposit for a sum of **Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand only)** vide Demand Draft No.....dt..... 2012 which shall be refunded should our offer not be accepted. Should our offer be accepted, I/We further agree to deposit such additional sum, within the stipulated time as may be indicated by BHEL, which along with the sum of **Rs.1,50,000/-** mentioned above, shall make up the Security Deposit for the work as provided for in clause 1.8 of the General Conditions of Contract for Works.

I/We further agree to execute all the works referred to in the said documents upon the terms and conditions contained or referred to therein and as indicated in the Annexure enclosed thereto.

SIGNATURE OF TENDERER :

Place:
 Date :

ADDRESS :

WITNESSES WITH FULL ADDRESS

SIGNATURE	NAME	ADDRESS
1)		
2)		
3)		

ANNEXURE TO TENDER FOR RE-PAINTING AS PER SPECIFICATION NO. BAP:OS:PAINTING-AT-VIZAG:12-13/01 CHECK LIST			Page: 1 / 1
	Tenderers are required to fill in the following details:		
1.a	Name of the Tenderer With address		
1.b	Nature of Firm	Private / Partnership / Limited / PSU / Govt	
2	Whether EMD submitted as per tender Specification Terms and conditions	YES / NO	
3	Validity of offer (offer shall be kept valid for acceptance for a period of minimum 120 days)	YES / NO	
4	Whether tenderer visited the erection Site and acquainted with Site Conditions before quoting	YES / NO	
5	Whether the following details are furnished.		
5.a	Previous Experience.	YES / NO	
5.b	Financial status of the Company	YES / NO	
5.c	In case of Company, proof of registration of the Company	YES / NO	
5.d	Memorandum and Articles of Association of Company / copy of Partnership Deed.	YES / NO	
5.e	Profit and Loss Account For the current Year.	YES / NO	
5.f	Balance sheet for the last three years	YES / NO	
5.g	Solvency Certificate from a Nationalized Bank	YES / NO	
5.h	Power of Attorney of the person signing the tender duly attested by a Notary Public	YES / NO	
5.i	EPF registration No. (with a copy of certificate)	YES / NO	
5.j	Service Tax registration No. (with a copy of certificate)	YES / NO	
5.k	Rate quoted for all the four Rate schedules given in the Price bid.	YES / NO	
6	Whether the Tenderer is conversant with local labour laws and conditions	YES / NO	
7	Whether the tenderer is aware of all safety Rules and codes	YES / NO	
8	Whether the declaration sheet is filled	YES / NO	
9	Whether all the pages are read, understood and signed	YES / NO	
		SIGNATURE OF TENDERER	
	NOTE : The Tenderers are requested to peruse the Tender Specification terms and conditions carefully and furnish the above information also in detail as required.		

Pge: 1 / 1

CERTIFICATE OF NO DEVIATION

(ANNEXURE TO TENDER FOR RE-PAINTING AS PER SPECIFICATION NO. BAP:OS:PAINTING-AT-VIZAG:12-13/01)

I / Weof M/s

hereby certify that there is no deviation from the Tender conditions either technical or commercial and I am / We are agreeing to all the terms and conditions mentioned in the Tender Specification.

Date :

SIGNATURE OF THE TENDERER

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DECLARATION SHEET

(ANNEXURE TO TENDER FOR RE-PAINTING AS PER SPECIFICATION NO. BAP:OS:PAINTING-AT-VIZAG:12-13/01)

I, hereby certify that all the information and data furnished by me with regard to this Tender Specification No. BAP:OS:PAINTING-AT-VIZAG:12-13/01 (Annexure-S) are true and complete to the best of my knowledge. I have gone through the specification, conditions and stipulations in detail and agree to comply with the requirements and intent of specifications. Further certify that I am duly authorized representative of the under mentioned tenderer and a valid power of Attorney to this effect is also enclosed.

