

TENDER SPECIFICATION

No. BHE/PW/PUR/WR-SG/902

FOR

PROVIDING SUITABLE STRAND JACKS AND ASSOCIATED EQUIPMENTS WITH
REQUIRED MAN POWER FOR SMOOTH OPERATION OF THE EQUIPMENT &
LIFTING OF THE BOILER DRUMS.

AT

VARIOUS SITES IN BHEL POWER SECTOR WESTERN REGION

M.P., CHHATTISGARH, MAHARASTRA, GUJARAT, GOA

PART: I - TECHNICAL BID



BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

POWER SECTOR - WESTERN REGION

345, KINGSWAY - NAGPUR 440 001

CONTENTS

SN	DESCRIPTION	SECTION NO.	NO. OF PAGES
01	TENDER ISSUE DETAILS	N.A.	01
02	PROJECT INFORMATION	N.A.	05
03	TENDER SUBMISSION PROCEDURE	N.A.	01
04	CHECK LIST	N.A.	02
05	DECLARATION	N.A.	01
06	NO DEVIATION CERTIFICATE	N.A.	01
07	GENERAL CONDITIONS OF CONTRACT		\$
08	KNOWLEDGE ABOUT SITE	N.A.	01
09	OFFER OF CONTRACTOR	SECTION -3	04

SPECIAL CONDITIONS OF CONTRACT:

09	SCOPE OF WORK	SECTION -4	02
10	OBLIGATIONS OF THE CONTRACTOR (TOOLS AND TACKLES, CONSUMABLES, INFRASTRUCTURES ETC.)	SECTION -5	01
11	OBLIGATIONS OF THE CONTRACTOR (EMPLOYMENT OF SUPERVISORY STAFF AND WORKMEN)	SECTION -6	01
12	OBLIGATIONS OF BHEL	SECTION -7	01
13	SOCIAL ACCOUNTABILITY	SECTION -8	01
14	TAXES AND DUTIES	SECTION -9	02
15	OTHER TERMS AND CONDITION	SECTION -10	02
16	TIME SCHEDULE, PRICE VARIATION ETC	SECTION -11	01
17	TERMS OF PAYMENT	SECTION -12	01
18	EXTRA CHARGES FOR MODIFICATION AND RECTIFICATION	SECTION -13	01
19	INSURANCE	SECTION -14	01

20	EARNEST MONEY DEPOSIT AND SECURITY DEPOSIT	SECTION-15	01
21	SUSPENSION OF BUSINESS DEALINGS	SECTION-16	01

LEGEND:

§: Attached at the end of hard copy of Tender Specifications Part-I. Hosted in BHEL web page (www.bhel.com) as file titled “**GCC-SG-902**”.

@: Issued as separate hard copy booklet ‘Tender Specifications Part-II -Price Bid’. Hosted in BHEL web page (www.bhel.com) as files titled “**PRICE BID-SG-902**”

Note:

Rest of the tender documents are included in Tender Specifications Part-I. Hosted in BHEL web page (www.bhel.com) as file titled “**TECH BID-SG-902**”

BHARAT HEAVY ELECTRICALS LIMITED
(A Govt. of India Undertaking)
POWER SECTOR - WESTERN REGION
345, KINGS WAY - NAGPUR 440 001
NO.BHE/PW/PUR/WR-SG/902

FOR

**PROVIDING SUITABLE STRAND JACKS AND ASSOCIATED EQUIPMENTS WITH
REQUIRED MAN POWER FOR SMOOTH OPERATION OF THE EQUIPMENT &
LIFTING OF THE BOILER DRUMS.**

AT

VARIOUS SITES IN BHEL POWER SECTOR WESTERN REGION

M.P., CHHATTISGARH, MAHARASTRA, GUJARAT, GOA

EARNEST MONEY DEPOSIT: **Rupees 1.5 Lakhs**
LAST DATE FOR Please obtain updated information from web page
TENDER SUBMISSION: "<http://www.bhel.com>" → Tender Notifications → View Corrigendum.

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

M/s.

.....
PLEASE NOTE:
THESE TENDER SPECS DOCUMENTS ARE NOT TRANSFERABLE.

For Bharat Heavy Electricals Limited

AGM (Purchase)
Place: Nagpur
Date:

PROJECT INFORMATION

1.0	Project Information
	<p>BHARAT HEAVY ELECTRICALS LIMITED (BHEL) IS GOVERNMENT OF INDIA UNDERTAKING "A NAVARATHNA COMPANY" AMONGST PUBLIC SECTOR COMPANIES IN INDIA. BHEL IS ONE OF THE LARGEST PSU IN THE FIELD OF ENGINEERING, DESIGN, MANUFACTURING, SUPPLYING AND ERECTION & COMMISSIONING OF POWER PLANTS IN THE COUNTRY AND ABROAD.</p> <p>INTENT OF THIS TENDER IS TO FINALIZE A RATE CONTRACT FOR PROVIDING SERVICES ON TURNKEY BASIS FOR UNLOADING FROM TRAILER/CARRIER, LIFTING & SHIFTING AND PLACEMENT OF GENERATOR STATOR ON ITS FOUNDATION BY MEANS OF STRAND & JACK METHOD AT VARIOUS POWER PROJECTS IN INDIA MAINLY IN THE STATES OF MADHYAPRADESH, CHHATTISGARH, MAHARASTRA, GUJARAT,GOA</p>

