



Bharat Heavy Electricals Limited

(A Government of India Undertaking)

Boiler Auxiliaries Plant

Ranipet – 632 406 Tamil Nadu

**AIR QUALITY
CONTROL SYSTEMS**
(FLOW MODEL LAB)

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Registered Post with Ack.Due

NOTICE FOR INVITING TENDER	
Tender Notice No.	AQCS:FMS:TEND:38 DT 25.07.2011
Name of Work	Making of Electrostatic Precipitator Flow Model (by Carpenter) using Acrylic sheet.
Scope	Material supply, fabrication, erection, testing, report preparation and dismantling of ESP flow model study for NTPC/Barh Stage-II , 2x660MW ,Muzaffarpur Stage-II ,2x195MW , Jhabua 2x600MW & Parli #3 ,1x250MW at BHEL/AQCS Flow model lab , Ranipet-632 406.
Period of Contract	One year
Earnest Money Deposit	Rs 1,00,000/- (Rupees One lakh only)
Estimated Cost	Rs 48 .5 Lakhs
Last Date & Time for receipt of CompletedTender	08.08.2011; 14.00 Hrs.
Date &Time of tender opening: Technical bid	08.08.2011; 15.00 Hrs.
Tender documents can also be downloaded from BHEL website www.bhel.com Tender documents can be had with from the office of the Manager/AQCS BHEL will not be responsible for any loss/delay of documents sent by post. This document contains (1)17 pages including (i) Special instruction to tenderer (scope of supply) ,(ii) special condition (iii) Safety precautions (iv) Price bid (Annexure-A) (v) Bill of Quantities (Annexure –B),(vi) Statutory requirements,(2)Service tax format, (3) Acceptance for Electronic Fund Transfer format ,(4)Minimum wage act- revision of minimum wage w.e.f dt 01.04.2011 circular dt 10.05.2011 (5) photo identity format &(6) General Condition of Contractor-57 pages& layout.	
The tender shall be addressed to: Manager/AQCS, BAP, and BHEL Ranipet – 632 406.	

***** Refer NIT no: NIT_10279 in BHEL website**

Issued to:

ISSUING OFFICER

GENERAL INSTRUCTIONS TO TENDERERS

Sealed tenders for the work mentioned in the schedule (Annexure-B) are invited from contractors experienced in fabrication (sheet metal work/ structural work/equipment modeling /proto type fabrication) using metals/acrylic sheets.

1. Supply of acrylic sheet and other materials as per Annexure B (Bill of Quantities) is in vendor scope as per tender. The vendor has to supply experienced / qualified carpenter and fitters.
2. The model to be fabricated using acrylic sheets shall be as per BHEL specification and instructions.
3. Tenderers must be submitted in sealed cover and should be addressed to
 Manager/AQCS Department
 Bharat Heavy Electricals limited
 Ranipet- 632 406

The name & address of the tenderer, name of work and due date of opening etc shall be clearly mentioned on the cover.

4. Tenders will be received up to **14.00 Hrs.** on **08.08.2011** in the prescribed form and will be opened on **08.08.2011** at **15.00 Hrs.** at AQCS Flow Model Lab /BHEL, Ranipet, in the presence of such of those tenderers or their agents (with authorization letter) who may choose to attend. In case tender opening day falls on Holiday or happened to be declared as Holiday, the receipt and opening of tender shall automatically falls on next working day.
5. All entries in the tender documents should be in one ink. Erasures and over-writing are not permitted. All cancellations and insertions should be duly signed by the tenderers concerned.
6. Tenderers should fill in all the required particulars in the blank spaces provided for this purpose in the tender documents and also sign and seal each and every page of the tender document including the drawings/annexures attached thereto before submitting the tender.
7. Conditional and un witnessed tenders, tender containing absurd rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions laid down by the Accepting Officer are liable for rejection.
8. Tenders not submitted in the prescribed forms are liable for rejection.
9. In quoting the rates, the tenderers are advised to take into account all factors including any fluctuations in the market rates etc. No claim will be entertained on this account after acceptance of the tender or during the currency of the contract. **In case of any discrepancy between the Unit rate quoted and the Total Price due to arithmetical errors, the Unit rate quoted will be considered valid and the Total price will be corrected accordingly**
10. Before tendering, the tenderers are advised to inspect the site of work and its environments and be well acquainted with actual working and other prevalent conditions, position of materials and labour. General instructions to tenderers, typical drawing, specifications and other documents also form part of the agreement to be entered into.