TENDERER'S NAME AND ADDRESS:**AUTHORISED REPRESENTATIVE'S SIGNATURE
WITH NAME AND ADDRESS**

FINANCIAL VIABILITY

(ANNEXURE TO TENDER FOR RE-PAINTING AS PER SPECIFICATION NO. BAP:OS:PAINTING-AT-VIZAG:12-13/01)

1. **Owner's Capital in the business**
(In case of Partnership please : Rs.
Mention percentage of shares and
Amount)
2. **Quantum of business done during : Rs.**
Last three financial years.
 - 1.
 - 2.
 - 3.
3. **Value of Fixed Assets of the : Rs**
business in last three years
 - 1.
 - 2.
 - 3.
4. **Guarantee limits (if any) : Rs.**
Enjoyed by the firm
5. **Overdraft limits (if any) : Rs.**
Enjoyed by the firm
6. **Income Tax paid during the last
three Years : Rs.**
7. **Please state whether audited :
profit and Loss Account and
Balance Sheet for last 3 Years
and Solvency Certificate are
Enclosed.**

Signature of the Tenderer

ANNEXURE-S 3 Pages	
Technical specification : BAP:OS:PAINTING-AT-VIZAG:12-13/01 (To be submitted along with Techno Commercial Bid)	
Scope of work for the Re-painting to be carried out on ESP Components available at HNPCL-Site.	
1	Contractor's Scope: Total SURFACE AREA to be repainted of the ESP component at the project site is 46123 Sq.Mtr., (ie. 70% of the total surface area of 65890 Sq.Mtr) at HNPL-Vizag-site. - The portion of the surface area to be painted will be allocated by our BHEL/BHEL authorized agency at site and BHEL/BHEL authorized agency will identify the items with unique number (Unit-No., PGMA, DU, QTY) for the items to be re-worked. - The outer surface area of the ESP Components are to be painted. The name of the sub assemblies of the said ESP components are . Hopper Lower Part, Hopper Middle & Upper Part, Insulator Supp Panels, Insulator Supp Panels, Casing wall Panels, EP Inlet & Outlet Funnels of Unit-1 & 2 (2X520 MW), HNPCL-Vizag-site (WO R545 & R546) - The re-painted jobs are to be stenciled as recommended by BHEL/BHEL authorized agency, within the quoted rate
2	Scope includes
2.1	Surface preparation shall be carried out through manual cleaning to st.2 (ref. PRQA-590) on the area to be painted as follows - Manual / Hand tool cleaning consisting of the following - Hand descaling and/or hammering - Hand Scrapping - Hand wire Brushing - Rust, Mill scale spatters, old-coating and other foreign matters, shall be removed by hammering, scrapping tools, emery paper cleaning, wire brushing or combination of above methods. On completion of cleaning, loose material shall be removed from the surface by clean rags and the surface shall be brushed, swept, de-dusted and blown off with compressed air to remove all loose matter. Finally the surface may be washed with water and dried for effective cleaning.
2.2	The surface cleaned job to be offered for stage inspection to BHEL/BHEL authorized agency and further painting can be taken up only after due clearance from to BHEL/BHEL authorized agency.
2.3	The paints are to be approved by BHEL/BHEL authorized agency stationed in site . Relevant (a) Test certificate (b) Data sheet (c) Invoice with Batch No (d) Correlation of IS-Standard (e) correlation of Batch with Invoice for the Paints to be submitted (wherever available) to BHEL/BHEL authorized agency, who will issue approval for using of the said paint. Contractor have to subject sample of the paints for testing at NABL approved lab (sample lot will be decided by BHEL) with cost to contractor.
2.4	Painting with One coat to thickness of 30 Microns of Red Oxide Zinc Phosphate Primer Paint to IS-12744 ALKYD with procurement of Paint and Thinner to contractor's scope. The Paint is to be procured by the contractor from BHEL- approved vendors only as in Annexure-P
2.5	The painting areas in Sq.Mtr of ESP Components are tabulated hereunder. This will be used for calculating the work-done and for Billing and Payment . As some of the jobs could be added/deleted to the scope of painting and quantum of painting area will vary and BHEL decision is final.