1.0	DAINIK BHASKAR POWER LTD (DBPL)
1.1	<p>INTROUCTION</p> <p>DAINIK BHASKAR POWER LTD (DBPL) is going to install 2X600MW Coal Based Thermal Power Plant at Baradarha in Janjgir – Champa District in Chhattisgarh state, India. BHEL have been awarded BTG Package comprising of Design, Engineering, Manufacturing, Testing at works, Supply, Transportation, Storage and Handling at site, Erection, Testing, Commissioning, and Performance Guarantee Testing alongwith comprehensive MCE insurance (Transit, Storage, Erection, Testing and Commissioning) of Both Units and handing over of the project within 42 months from zero date / 24.06.2010.</p> <p>Site information</p> <p>a) Location :Near Village Baradarha, Dist ;Janjgir-Champa, State : Chhattisgarh</p> <p>b) Longitude : 21°55' N</p> <p>c) Latitude : 83°11' 10" E</p> <p>d) Nearest Railway Station :Kharsia – 7 km</p> <p>e) Nearest Village :Baradarha,</p> <p>f) Nearest Town :Kharsia-20 Km, Raigarh– 30 kms</p> <p>g) Nearest Port : Paradip (400 km), Kolkota (500 km), Vishakapattanam (450 km)</p> <p>h) Nearest Air Port : Raipur 250 km (Chhattisgarh).</p> <p>i) Access Road : The Site is located adjacent to the District Road which connects the site with Kharsia.</p> <p>j) Altitude :230 m above MSL</p>
1.2	<p><u>CLIMATIC CONDITIONS</u></p> <p>1. Seismic data</p> <p>a. Seismic Intensit : As per IS: 1893-2002</p> <p>b. Zone : III</p> <p>c. Importance Factorm : 1.5</p> <p>d. Basic Horizontal Seismic Co-efficient factor : 0.1</p> <p>2. Ambient Air Temperature</p> <p>a. Maximum Dry Bulb temperature : 48.3°C</p> <p>b. Minimum Dry Bulb temperature : 6.4°C</p> <p>c. Design temperature for Elec. equipment/device : 50°C</p> <p>3. Relative Humidity (69.4%(Average)</p> <p>a. Maximum : 86%</p> <p>b. Minimum : 20%</p> <p>4. Rainfall</p> <p>Annual Rainfall : 957-2973mm</p> <p>5. Wind data:</p> <p>a. Basic wind speed : 61 Kmph</p> <p>b. Wind Direction : North East and Shouth West Direction</p> <p>6. Climatic Condition : Hot / Arid</p>

2.0	JHABUA POWER LTD
2.1	<p>INTROUCTION</p> <p>JHABUA POWER LTD. is going to install 2X600MW Coal Based Thermal Power Plant in Seoni district, Madya Pradesh state, India. BHEL have been awarded BTG Package comprising of Design, Engineering, Manufacturing, procurement, Inspection, testing, Packing & forwarding, Transportation to site, Insurance, receipt at site, Unloading, Loading, storage of material, handling, Project management, Erection, Testing and Commissioning (Including MCE Insurance), and conducting Trial operation and Performance Guarantee tests of all the equipments / systems of 1st Unit and handing over the project within 37 months from zero date / 18.03.2010.</p> <p>Site information</p> <p>LOCATION:</p> <p>The Site is located 40 KM away from the National Highway-7 between Nagpur- Jabalpur. The site can be approached from either Jabalpur or from Nagpur. From Jabalpur site can be approached via Dhuma (on National Highway) Kahni-Mehta on Major district Road and then up to Barela by another Blacktopped road. The other alternative is Jabalpur-Bargi-Panarzir-Barela. The site can also be approached from Nagpur end via Lakhnadoun (on National Highway) Kahni-Mehta both on state highway and the last leg via blacktopped road.</p> <p>Nearest Railway Station: Binaiki - 2 KM</p> <p>Nearest Port: Paradip, Orissa (800 KM)</p> <p>Nearest Airport: Jabalpur - 80 KM</p> <p>Site Elevation : 550 m above MSL</p>
2.2	<p><u>OTHER INFORMATIONS:-</u></p> <ol style="list-style-type: none"> 1. Owner : JHABUA POWER LTD. (JPL) 2. Project Title : Unit-1 of 2X600 MW Jhabua Power Ltd At Seoni MP 3. Site Elevation : 550 m above MSL 4. <u>Seismic data</u> <ol style="list-style-type: none"> e. Seismic Intensity : As per IS:1893-2002, Part – I & As per IS:1893-2002 Part - IV f. Zone : III g. Importance Factor : 1.75 h. Zone Factor : 0.16 5. Ambient Air Temperature <ol style="list-style-type: none"> a. Maximum Dry Bulb temperature : 39.7⁰ C b. Minimum Dry Bulb temperature :13.7⁰ C 6. Relative Humidity <ol style="list-style-type: none"> a. Maximum : 63%

	<p>b. Minimum : 19%</p> <p>7. Rainfall</p> <p>a. Maximum Recorded : 458</p> <p>b. Average Annual Rainfall : 984 mm</p> <p>c. Period of Monsoon(Avg.) Showers : June-September</p> <p>8. Wind data:</p> <p>a. Basic wind speed : 47 m/s as per latest revision of IS:875 Part III</p> <p>b. Wind Direction : North East Direction</p> <p>9. Climatic Conditions : Hot / Arid</p>
--	--

3.0	VISA POWER LTD (VPL)
3.1	<p>INTRODUCTION</p> <p>VISA POWER LTD (VPL) is going to install 2X600MW Coal Based Thermal Power Plant near village Deveri & Dumarpali District Raigarh in Chhattisgarh state, India. BHEL have been awarded BTG Package comprising of Design, Engineering, Manufacturing, Testing at works, Supply, Transportation, Storage and Handling at site, Erection, Testing, Commissioning, and Performance Guarantee Testing alongwith comprehensive MCE insurance (Transit, Storage, Erection, Testing and Commissioning) of Both Units and handing over of the project within 42 months from zero date / 09.08.2010.</p> <p>Site information</p> <p>a) Location : Near Village Deveri & Dumarpali Dist : Raigarh State : Chhattisgarh</p> <p>b) Longitude : 21°57' 15.74" N</p> <p>c) Latitude : 83°16' 52.89" E</p> <p>d) Nearest Railway Station : Bhupdeopur (5 Kms from project site on howrah – Mumbai railway line) Raigarh (23 Kms from project site)</p> <p>e) Nearest Village : Deveri & Dumarpali Dist : Raigarh State : Chhattisgarh</p> <p>f) Nearest Seaport : Paradip (525 Kms)</p> <p>g) Nearest Airport : Raipur 250 km (Chhattisgarh)</p> <p>h) Access Road : The Site is well connected with the National Highway no. 200 (around 2 Kms away)</p>

3.2**CLIMATIC CONDITIONS****1. Seismic data**

- a. Seismic Intensity : As per IS: 1893-2002
- b. Zone : III
- c. Importance Factor : 1.75

2. Ambient Air Temperature

Design ambient dry bulb temperature : 35° C

3. Relative Humidity

: 62%(Average)

4. Cooling water temperature

: 33° C

5. Wind data

Basic wind speed : 0.28 m/s – 2 m/s

BHARAT HEAVY ELECTRICALS LIMITED
(A GOVERNMENT OF INDIA UNDERTAKING)
POWER SECTOR - WESTERN REGION
345, KINGS WAY - NAGPUR 440 001

PROCEDURE FOR SUBMISSION OF SEALED TENDERS

THE BIDDER MUST SUBMIT THEIR TENDERS AS REQUIRED IN TWO PARTS IN SEPARATE SEALED COVERS PROMINENTLY SUPERSCRIBED AS PART-I TECHNICAL BID AND PART-II PRICE BID AND ALSO INDICATING ON EACH OF THE COVERS THE TENDER SPECIFICATION NUMBER AND DUE DATE AND TIME AS MENTIONED IN THE TENDER NOTICE.