11. The rates quoted in the tender shall remain valid for a period of **THREE MONTHS** from the date of opening of the tender. Once order is finalized, the rate shall be valid for one year and additional works if any & if decided by BHEL, shall be carried out at the same agreed rates
12. **BHEL reserves the right to split the projects to more than three parties.**
 - **L1 will be decided based on Project wise lowest price. In case single party become L1 in all the four projects, BHEL reserves the right of splitting the projects at its discretion to minimum of three parties (i.e, Two projects to L1 party , One project to L2 party at the ordering rate of L1 & One project to L3 party at the ordering rate of L1..**
 - **In case L2 does not agree for L1 counter offered rates, the chance will be excercised with next bidders in seriatim till to meet BHEL's requirement.**
 - **In case the counter offered final L1 rate is not accepted by the all the other vendors in race, the entire order (4 projects) will be placed on L1 vendor subject to their capability and meeting the BHEL's delivery schedule.**
13. In the event of tender being submitted by a firm, the tender must be signed separately and legibly by each partner or member of the firm or in their absence, by the person holding the Power of Attorney on behalf of the firm concerned. In the later case, a copy of the Power of Attorney duly attested by a Gazetted Officer must accompany the tender.
14. Every tender must be accompanied by **Earnest Money Deposit of Rs 1,00,000 /-** (Rupees One lakhs only) specified in the instructions to tenders.
15. Unless the Contractor whose tender is accepted, signs the contract and makes necessary Security Deposit specified within fourteen days from the date of the order directing him to do so, the earnest money deposited by him will be forfeited and acceptance of his tender withdrawn.
16. If a tenderer withdraws his offer after submission of his tender or after acceptance of his tender, fails to start the work in accordance with the instruction of the Engineer/ Incharge, the EMD deposited by him will be forfeited and acceptance of his tender withdrawn.If only, a part of the work included in the tender refuses to take up the work the amount of earnest money to be forefeited will be based on the value of the contract so awarded.
17. The Bharat Heavy Electricals Limited, reserves the right to reject any or all the tenders received or accept any tender or part thereof without assigning any reason therefor. In case of acceptance of a part of tender, time for completion may also be reduced to the extent considered appropriate by the accepting authority.
18. Unit rates should be quoted in figures as well as in words with reference to each item and for all the items shown in the attached schedule. These rates shall be for the finished work at site. Amount of each item and the totals page by page as also the grand total amount of the whole contract should also be filled in by the tenderers.
19. Rates for each item of the tender schedules should be quoted in rupees and paise only. In case of any difference in the rates quoted in figures and in words, the lower of the two rates will be taken as the tendered rate.
20. Rates quoted shall **exclude Service Tax** and include all royalties, terminal taxes, octrai duties, central and provincial excise tax, sales tax and other taxes leviable under the State or Central

Government Rules. The Bharat Heavy Electrical Limited will not entertain any claim whatsoever in this respect.

21. Should a tenderer find discrepancies or omissions in the tender documents or should be in doubt as to their meaning, he should at once address the authority inviting the tender for clarification. Every endeavour is made to avoid any error which can materially affect the basis of the tender but the successful tenderer shall take up on himself to provide for the risk of any error which may be subsequently discovered and shall make no subsequent claim on account thereof.
22. Tenders submitted by post should be sent "REGISTERED POST WITH ACK.DUE". This should be posted with due allowance for any delay in postal delivery. On no account will tenders, received after the due date and time of opening tenders, be considered.
23. The contractor's responsibility for this contract shall commence from the date of issue of order of acceptance of this tender. The scheduled period of completion for this work will be **as per the Delivery schedule (project wise) enclosed. However the contract will be valid for one (1) year from the date of award of contract** and the contractor will have to plan this work accordingly.
24. Quantities shown in the attached schedules are only approximate and liable to variation . Payment will be made on pro-rata basis based on the measurements on the finished products.