Sl	Name of the Job to be painted (PG-Desc)	JOB-Code (PGMA)	UNIT-I		UNIT-II	
			WT (MT)	Total Area required to Paint (Sq.Mtr)	Name of the Job to be painted (PG-Desc)	JOB-Code (PGMA)
1	Hopper Lower Part	79-744	364	6322	364	6322
2	Hopper Middle & Upper Part	79-745	544	9882	544	9882
3	Insulator Supp Panels	79-746	98	1545	98	1545
4	Insulator Supp Panels	79-747	134	2490	134	2490
5	Casing wall Panels	79-749	583	9154	583	9154
6	EP Inlet & Outlet Funnels	79-750	197	3552	197	3552
		Total	1920	32945	1920	32945
	Total surface area Sq. Mtr					65890
	Area to be painted is appx. 70% of the total surface area in Sq.Mtr which works to					46123
2.6	Out of the 46123 Sq.Mtr ie. The area to be painted, 95% is already erected and the height of the structure to be painted is nearly 27 Mtrs. Scope includes providing of scaffolding also.					
2.7	Scaffolding may be available at the site, for some portion. The repainting contractor may be permitted to use the same at no extra cost. Rate under PA03 will not be paid for the area where existing scaffolding is used. Payment for scaffolding will be paid only for the portion, where your scaffolding is installed.					
2.8	Arrangement of Compressed air, Tools and accessories (including brushes, painting brushes, cleaning material & devices) - to contractor's scope. Charges for Elec. Power, Comp. Air, Water , all other facilities and other utility to be borne by supplier.					
2.9	Material handling facility (of jobs yet-to-be-erected) is in contractors scope					
2.10	It may be noted that BHEL shall not provide any paint, wire brushes, painting brushes, cleaning material and devices, scaffoldings, cranes , trailers / trucks / tractors , tools, power, Compressed air, water for execution of work. All required resources are to be arranged by tenderer only.					
2.11	Sufficient Labour with supervisory staff to be arranged for the below detailed scope of work to contractors scope, so as to complete the job within 3 months of receipt of LOI/PO. Stay , accommodation, transport, food and incidental to contractor's scope.					
2.12	Labour licence (Central / State Government) should be submitted before commencement of work.					
2.13	Providing of safety equipments to the labours (including Helmet, Safety Belt, Goggles, Hand Gloves, Safety Boot etc) is to contractor's scope and must be strictly adhered to HNPCL-vizag site condition Insurance of Men & Material and Security for their material in contractor's scope. Contrcator have to comply with all Plant Safety Rules & Statutory requirement and safety precautions for labour engaged in the process.					
2.14	The contractor shall comply with all State/Central Laws, Statutory Rules, Regulations etc. inclusive of those regarding Labour and Industrial Laws which are applicable from time to time and shall comply with the provision of the same Labour Legislation, Rules and Regulations framed under the provision of Employees' Provident Fund and Miscellaneous Provision Act 1952, ESI registration, Labour License etc.					
2.15	The contractor shall comply with any other statutory requirements/acts of the State & central govt mentioned/not mentioned elsewhere in the tender.					