PART-I (TECHNICAL BID) COVER-I

EXCEPTING RATE SCHEDULE, ALL OTHER SCHEDULES, DATA SHEETS AND DETAILS CALLED FOR IN THE SPECIFICATION SHALL BE ENCLOSED IN PART-I "TECHNICAL BID" ONLY.

PART-II (PRICE BID) COVER-II

ALL INDICATIONS OF PRICE SHALL BE GIVEN IN THIS PART-II "PRICE BID". **EMD SHALL NOT BE INCLUDED IN THIS COVER.**

THESE TWO SEPARATE COVERS-I AND II (PART-I AND PART-II) SHALL TOGETHER BE ENCLOSED IN A THIRD ENVELOPE (COVER-III) ALONGWITH REQUISITE EMD AS INDICATED EARLIER AND THIS SEALED COVER SHALL BE SUPERSCRIBED AND SUBMITTED TO ADDL. GEN MANAGER (PURCHASE) AT THE ABOVE MENTIONED ADDRESS ON OR BEFORE THE DUE DATE AS INDICATED.

THE QUALIFIED BIDDER WILL BE INTIMATED SEPARATELY ABOUT THE STATUS OF THEIR OFFER.

BIDDERS ARE REQUESTED TO MAKE SPECIFIC NOTE OF THE FOLLOWING CONDITIONS:

- CONTRACTOR SHOULD HAVE ADEQUATE RESOURCES INCLUDING MAJOR T&PS AT HIS DISPOSAL FOR THIS JOB.
- CONTRACTOR SHOULD HAVE SOUND FINANCIAL STABILITY.
- BIDDER SHOULD MEET QUALITY REQUIREMENT REGARDING WORKMANSHIP, DEPLOYMENT OF PERSONNEL, ERECTION TOOLS AND NECESSARY INSPECTION, MEASUREMENT & TESTING INSTRUMENTS.
- ALL INFORMATION AS CALLED FOR IN VARIOUS APPENDICES AND CLAUSES OF TENDER SPECIFICATION SHOULD BE FURNISHED IN COMPLETENESS. PLEASE REFER THE CHECKLIST.
- CLARIFICATION ON TENDER IF ANY SHALL BE OBTAINED BY THE BIDDER BEFORE SUBMITTING THEIR OFFER.
- OFFERS MUST BE SUBMITTED WITHOUT ANY DEVIATION.
- OFFERS RECEIVED WITH ANY DEVIATION OR WITHOUT RELEVANT INFORMATION AS DESCRIBED ABOVE ARE LIABLE TO BE REJECTED. PRICE BIDS RECEIVED IN THE FORM OTHER THAN SPECIFIED IN PART-II (PRICE BID) ARE LIABLE TO BE REJECTED.

CHECK LIST

1	NAME OF THE BIDDER WITH ADDRESS		
2	NATURE OF THE FIRM	LIMITED / PARTNERSHIP / PROPRIETARY	
3	EMD DETAILS (Rs. 1.5 LAKHS BY DD ONLY OR ONE TIME EMD OF Rs 2 LAKH)		
4	VALIDITY OF OFFER (REQUIRED 6 MONTHS FROM DUE DATE)		
5	MOBILIZATION TIME(UP TO REDINESS OF THE SYSTEM)	21 days	
6	WHETHER NO DEVIATION CERTIFICATE FURNISHED	YES	NO
7	BIDDER HAS VISITED THE PROJECT SITE AND ACQUAINTED WITH THE SITE CONDITIONS	YES	NO
8	DETAILS OF CONCURRENT JOBS ARE FURNISHED (AS PER APPENDIX-III)	YES	NO
9	HEAD QUARTER'S ORGANISATION IS FURNISHED	YES	NO
10	PROPOSED SITE ORGANISATION IS FURNISHED	YES	NO
11	FINANCIAL STATUS OF THE COMPANY IS FURNISHED	YES	NO
12	PROFIT & LOSS ACCOUNT FOR PRECEDING THREE YEARS IS FURNISHED	YES	NO
13	LATEST SOLVENCY CERTIFICATE FROM THE BANKER IS FURNISHED	YES	NO
14	LATEST INCOME TAX CLEARANCE CERTIFICATE OR COPY OF PAN CARD ACCOMPANIED BY 'IT RETURN' COPY IS FURNISHED	YES	NO
18	POWER OF ATTORNEY ENCLOSED IN FAVOUR OF PERSON MAKING OFFER.	YES	NO
19	DETAILS OF SIMILAR WORK DONE IN LAST SEVEN YEARS AS PER ANNEXURE – I AND SUPPORTING DOUCMENTS FURNISHED.	YES	NO
21	BIDDER HAS FAMILIARIZED HIMSELF WITH ALL RELEVANT LOCAL LAWS & CONDITIONS.	YES	NO
22	WHETHER ALL THE PAGES OF THE TENDER DOCUMENTS ARE READ, UNDERSTOOD AND SIGNED	YES	NO

23	<p>WHETHER THE FOLLOWING DETAILS PERTAINING TO YOUR BANK ACCOUNT DULY ENDORSED BY THE BANK HAVE BEEN FURNISHED {TO ENABLE BHEL RELEASE PAYMENTS THROUGH ELECTRONIC FUND TRANSFER (EFT/RTGS) AS SPECIFIED IN SECTION 12 }</p> <ol style="list-style-type: none"> 1. Name of the Company 2. Name of Bank 3. Name of Bank Branch 4. City/Place 5. Account Number 6. Account type 7. IFSC code of the Bank Branch 8. MICR Code of the Bank Branch 	YES	NO
----	---	-----	----

NOTE : STRIKE OFF YES OR NO, AS APPLICABLE

DATE:

SIGNATURE OF BIDDER

DECLARATION BY AUTHORIZED SIGNATORY OF CONTRACTOR

I, _____, HEREBY CERTIFY THAT ALL THE INFORMATION AND DATA FURNISHED BY ME WITH REGARD TO THIS TENDER SPECIFICATION No. **BHE/PW/PUR/WR-SG/902** 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 THE SPECIFICATION. I FURTHER CERTIFY THAT I AM DULY AUTHORISED REPRESENTATIVE OF THE UNDERMENTIONED BIDDER AND A VALID **POWER OF ATTORNEY** TO THIS EFFECT IS ALSO ENCLOSED.