25. EARNEST MONEY DEPOSIT

Every tender must be accompanied by Earnest Money Deposit of **Rs 1,00,000/-** (Rupees One Lakh only) in the form of **Demand Draft** of any Scheduled Bank drawn in favour of Bharat Heavy Electricals Limited, Ranipet strictly payable at State Bank of India, Branch Code No.7013, BHEL Project branch M.R.Puram – 632 406.

Note: Cheques, currency notes, Money Orders or Postal Orders will not be accepted in lieu of the above.

NO INTEREST SHALL BE ALLOWED ON THE EARNEST MONEY

26. Tenders received without Earnest Money in full in the form prescribed shall be summarily rejected.
27. The Earnest Money Deposit of the successful tenderer will be retained towards part of Security Deposit for the due fulfillment of the contract. In the case of successful tenderer , the earnest money deposit will be retained as part of the work in accordance, with Clause. 18 of the General Conditions Contract as amended up to date.
28. In the case of unsuccessful tenderers, the Earnest Money Deposit submitted by them will be refunded after award of work to successful tenderer and obtaining acceptance of work.
29. Security Deposit (Chapter –III clause 18.(18.1.1 to 18.1.5) page no's 12&13 of General Condition of Contract booklet deleted & Revised below)

The rate of security Deposit will be as below.

- Up to Rs 10 lakhs: 10 %
- Above 10 lakhs to 50 lakhs: Rs 1 lakh + 7.5 % of amount exceeding Rs 10 lakhs.
- Above 50 lakhs: Rs 4 lakhs + 5 % of the amount exceeding Rs50 lakhs.

The successful tenderer shall deposit 50% of the Security Deposit before commencement of work and the balance 50% of Security Deposit will be deducted at the rate of 10% of each running bill.

Security Deposit may also be furnished in the form of Pay Order, Demand Draft, Local Cheque of Schedule Banks, National Savings Certificate, Kisan Vikas Patras, Bank Guarantee from Schedule Banks/Financial Institutions.

The Security Deposit shall not carry any interest.

In case of small value contracts not exceeding Rs 10 lakhs and all SAS jobs, work can be started before Security Deposit is collected. However, payment can be released only after collection/recovery of initial 50 % Security Deposit.

EMD of the successful tenderer can be converted and adjusted against the security deposit.

30. Should a tenderer or a contractor has a relative or in the case of a firm or company of contractors any of its shareholders or share holder's relative, employed in Bharat Heavy Electricals Limited, the authority inviting tenders shall be informed of this fact at the time of submission of the tender failing which tender may be disqualified or if such fact subsequently come to light, the contract may be rescinded.
31. If a tenderer expires after submission of his tender, the Bharat Heavy Electricals Limited may be at the discretion cancel such tender.
32. If a partner of a firm expires after submission of the tender or after the acceptance of the tender, Bharat Heavy Electricals Limited may cancel such tender at the discretion unless the firm retains his character.
33. The Bharat Heavy Electricals Limited will not bound by any Power of Attorney granted by the tenderer or 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.
34. The contractor deliberately, gives wrong information in his tender or creates conditions favourable for the acceptance of his tender, Bharat Heavy Electricals Limited reserves the right to reject the tender at any stage.
35. Words imparting the singular number shall also deem to include the plural number and vice versa where the context so requires.
36. The expenses for completing and stamping the agreement shall be to the contractor's account.
37. The General and Special Conditions of Contract are complimentary to each other and where they are in conflict, the Special Conditions shall prevail. In regard to matters not covered by the General or Special Conditions of Contract, those contained in the specifications approved by Bharat Heavy Electricals Limited shall apply.
38. Tenderers shall not increase their quoted rates incase Bharat Heavy Electricals Limited negotiated for reduction of rates, such negotiations shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted shall be binding on the tenderers for a period of twelve months from the date of opening of tender.
39. Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
40. All contractors will have to produce Income Tax clearance certificate from the Income Tax authorities concerned along with their tenders. Those contractors whose income is not taxable will be required to give an affidavit of their income on the prescribed form. If the successful tenderer fails to produce the income tax clearance certificate with in stated period, the earnest