2.16	A separate register is to be maintained for painting works and for taking signature of BHEL'S Engineer during stage inspection. The tenderer shall arrange to print all materials management forms, daily labour progress reports, and all other forms & reports etc., as indicated / instructed by BHEL and customer's HSE plan and project site rules.
2.17	The work shall be carried out as per instructions of BHEL Engineer at site and to the complete satisfaction of M/s HNPCL & our Resident Engr.
2.18	The contractor shall maintain register for recording the daily progress w.r.t the surface area cleaning and painting done (with a break-up between Erected and Non-Erected quantum matching the certified surface area drawn from GMS) and submit for approval of BHEL/QCI
2.19	After completion of painting, final clearance will be given subject to compliance of the above requirement.
2.20	Being a Short-time contract, in case of non-performance OR under performance of the contractor, BHEL have the right to engage alternate contractor for completion of the job at the cost and risk of the non/under performing contractor, without issuance of any notice. BHEL decision is final in all respect.
2.21	Offer job for inspection to BHEL/QC . This Inspection Report copy is required to be attached for claiming payment with respective invoice.
2.22	The tenderer shall visit the site of work before quoting for this work and take note of the site conditions. The tenderer shall also acquire knowledge of prevailing rules and regulations of M/s HNPCL, Health, Environment and Safety (HSE) procedures, project site rules , prevailing labour laws enforced by local authorities, labour regulations, movement of labour / vehicles inside the plant area, time keeping systems etc., in force and other local political conditions before submission of offer. No payment shall be made extra for not having adequate knowledge about the site conditions or for any extra work on the account of existing site constraints.
2.23	Recovery of TDS on Works contracts Sales will be applicable as per governing laws Recovery of TDS on IncomeTax will also be applicable as per Income Tax act. The Necessary certificates as applicable for recovery of income tax and WCSales Tax will be given by BHEL.
2.24	PO qty will be subject to amendment (increase / Decrease)
2.25	We are aware that there will be variation in the quantum of surface area already Erected and Not-Erected and we accept to hold the same price without any change
2.26	We are aware that the Rates/Sq.Mtr are Quoted after having understood the site condition of the jobs to be painted
2.27	The Rates are Quoted exclusively for this scope of work. And delivery performance of this tender will not be affected due to our other Pending/future order
2.28	All the Statutory requirements under Minimum Wages Act, 1948, Payment of Wages Act, 1936, Workmen Compensation Act, 1923, EPF & MP Act, 1952, Payment of Gratuity Act, 1972. ESI Act, 1948. The Contract Labour (R&A) Act, 1970, Payment of Bonus Act, 1965, Income Tax, Service Tax Act and all other applicable Acts shall be complied with by the contractor.
2.29	All the Statutory requirement of Andrapradesh, where the work is to be performed is also to be abided with. And the Rules and Regulations/Procedure of the Power Project Site (ie. M/s HNPCL, Vizag) are also required to be met with.

We agree and confirm for all the details specified in the Annexure-S and quoted accordingly.

Signature of Tenderer with Date and Seal

Tender No. : **652010E dated 16-Aug-2012**

TECHNO COMMERCIAL BID (PART-I) Page 1 of 3			
ENQ.No. :	652010E	Offer Ref :	
Enq. Dated.	16-Aug-2012	Offer Date:	
Due on	16-Sep-2012	Offer is Valid up to:	120 Days
A1	Name & address		
A2	Contact person's Name -		
	Designation		
	Phone Nos. - Office		
	Mobile Phone no. No(s)		
	Email ID(s)		
A3	PF Code:		
A4	ESI Code		
A5	Labour Licence & Validity		
A6	(If submitted for renewal copy of acknowledgement is to be enclosed)		
A7	PAN No (copy to be enclosed)		
A8	Contractor code No. (BHEL issued No.)		
A9	Service Tax No. (copy to be enclosed)		
A10	EXPERIENCE		
	1. Work details 2. Value of work 3. Year/s in work executed 4. Customer Name 5. Turnover	Copy of contract along with tabulation showing cumulative details as called for in Annexure-Q	
A11	Earnest Money Deposit : EMD		
	Demand Draft No.	Date	Amount Rs.
	To be drawn on SBI, M.R.PURAM BRANCH, Ranipet		

Date:

Place

**Signature of Tenderer with Date & Seal
And Name and Designation**

Tender No. : **652010E dated 16-Aug-2012**

TECHNO COMMERCIAL BID (PART-I) Page 2 of 3				
SI-No	RS-NO	Rate Schedule Description	Qty of Area to be Re-Painted	Rate per Sq Mtr.
1	PA01	Re-painting of ESP component (after manual cleaning/hand tool cleaning to st.2 (ref. PRQA-590) for removal of existing paint / rust under as is where is condition) with Single coat to a total thickness of 30 Microns of Red Oxide Zinc Phosphate Primer Paint to IS12744 ALKYD, of ESP component which are YET-TO-BE-ERECTED in the Power Plant Assembly at HNPCL-Vizag-site (WO R545 & R546). as per Technical Specification as in Annexure-S including stenciling the work-order details .The Jobs to be Painted are available on the floor in the Stores-yard of the project site Or nearer to the assembly.	2323 Sq.Mtr	Quoted in the Price Bid
2	PA02	Re-painting of ESP component (after manual cleaning/hand tool cleaning to st.2 for removal of existing paint / rust under as is where is condition) with Single coat to a total thickness of 30 Microns of Red Oxide Zinc Phosphate Primer Paint to IS12744 ALKYD, of ESP component which are ALREADY ERECTED in the Power Plant Assembly at HNPCL-Vizag-site (WO R545 & R546). as per Technical specification as in Annexure-S including stenciling the work-order details. The jobs to be painted are available at various heights upto 27 Mtr – (Excluding the rate of Scaffolding and the rate for Scaffolding is to be quoted in RS-No. PA03).	43800 Sq.Mtr	Quoted in the Price Bid
3	PA03	Rate of Scaffolding for the scope of work covered in RS-No. PA02	43800 Sq.Mtr	Quoted in the Price Bid
4	PA04 (ST)	Service Tax at the rate of _____.____ % (Fill here itself) is payable extra on the above quoted rate (refer to the terms as in Cl. 18.6 of Tender Notice under Page 4 of tender document.		
NOTE: Rates are to be quoted for all the above Rate Schedules in the Price Bid(Part-II). Your offer will be rejected, if rates are not quoted for all the above PA01, PA02, PA03 and PA04 Rate Schedules.				

We have quoted for all the above Four Rate schedules in the Price Bid (Part-II)

Date:
Place**Signature of Tenderer with Date & Seal
And Name and Designation**

Tender No. : **652010E dated 16-Aug-2012**

TECHNO COMMERCIAL BID (PART-I) Page 3 of 3			
B	Acceptance Criteria	Accepted Yes / No	If "Not Accepted"-Your Remarks
B1	Adherence to Technical Specification as per Annexure-S The tenderer shall sign the copy of Annexure-S and submit the same along with this Techno-Commercial bid. The Techno-commercial bid received without Annexure-S is liable for rejection.	Yes / No	
B2	Payment term - All payments for the works completed shall be paid to the contractor twice in a month based on bills raised by the contractor and certified by QA-official/Resident-Engineer (deputed from BHEL/BAP/Ranipet) at site. Payment will be made for 90% within a period of 45 days from the date of submission of bills along with all the enclosures as called for by BHEL. Payment will be through e-payment (through electronic fund transfer (EFT) / RTGS) only. Balance 10% after completion of PO qty (Bank charges to contractor's account)	Yes / No	
B3	Security Deposit to be submitted in line with cl. 1.8 of Annexure-B Section-I	Yes / No	
B4	FIRM price Till completion of the Ordered qty	Yes / No	
B5	Delivery Period –shall be completed within 3 Month from date of PO	Yes / No	
B6	Liquidated Damages / Penalty Clause at the rate of ½ % of the value of the undelivered portion of supplies for each week or part thereof will be levied subject to a maximum of 10%	Yes / No	
B7	Risk Purchase clause as referred in Cl. 18.9 of page 5 of this tender is acceptable (Mandatory condition) Since this is a time bound work, to be completed prior to assembling of other-items in the power plant any delay beyond the committed date is NOT ACCEPTABLE and In case of delay in the execution of the job in the opinion of BHEL, BHEL reserves the right to release PO on the alternate sources at the cost and Risk of the defaulted contractor without issual of advance intimation	Yes / No	
B8	Acceptance for submission of the Test Certificates for the material Procured and Used and Test cert of sample (of Paints tested at NABL approved Lab)	Yes / No	
B9	Deviation statement (for the deviation taken if any in the Tender condition) is enclosed.	Yes / No	
B10	We hereby confirm our willingness and capability to the above scope of work	Yes / No	