BIDDER'S NAME AND ADDRESS

AUTHORISED REPRESENTATIVE'S SIGNATURE WITH DATE:

CERTIFICATE OF NO DEVIATION

TENDER SPECIFICATION NO: - BHE/PW/PUR/WR-SG/902

I/WE, M/s

.....

HEREBY CERTIFY THAT IN OUR OFFER I/WE HAVE NEITHER SET ANY TERMS AND CONDITIONS NOR THERE ANY DEVIATION TAKEN FROM THE TENDER CONDITIONS EITHER TECHNICAL OR COMMERCIAL AND I/WE AGREE TO ALL THE TERMS AND CONDITIONS MENTIONED IN THE TENDER SPECIFICATION.

DATE:

SIGNATURE OF THE BIDDER

CERTIFICATE CONFIRMING KNOWLEDGE ABOUT SITE CONDITIONS

TENDER SPECIFICATION No. BHE/PW/PUR/ WR-SG/902

We, M/s

Hereby declare and confirm that we have visited the project site(s) for which we have submitted our offer and acquired full knowledge and information about the site conditions.

We further confirm that the above information is true and correct and we shall not be eligible for any additional payment of any nature due to lack of knowledge or non-familiarization of site conditions.

BIDDER'S NAME AND ADDRESS:

**SIGNATURE & OFFICIAL SEAL OF BIDDER'S
AUTHORISED SIGNATORY**

PLACE:

DATE:

SECTION-3

OFFER OF THE CONTRACTOR

AGM (PURCHASE)
BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR - WESTERN REGION
SHREEMOHINI COMPLEX
345, KINGS WAY
NAGPUR - 440 001

DEAR SIR,

I/WE HEREBY OFFER TO CARRY OUT THE WORK DETAILED IN TENDER SPECIFICATION **No. BHE/PW/PUR/WR-SG/902** ISSUED BY BHARAT HEAVY ELECTRICALS LIMITED, POWER SECTOR- WESTERN REGION, NAGPUR, IN ACCORDANCE WITH THE TERMS AND CONDITIONS THEREOF.

I/WE HAVE CAREFULLY PERUSED THE FOLLOWING DOCUMENTS CONNECTED WITH THE ABOVE WORK AND AGREE TO ABIDE BY THE SAME.

1. INSTRUCTIONS TO BIDDERS
2. GENERAL CONDITIONS OF CONTRACT
3. SPECIAL CONDITIONS OF CONTRACT
4. OTHER SECTIONS, APPENDICES, SCHEDULES AND DRAWINGS.

I/WE HAVE DEPOSITED / FORWARDED HERewith THE EARNEST MONEY DEPOSIT FOR A SUM OF **RS.1,50,000/- (RUPEES ONE LAKHS FIFTY THOUSAND ONLY)**, DETAILS OF WHICH IS FINISHED IN THE CHECK LIST, & WHICH SHALL BE REFUNDED SHOULD OUR OFFER NOT BE ACCEPTED. SHOULD OUR OFFER BE ACCEPTED, I/WE FURTHER AGREE TO DEPOSIT SUCH ADDITIONAL SUM WHICH ALONGWITH THE SUM OF **RS.1,50,000/- (RUPEES ONE LAKHS FIFTY THOUSAND ONLY)** MENTIONED ABOVE, SHALL MAKE UP SECURITY DEPOSIT FOR THE WORK AS PROVIDED FOR IN THE TENDER SPECIFICATION WITHIN THE STIPULATED TIME AS MAY BE INDICATED BY BHEL, POWER SECTOR-WESTERN REGION, NAGPUR.

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 DETAILED IN THE APPENDICES ANNEXED THERETO.

PLACE:
DATE :

SIGNATURE OF BIDDER:
ADDRESS:

WITNESSES WITH THEIR ADDRESS

SIGNATURE	NAME	ADDRESS
-----------	------	---------

1.

2.

NOTICE INVITING TENDER

Sealed tenders are invited in two bid system (viz. Part-I: Technical cum Commercial Bid and Part-II: Price Bid) from bidders meeting Qualifying Requirements (QR) as specified later in this NIT. Brief details of job and Tender Specification (T. S.) No. are as under.

Tender Specs. No. BHE/PW/PUR/WR-SG/902

JOB: PROVIDING SUITABLE STRAND JACKS AND ASSOCIATED EQUIPMENTS WITH REQUIRED MAN POWER FOR SMOOTH OPERATION OF THE EQUIPMENT & LIFTING OF THE BOILER DRUMS. AT VARIOUS BHEL-PSWR SITES

Sale and Web Page Hosting of T.S. documents: 02/09/2011 to 15/09/2011

- **Last Date and Time for Offer Submission: 16/09/2011* (latest by 15.00 Hrs)**
- **Opening of Technical Bids: 16/09/2011* (at 16:00 Hrs)**

*Please obtain latest information regarding these dates from the web page www.bhel.com (Tender Specification → View Corrigendums)

Earnest Money Deposit (EMD): Rs. 1.5 lakh by Demand Draft

- Tender Specification documents with complete details are hosted in web page (www.bhel.com). Bidders can directly download the same and use for submission of offer. Tender Document charges shall be paid to BHEL along with or before submission of Offer.
- Interested bidders may alternately collect hard copy of T.S. documents from this office on all working days within the sale period on payment of Tender Document charges.
- Tender Specification Document Charges: Rs. 2,000/- by DD (in favour of BHEL payable at Nagpur) or cash. Courier charges will be Rs. 500/- extra if T.S. documents are requested through courier.
- BHEL takes no responsibility for any delay/loss of documents or correspondences sent by courier/post.
- Bidders who have deposited One Time EMD of Rs. 2.00 Lakhs with BHEL:PSWR:Nagpur will be exempted from submission of EMD with these tenders.
- BHEL reserves the right to accept or reject any or all tenders without assigning any reasons whatsoever.
- BHEL will operate Purchase Preference Policy of the Government of India as applicable.
- Dates of Price Bid opening will be intimated to bidders later.
- All corrigenda, addenda, amendments and clarifications to Tender Specifications will be hosted in this web page (www.bhel.com → Tender Notifications → View Corrigendum) and not in the newspaper. Bidders shall keep themselves updated with all such amendments.
- BHEL reserves the right to reject any tender on the basis of unsatisfactory performance of the bidder in any ongoing job or any similar job in the last seven years or for furnishing false information/declaration in the offer

NOTICE INVITING TENDER

QUALIFYING REQUIREMENTS (QR)

Bidder must fulfill the following Qualifying Requirements concurrently for BHEL to accept the offer on Techno-Commercial ground.

a) Bidder must have, in last seven years as on 31.07.2011, successfully executed Lifting of any single consignment/equipment, weighing **100MT or higher** by means of Strand Jack Method in a Power Plant or in any Industry

AND

b) Bidder must have achieved average financial turnover (Audited) of Rs 17 Lakhs per year over last three financial years i.e. 2008-09, 2009-10, 2010-11 **OR** 2007-08, 2008-09 & 2009-10 if Accounts for FY 2010-11 has not been audited..