money deposit and security deposit of the tenderer may be forfeited and the contract terminated.

41. The "GENERAL INSTRUCTIONS TO TENDERERS" shall be deemed to form an integral part of contract for the work to be entered into.
42. The Contractors shall comply with the 'Minimum Wages Act 1948 – Fixation of Minimum Rates of Wages for the employment in General Engineering and Fabrication Industry' and provisions of payment of Wages Act 1936 or any modification or any other law relating there to and the rules made there under from time to time.
 - a. The contractor has to pay not less than the minimum wages to all workers as stipulated by the Government of Tamil Nadu from time to time applicable for Engineering and Fabrication Industries. These workers shall be paid Dearness Allowance (DA) also along with the wages as specified by the Government of Tamil Nadu. If any change in the minimum wages is effected in the subsequent order of Government of Tamil Nadu during the period of contract, the contractor is bound to pay the revised wages as specified in the Government Order.
 - b. In addition to the above the contractor has to pay additional payment of Rs 2000/- per month for USW and Rs 2500/-per month for Diploma Holders for testing of ESP flow model projects as stipulated by BHEL /Ranipet from time to time . If any change in additional payment effected in the subsequent order during the period of contract, the contractor is bound to pay the revised additional payment as specified by BHEL /Ranipet.
 - c. The wages shall be disbursed on or before 7th day of the succeeding month. If 7th day falls on a holiday, payment should be made on 6th day or previous working day. Advance intimation regarding payment date, time and venue shall be given to the official-in-charge. In case the contractor failed to pay the wages to the workers on or before 7th day of the next month, BHEL has the right to pay the contract workers and deduct the same from the amount payable to the contractor. The Official-in-charge shall certify at the end of the entries in the Register of wages.
 - d. There should not be any distinction in the payment of wages made between Men and Women workers engaged in work of similar nature performed by them.
 - e. As per Contract Labour (R&A) 1970 and the Factories Act 1948 & Rules 1950, the contractor shall maintain 'Time Cards' in Form 25-B and issue the same to every contract labourer employed by him.
 - f. Weekly Off and Leave with Wages: No contract labourer shall be allowed to work continuously for more than 6 days in a week.
 - g. Apart from this, contractor should provide to every labourer employed by him one day of leave with full wages for every 20 days of actual work engaged by him.
 - h. The contractor shall also maintain up to date Register of Leave with wages in Form – 15 as prescribed under Rule 87 & 88 of Factories Act 1948.
43. The contractor should possess necessary licences, Permanent Provident Fund A/c No., and should take Insurance for his workers and produce them before commencement of work. The contract shall insure all his materials, tools, tackles etc also third party insurance shall be taken .
 - a. As per employees PF and misc. provisions Act 1952, the employee's contribution payable at present is 12% of wages which shall be recovered by the Contractor from the wages of his workmen and the contractor should pay equal contribution in addition to any

administrative charges in this behalf that may be decided from time to time. Remittance shall be made on time (i.e. on or before 15th of the following month).