Date:

Place

**Signature of Tenderer with Date & Seal
And Name and Designation**

Tender No. : **652010E dated 16-Aug-2012**

PRICE BID (Part-II)					
(Page: 01 /02)					
Rate Sch No.	Rate Schedule Description	Qty.	Unit	Rate per Sq.Mtr. in Rs.	Total Value in Rs.
PA01	Re-painting of ESP component (after manual cleaning/hand tool cleaning to st.2 (ref. PRQA-590) for removal of existing paint / rust under as is where is condition) with Single coat to a total thickness of 30 Microns of Red Oxide Zinc Phosphate Primer Paint to IS12744 ALKYD, of ESP component which are YET-TO-BE-ERECTED in the Power Plant Assembly at HNPCL-Vizag-site (WO R545 & R546). as per Technical Specification as in Annexure-S including stenciling the work-order details .The Jobs to be Painted are available on the floor in the Stores-yard of the project site Or nearer to the assembly	2323	Sq.Mtr		
	Rate in Words				
PA02	Re-painting of ESP component (after manual cleaning/hand tool cleaning to st.2 (ref. PRQA-590) for removal of existing paint / rust under as is where is condition) with Single coat to a total thickness of 30 Microns of Red Oxide Zinc Phosphate Primer Paint to IS12744 ALKYD, of ESP component which are ALREADY ERECTED in the Power Plant Assembly at HNPCL-Vizag-site (WO R545 & R546). as per Technical specification as in Annexure-S including stenciling the work-order details. The jobs to be painted are available at various heights upto 27 Mtr –(Excluding the rate of Scaffolding and the rate for Scaffolding is to be quoted in RS-No. PA03).	43800	Sq.Mtr		
	Rate in Words				
PA03	Rate of Scaffolding for the scope of work covered in RS-No. PA02	43800	Sq.Mtr		
	Rate in Words				

PRICE BID (Part-II)		Page 02/02
Rate Sch No.	Rate Schedule Description	Rate in %
PA04 (ST)	Indicate the rate of the Service Tax, which is payable extra on the above quoted rate (refer to the terms as in Cl. 18.6 under Page 4 of this tender document. This rate should be same as already indicated under cl.11 of Techno-Commercial-BID)	_____.
	Grand Total Rs.	

NOTE:

1. Rates are to be quoted for all the above Four Rate Schedules, else your offer will be REJECTED.
2. Quantity indicated is only estimated and is subject to variation
3. Ranking of offers will be done on total value quoted for Rate Schedule No. PA01, PA02, PA03 and PA04
4. Ordering will be done on a Single vendor for the total scope of work
5. Rates should be quoted in figures and words and are to be identical. There should not be any corrections/over writing in price bid, in case of difference between the rate projected in numerals and in words, the rate projected in words will prevail.
6. Scaffolding may be available at the site, for some portion. The repainting contractor may be permitted to use the same at no extra cost. Rate under PA03 will not be paid for the area where existing scaffolding is used. Payment for scaffolding will be paid only for the portion, where your scaffolding is installed. The rate quoted should be kept firm and valid until completion of the purchase order and no other charges payable by BHEL under any circumstances
7. The rate shall include for the scope of work detailed in Annexure-S

Date:

Place:

***Signature of Tenderer with Date & Seal
And Name and Designation***