AND

c) Net worth of the Bidder based on the latest Audited Accounts as furnished by Bidder in case of 'b' above should be higher than 50% of the Paid-up Capital in case of Companies.

AND

d) Bidder must have earned cash profit in any one of the three Financial Years as applicable in case of 'b' above based on latest Audited Accounts

Explanatory Notes for QR 'a':

i) **The words 'provided services' mean the bidder should have achieved the criteria specified in the QR even if the total contract has not been completed or closed.**

GENERAL

1) **Timing of sale of Documents:** Tender Specification documents will be issued from BHEL PSWR Nagpur office from 10:00 AM to 4:00 PM on all working days within the period specified in the NIT.

2) **Holidays:**

Sale of Tender Documents shall not take place on National Holidays, holidays declared by the Central or State Governments, Sundays, second and last Saturdays and holidays of BHEL PSWR Nagpur HQ.

3) **Seeking Clarifications on Tender Specification:**

Clarifications on the Tender Specifications, if any, may be sought by the bidders so as to reach this office at least **three days before the Due Date** for submission.

4) **Fulfillment of Qualifying Requirements:**

A bidder must satisfy **all the Qualifying Requirements** stipulated under 'a', 'b' etc of this tender concurrently in order to get qualified.

5) **Customer Approval:** In case customer approval is required for this package, bidder's offer will be accepted subject to approval of bidder by customer.

NOTICE INVITING TENDER

6) Supporting Documents:

Bidders shall submit documents in support of possessing “Qualifying Requirements” as under duly self-certified and stamped by the authorized signatory.

- List of jobs done with Name of the Project, Owner of Project, Name of Customer, Work Order Ref. No. & Date, Brief Details of Job, Executed Value, Date of Start, Date of Completion.
- Photocopies of Work Orders issued by the Customer containing details of Bill of Quantities/Schedule of Rates.
- Photocopies of Completion Certificate issued by Customer or Owner of Project.
- Photocopies of audited Profit and Loss accounts accompanied by relevant schedules for turnover figures.

7) Earnest Money Deposit (EMD): Refundable, Non-interest bearing EMD for each tender is indicated earlier here. Bidders may also opt to deposit “One Time EMD” of Rs. 2.0 lacs and thus be exempted henceforth from payment of EMD with each Erection and Commissioning tender of BHEL-PSWR Nagpur. EMD shall be paid ONLY by **Account Payee Demand Draft** in favour of “Bharat Heavy Electricals Limited” payable at Nagpur.

Those bidders who have already deposited ‘One Time EMD’ earlier need not submit EMD with the present tenders. Please indicate the payment details of the ‘One Time EMD’ in each tender.

8) Tender Document Cost and Courier Charges:

Tender document charges @ Rs 2000/- per set and courier charges @ Rs 500/- per set shall be made by Account Payee Demand draft in favour of “Bharat Heavy Electricals limited” payable at Nagpur or in cash payable at cash counter of this Office. Courier charges shall be paid in case bidders requests for dispatch of Tender specifications by courier. In case bidder downloads the Tender specifications etc from web page, they shall remit the Tender document charges (Rs 2000/-) positively along with or before submission of offer.

9) Liquidated Damages/Penalty: BHEL will impose Liquidated Damages and Penalty as per suitable clauses in the respective Tender Specifications on account of delay, violation of contract conditions and non-performance attributable to the contractor.

10) LATE TENDER: Tender received after the specified date and time of submission shall not be considered in any circumstances.

11) In case the services are required at any other site mentioned in this tender, the same shall be provided at the quoted and accepted rates within the validity of offer.

12) Schedule dates of work mentioned in the 4.1.1 table is tentative and there is possibility of change in date of start of work.

13) Lump sum price is to be quoted in the rate schedule attached separately for each category (i.e. SN-1 TO SN-4). Evaluation in each category shall be done separately.

14) The rates quoted shall remain firm and valid for a period of 12 months from Price Opening Date.

SPECIAL CONDITIONS OF CONTRACT

SECTION-4

4.1 SCOPE OF WORK

4.1.1 Providing suitable Strand jacks and associated equipments with required man power for smooth operation of the equipment & lifting of the Boiler Drums of weight, size and elevation as shown in the below table at the mentioned project:

Sl. No	Name of project sites	QTY	Capacity (MW)	Approx. Weight of Boiler Drums	SIZE OF BOILER DRUM & LIFTING HEIGHT	Tentative period of Drum lifting
01	D B Power U - 1	1 No	600	250 MT	REFER TABLE 4.1	Oct'11 / Nov'11
02	D B Power U - 2	1 No	600	250 MT		Feb'12 / Mar'12
03	Jhabua Power U - 1	1 No	600	250 MT		Dec'11 / Jan'12
04	Visa Power U -1	1 No	600	250 MT		May'12 / June'12

Note: -

1. BHEL shall intimate site readiness for drum lifting program of each unit about 21 days in advance. BHEL shall intimate site readiness for drum lifting program of each unit about 21 days in advance. The agency should provide the services with equipments well in advance so as to meet the above schedule on receipt of intimation from Construction Manager of respective site.
2. These dates are given for guidance purpose only and likely to vary. The contractor has to execute the work as per site requirements.
3. Bidder shall see the drawings of boiler drum and boiler structure for their reference.
4. Equipment to be deployed should be serviced before dispatch.
5. One service engineer with fast moving spares and one barrel of hydraulic oil should be made available at sites during operation.
6. All the technical requirements are to be ensured by the contractor so that the operation during lifting will not cause any deformation to BHEL equipments wherever the Strand jacks and related equipments are positioned and anchored.
7. It is the responsibility of the contractor to take necessary precautions for safe working and avoid any damages to the property/equipments belonging to client failing which the cost of damages/repair/replacement will be recovered from the contractor
8. It is the responsibility of the contractor to arrange passes or entry permit as per the procedure followed in the plant premises through BHEL site office.
9. It is the responsibility of the contractor to follow safety precautions while carrying out the work.

Table 4.1**Boiler Drum weight and elevation details**

<u>S.no.</u>	<u>Description</u>	<u>For 600MW</u>
1	Boiler Drum outer diameter	2.1m (approx)
2	Boiler Drum length	28.36m (approx)
3	Boiler Drum weight	250MT
4	Luffing lug pin hole diameter	154mm
5	Centre to centre distance b/w 2 lugs	13.64m
6	Boiler Drum centre line elevation	80.6m
7	Elevation of structure top on which cat head assembly will be placed	95.15m

SPECIAL CONDITIONS OF CONTRACT
SECTION-5(OBLIGATION OF CONTRACTOR)

- 5.1 Design of jacking system
- 5.2 Supply of Jacking system and it's accessories including Pin, Sleeve etc
- 5.3 All necessary consumables
- 5.4 Power Source and fuel for the Power packs
- 5.5 Design of Jack support
- 5.6 Transportation of equipment to site.
- 5.7 Provision of all necessary supervision to oversee the skidding, lifting, dismantling & to operate the equipments provided by them.
- 5.8 Provision of technicians for the equipment assembly and installation
- 5.9 Suitable personnel /technicians to operate and maintain the equipment
- 5.10 Accommodation at site for their crew members.
- 5.11 Local Transportation of personnel.
- 5.12 Communication arrangement during drum lifting operation for all associated persons deployed by the Contractor.
- 5.13 Manufacturer's test certificates of STRAND JACKS & each coil of strand.
- 5.14 Procedure and write up from start to finish of the drum lifting activity.
- 5.15 Adequate third party insurance cover
- 5.16 Workmen's compensation for their workmen
- 5.17 Insurance for Equipments
- 5.18 Designing of Cat head structure.
- 5.19 Providing qualified safety engineer during drum lifting operation.
- 5.20 Lifting of Boiler Drum and completion of all the activities.
- 5.21 Consumable required for carrying out the job mention in his scope.

SPECIAL CONDITIONS OF CONTRACT

SECTION-6

Contractor's Obligation in regard to Employment of Supervisory Staff and Workmen

6.1 SUPERVISORS AND LABOURER

Contractor shall deploy in adequate strength labour, technicians and engineers/ supervisors for this work.

6.2

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 target will be final and binding on the contractor.

6.3

Contractor shall employ only qualified and experienced engineers/ supervisors for this job. They shall have professional approach in executing the work having adequate knowledge and experience.

6.4

Contractor shall obtain necessary work permits from BHEL/ customer prior to taking up any work on the system. He shall arrange for display of due and necessary caution notices/ boards etc.

6.5

The contractor shall be held responsible for any violation of statutory regulations (local, state or central) and BHEL instructions that may endanger safety of men, equipment, material and environment in his scope of work or another contractors or agencies. Cost of damage, if any, to life and property arising out of such violation of statutory regulations shall be borne by the contractor.

6.6 **Watch and Ward**

Contractor shall arrange and provide watch and ward round the clock for the materials in his custody.

6.7

Contractor shall implement local labour laws, maintain necessary records and co-ordinate with the local labour authorities on all matters of labour and industrial relations.

6.8

The contractor shall comply with the applicable law, rules and regulation etc; with regard to employment of labour. He shall obtain labour license.

The scope includes getting the licences and approvals from the statutory authorities, arranging for inspection of electrical inspector periodically as per BHEL engineer's instructions, submitting documents etc. and following up the matter with them as and when necessary for the work involved in this scope. All expenses, fees, levies etc have to be borne by the contractor.

SPECIAL CONDITIONS OF CONTRACT

SECTION-7(OBLIGATION OF BHEL)

- 7.1 Load information for the design of Jacking Supports
- 7.2 All necessary cranes and tools & plants for unloading, handling, positioning, erection, dismantling & loading of the strand jacks & its accessories.
- 7.3 Transportation of boiler drum and its positioning for lifting in the boiler area.
- 7.4 All necessary unskilled/ skilled labour required for handling, assembly, erection & dismantling of the equipments provided by the agency.
- 7.5 Suitable access to the work site.
- 7.6 Storage area for equipment.
- 7.7 Required platforms for strand jack equipment.
- 7.8 Use of telephone and Fax for project related business only
- 7.9 Illumination at site
- 7.10 Drawings of the item to be lifted.
- 7.11 T&Ps like welding machine, grinding machine, gas cutting set & gases etc will be provided by BHEL free of charges
- 7.12 Fabrication, lifting, positioning & welding of cat head structure.
- 7.13 Lifting & Positioning of U-Rod with the help of winches along with boiler drum.
- 7.14 Drum alignment.

SPECIAL CONDITIONS OF CONTRACT

SECTION -8

8.0 The contractor shall comply with following towards Social Accountability;

- (a) The contractor shall not employ any employee less than 15 years of age in pursuant to ILO convention. If any child labour were found to have been engaged , the Contractor shall be levied with expenses of bearing his education expenditure which will include stipend to substantiate appropriate education or employ any other member of family enabling to bear the child education expenditure.
- (b) The contractor shall not engage Forced/Bonded Labour and shall abide by abolition of Bonded Labour System(Abolition) Act, 1976.
- (c) The contractor shall maintain Health & safety requirement as stipulated in the Contract and Contract Labour(Regulation & Abolition) Act,1970.
- (d) The Contractor shall abide by UN convention w.r.t Human Rights and shall be liable for Discrimination/Corporal punishment for failure in meeting with relevant requirements.
- (e) The Contractor shall abide the requirement of Contract Labour(Regulation & Abolition) Act,1970 for working hours.
- (f) The Contractor shall abide by the Statutory requirement of Minimum Wages Act 1948, payment of Wages Act 1936.

SPECIAL CONDITIONS OF CONTRACT

SECTION-9 (TAXES AND DUTIES)

9.0 Taxes, Duties, Levies

Refer to Clause 2.8.4 of General Conditions of Contract. Notwithstanding anything contained therein, the following provisions shall be applicable for this contract.

9.1

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

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

9.2 Service Tax & Cess on Service Tax

Service Tax and Cess on Service Tax as applicable on output Services are excluded from contractor's scope; therefore contractor's price/rates shall be **exclusive** of Service Tax and Cess on Output Services. In case, it becomes mandatory for the contractor under provisions of relevant act/law to collect the Service Tax & Cess from BHEL and deposit the same with the concerned tax authorities, such applicable amount will be paid by BHEL.

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

- I. **The name, address and the registration number of the contractor,**
- II. **The name and address of the party receiving taxable service,**
- III. **Description, classification and value of taxable service provided and,**
- IV. **The service tax payable thereon.**

All the four conditions shall be fulfilled in the invoice before release of service tax payment.

Contractor shall obtain prior written consent from BHEL before billing the amount towards such taxes.

With introduction of Cenvat Credit Rules 2004, which came into force w.e.f. 10.09.2004, Excise Duty paid on Input Goods including Capital Goods and Service Tax paid on Input Services that are used for providing the output services can be taken credit of against the Service Tax payable on output services. However BHEL may opt for availing the abatement provision in which case cenvat credit may not be available on input duty.

9.3 VAT (Sales Tax /WCT)

As regards Value Added Tax (VAT) on transfer of property in goods involved in Works Contract (previously known as Works Contract Tax) applicable as per local laws, the price quoted by the contractor shall be **exclusive** of the same. Where such taxes are required to be paid by the contractor, this will be reimbursed on production of proof of payment made to the authorities by the Contractor. In any case the Contractor shall register himself with the respective Sales Tax authorities of the state and submit proof of such registration to BHEL along with the first RA bill. The contractor has to take all necessary steps to **minimize tax on input goods** by purchasing the materials from any registered dealer of the concerned state only. In case contractor opts for composition, it will be with the prior express consent of BHEL. Deduction of tax at source shall be made as per the provisions of law unless otherwise found exempted. In case tax is deducted at source as per the provisions of law, this is to be construed as an advance tax paid by the contractor and no reimbursement thereof will be made unless specifically agreed to.

9.4 Modalities of Tax Incidence on BHEL

SPECIAL CONDITIONS OF CONTRACT

Wherever the relevant tax laws permit more than one option or methodology for discharging the liability of tax/levy/duty, BHEL will have the right to adopt the appropriate one considering the amount of tax liability on BHEL/Client as well as procedural simplicity with regard to assessment of the liability. The option chosen by BHEL shall be binding on the Contractor for discharging the obligation of BHEL in respect of the tax liability to the Contractor.

9.5 New Taxes/Levies

In case the Government imposes any new levy/tax on the output service/ goods/work after award of the contract, the same shall be reimbursed by BHEL at actual.

In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer, the Bidder/Contractor must convey its impact on his price duly substantiated by documentary evidence in support of the same **before opening of Price Bid**. Claim for any such impact after opening the Price Bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.

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

9.6 Modalities of Tax Incidence on BHEL

Wherever the relevant tax laws permit more than one option or methodology for discharging the liability of tax/levy/duty, BHEL will have the right to adopt the appropriate one considering the amount of tax liability on BHEL/Client as well as procedural simplicity with regard to assessment of the liability. The option chosen by

BHEL shall be binding on the Contractor for discharging the obligation of BHEL in respect of the tax liability to the Contractor.

9.7 New Taxes/Levies

In case the Government imposes any new levy/tax on the output service/ goods/work after award of the contract, the same shall be reimbursed by BHEL at actual.

In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer, the Bidder/Contractor must convey its impact on his price duly substantiated by documentary evidence in support of the same **before opening of Price Bid**. Claim for any such impact after opening the Price Bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.

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

SPECIAL CONDITIONS OF CONTRACT

SECTION-10 (OTHER TERMS AND CONDITION)

10.1 Contractor shall ensure following:

- 10.1.1 Contractor has to maintain contact with local hospital having ambulance facility, scanning & other ultra modern medical facilities required during emergency.
- 10.1.2 Contractor has to ensure pre employment medical check for all staff & workers.
- 10.1.3 Contractor has to ensure that adequate First Aid facilities are available at work site for emergency purpose.
- 10.1.4 In addition to above, BHEL (through its other contractor) has arranged ambulance at work site for emergency purpose, which can be utilized by contractor in case of emergency. In case, under unavoidable circumstances, if the ambulance is not available, the contractor will have to arrange for the same as under clause 10.1.1

10.2 LIQUIDATED DAMAGES (LD)

- 10.2.1 This clause shall be applicable as per GCC of the tender.
- 10.3.1 In case of any contradiction between General Conditions of Contract (GCC) and Special Conditions of Contract (SCC), the latter shall prevail.
- 10.3.2 BHEL reserve the right to have more than one contractor for the total requirement based on evaluation in each case individually. BHEL decision in this regard shall be final & binding on the bidders.
- 10.3.3 The tenderer shall specifically confirm that he has inspected the site of work and acquired full knowledge and information about the site conditions, wage structure, Industrial climate, total work involved and will not raise claim of any nature due to lack of knowledge of site condition. He will also confirm that local taxation laws at the site have been clearly understood by him.
- 10.3.4 The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of pre-qualification evaluation / Techno-commercial bids and acceptance of customer. BHEL reserves the right to reject the bidders with unsatisfactory past performance in the execution of a contract. BHEL's decision in this regard shall be final & binding.

10.4 LABOUR & STAFF ACCOMODATION AND TRANSPORTATION

- 10.4.1 Customer/BHEL will not provide any facility with regard to accommodation and transport of contractor's labour and staff. Contractor shall make his own arrangements in this regard and comply with all requirements.

10.5 CONTRACT PERIOD & PRICE VARIATION

- 10.5.1 For each project site, separate order shall be issued against this tender.
- 10.5.2 The contract shall remain valid for one year from the date of LOI. The rate quoted shall remain firm during the contract period.

SPECIAL CONDITIONS OF CONTRACT

10.6 RATE SCHEDULE

- 10.6.1 Contractor shall fully understand equipment description and scope of work before quoting. The scope of work and responsibility of the contractor as mentioned under these specifications shall be covered within the quoted rates.
- 10.6.2 The tenderer shall quote the rates as per the rate schedule only, in part II price bid (Original). Conditional price bids or price bids with any deviation / clarification etc. are liable to be rejected. No cutting / erasing / over writing shall be done.

10.7 INSTRUCTIONS TO TENDERER

- 10.7.1 Offers received without data / information required to be submitted under tender clauses-11.1 to 11.11 are liable to be rejected. All these data / information should be duly supported by documentary evidences (Refer note below clause-11)
- 10.7.2 No deviations to the tender conditions will normally be accepted.
- 10.7.3 The tenderer are advised to physically visit the site and fully acquaint themselves with site conditions, **safety norms being followed / to be followed during working**, transportation routes, various distances and the fact that other contractors would be working in this area their structures are to be protected. The material brought and stacked for construction should not make hindrance to other contractors. Necessary precaution and arrangements including sprinkling of water during work as acceptable to BHEL for safety & security for the above have to be made by the contractor. No claim whatsoever will be entertained by BHEL on any such account and the contractor's rates shall be deemed to have taken this into account.
- 10.7.4 The contractor in the event of this work awarded to him, shall establish a site office at site and keep posted an authorized responsible officer who should hold a valid power of attorney for the purpose of the contract. Any order or instruction of the Engineer or his duly authorised representative shall be communicated to the contractor's representative at site office and the same will be deemed to have been communicated to the contractor at his legal address.

10.8 DETENTION CHARGES

In case the equipment is retained beyond 12 days, from the Date Of Commencement of Work at Site as certified by BHEL site-engineer, for the reasons not attributable to the contractor, the contractor shall be paid @ Rs.15,000/- per day for such additional period as Detention charges.

The total detention charges and compensation covered under 35.4 & 41.3 shall be limited to 10 % of the contract value.

SECTION -11

11.0 TIME SCHEDULE

11.1 Within 15 days of issue of LOI by BHEL, contractor is required to submit procedure with complete Engg. and required inputs, to BHEL for carrying out subject work and to the satisfaction of BHEL site.

11.2 The Contractor is required to Plan the work in such a manner so that after the issue of mobilization letter from Site within a period of 3 (Three) Weeks, the entire job for providing suitable Strand jacks and associated equipments with required man power for smooth operation of the equipment shall be completed and will be made ready for Drum Lifting. In a subsequent Period of 12 (Twelve) days from the Date of Commencement of Work at Site (Date will be communicated), lifting of each boiler drum shall be completed and the equipment shall be completely demobilized within 3 (three) days from completion of work. Date of Commencement of Work at Site for each unit shall be certified by BHEL site-engineer. Dates for each unit of D B Power, Jhabua Power and Visa Power shall be different based on actual site conditions. Contractor may also make early mobilization to ensure timely readiness. Irrespective of provisions of time schedules indicated elsewhere.

11.3 The work under the scope of this contract is deemed to be completed in all respects for each unit, only when the contractor has discharged all the responsibilities laid down in the contract. The decision of BHEL on completion date shall be final and binding on the contractor.

11.5 DEFINITION Of WORK COMPLETION:

The work under the scope of the contractor will be deemed to have been completed in all respect, only when all the activities, supplies and obligations under the scope of this Tender Specification are completed satisfactorily and so certified by the BHEL site in charge. The decision of BHEL shall be final and binding on the contractor.

SPECIAL CONDITIONS OF CONTRACT

SECTION-12(TERMS OF PAYMENT)

12.0 TERMS OF PAYMENT

- 12.1 **95% of accepted rates per unit per project** shall be paid by respective BHEL sites on successful and satisfactory completion of the entire work
- 12.2 Balance 5% of accepted rates per unit per project along with proportionate amount of security deposit applicable per unit shall be payable after one months on contractor discharging his responsibilities as stipulated in the contract. The certificate of BHEL engineer regarding such approval and passing of sums shall be final and conclusive against the contractor.
- 12.3 BHEL site at its discretion may further split up the above percentages of breakup and effect payment to suit the site condition, cash flow requirement, according to the progress of work.

13.0 Extra Charges For Modification And Rectification

Refer 'General Conditions of Contract

**SPECIAL CONDITIONS OF CONTRACT
SECTION-14**

14.0 INSURANCE

Refer 'General Conditions of Contract'

**SPECIAL CONDITIONS OF CONTRACT
SECTION-15**

15.0 EARNEST MONEY DEPOSIT , SECURITY DEPOSIT & BANK GUARANTEE

15.1 EARNEST MONEY DEPOSIT

Refer 'General Conditions of Contract'

15.2 SECURITY DEPOSIT

Refer 'General Conditions of Contract'

15.3 BANK GUARANTEE

Refer 'General Conditions of Contract'

15.3.1 Guidelines for acceptance of Bank Guarantees are as follows :

- Vendors are advised to obtain BG from any of the following BHEL consortium banks

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

- The Bank Guarantees of all Public sector banks shall be accepted (Other than consortium banks also).
- The Bank Guarantees of Co-operative banks shall not be accepted.
- Bank Guarantees of other banks (banks other than consortium bank, public sector bank, & Co-operative banks) can be accepted subject to an overall exposure limit (at BHEL, PSWR, Nagpur) of RS. 10 crores for banks with net worth of more than Rs. 500 crores as on last balance sheet date and Rs 5 crores for banks with net worth between Rs. 350 to Rs 500 crores (A certificate and copy of latest Balance Sheet to be given at the time of submission of banuarantees . (A certificate and copy of latest Balance Sheet to be given at the time of submission of bank guarantees .
- In case Bank Guarantees given by non consortium banks (Private sector or Public sector), the bank Guarantees shall be enforceable at Nagpur, Maharastra.

SECTION-16

**SUSPENSION OF BUSINESS DEALING WITH CONTRACTORS
(W.E.F 18.05.09)**

- 16.1 A bidder may be put on HOLD for a period of 6 months, for future tenders for specific works on the basis of one or more of the following reasons:
- I. Bidder does not honour his own offer or any of its conditions within the validity period.
 - II. Bidder fails to respond against three consecutive enquires of BHEL.
 - III. After placement of order, Bidder fails to execute a contract.
 - IV. Bidder fails to settle sundry debt account, for which he is legitimately liable, within one year of its occurrence.
 - V. Bidder's performance rating falls below 60% in specific category.
 - VI. Bidder works are under strike/ lockout for a long period.
- 16.2 A Bidder may be de-listed from the list of registered Bidders of the region for a period of 1 year on the basis of one or more of the following reasons:-
- I. Bidder tampers with tendering procedure affecting ordering process or commits any misconduct which is contrary to business ethics.
 - II. Bidder has substituted, damaged, failed to return, short returned or unauthorizedly disposed off materials/ documents/ drawings/ tools etc of BHEL.
 - III. Bidder no longer has the technical staff, equipment, financial resources etc. required to execute the orders/ contracts.
- 16.3 A Bidder can be banned from doing any business with all Units of BHEL for a period of 3 years on the basis of one or more of the following reasons:
- I. Bidder is found to be responsible for submitting fake/ false/ forged documents, certificates, or information prejudicial to BHEL's interest.
 - II. In spite of warnings, the Bidder persistently violates or circumvents the provisions of labour laws/ regulations/ rules and other statutory requirements.
 - III. Bidder is found to be involved in cartel formation.
 - IV. The Bidder has indulged in malpractices or misconduct such as bribery, corruption and fraud, pilferage etc which are contrary to business ethics.
 - V. The Bidder is found guilty by any court of law for criminal activity/ offences involving moral turpitude in relation to business dealings.
 - VI. The Bidder is declared bankrupt, insolvent, has wound up or been dissolved; i.e ceases to exist for all practical purposes.
 - VII. Bidder is found to have obtained Official Company information/ documentation by questionable means.
 - VIII. Communication is received from the administrative Ministry of BHEL to ban the Bidder from business dealings.