- b. All the contract workers shall be enrolled in ESI (Employees' State Insurance). The effective date will be first day of the latest commencement of running contract concerned. The date shall be entered in the 'Date of Appointment' column of the ESI Declaration Form. Our ESI Code No. is 51-4766/Ranipet.
 - c. The workers who are already members of ESI need not be enrolled again.
 - d. The filled ESI declaration forms shall be submitted to the Executive (HR-CLX, REX). In the Declaration Form full address of the contractor shall be mentioned. Whenever a fresh and unregistered worker is engaged during the operation of contract, declaration form in respect of that workman which should be submitted to Human Resources Department within two days of such engagement.
 - e. ESI contributions (1.75% employees contribution + 4.75% employer contribution of the total monthly wages) before 20th day of every following month. (ESI Code No. 51-4766/R). Prescribed challans are available at ESI local office, Ranipet (near Sipcot). Contractors who have got their own code number can remit the contributions on that number.
 - f. Along with the challan copy, the details of remittance shall be submitted to the Executive (HR-CLX, REX) in the ESI compliance form.
44. The contractor should deduct Provident Fund and ESI amount as per the provisions and amount so deducted along with the matching contribution of the contractor shall be remitted to the authorities concerned within the stipulated time. The statement of deduction along with the challans evidencing remittance shall be submitted to Officer-in-charge. If the evidences are not shown, further bills of the contractor will not be paid. BHEL have the right to withheld the payment of his bills. Submission of statutory returns such as Half Yearly returns of ESI (Form 6), P.F. return (Form 12A), Form 5 and Form 10, Form 3A & Form 6A should be send to the concerned officers in time.
45. In case of any increase in wage rates on account of revision of minimum wages by Government of Tamil Nadu and any revision of rate of contribution in Provident Fund, ESI and Bonus percentages due to statutory amendments, the contractor is bound to pay the revised amount. In case the revision of minimum wages is made by Government of Tamil Nadu with retrospective dates, the contract is bound to pay such arrears arising out of such revision of minimum wages retrospectively, failing which BHEL as the principal employer will retain the amount from the contractor and pay to contract labourers working under him.
46. The workers' particulars such as Name, Age, Father's name, address etc., and their daily attendance have to be maintained by the contractor. The details of Provident Fund and ESI compliance have to be maintained by the contractor in the prescribed format/register.
47. As per the Contract (Regulation & Abolition) Act, 1970 & Allied Rules, the contractor employing 20 or more labourers is required to obtain licence from the Inspector of Labour, Vellore. This licence shall be amended and/or renewed whenever there is an increase in the workman employed by him or in the event of contract being extended or renewed. The contractor shall inform the Licence Number so obtained to the Human Resources Department.
48. The contractor shall maintain the following Registers and Records and make them available for inspection at any time. (The list is only for example, but not exhaustive).
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|---------------------------|--------------------------|
| a. Muster Roll | f. Register of Advance |
| b. Register of Wages | g. Wage slips |
| c. Register of Deductions | h. Register of Accidents |

- | | |
|-------------------------|---------------------------------|
| d. Register of Overtime | i. Register of Leave with Wages |
| e. Register of Fine | j. ESI Register in Form-7 |

All registers are required to be maintained as above and shall be produced as and when Government Officials and Statutory Authorities to make inspection from time to time.

49. In case a contract labourer meets with an accident while on duty, the contractor shall immediately intimate the information to Safety Department, Contracting Agency and Human Resources Department and submit the Accident Report duly filled in all respect and send a copy to ESI local office, ESI Dispensary and Inspector of Factories (for major accidents) with in 24 hours of accident through Safety and Human Resources Departments. All assistance for the injured workman such as to taking him to ESI Dispensary for treatment must be rendered by the contractor.
50. Compliance of the above provisions does not absolve the obligation of contractor arising out of other statutory obligations.
51. Employment of child labour is strictly prohibited.
52. Contractor should employ only persons having sound health and not above the age of 58 years, and not below the age of 18 years.
53. Payment of Bonus: In respect of work done by the labour, the contractor has to pay to his labourers as laid down by the Payment of Bonus Act – 1965.
54. The tenderer should be present if called for negotiation both technical and commercial. In case, the tenderer's authorised person is attending the negotiation such person should have the authorisation letter and he should be capable of taking spot decisions.
55. In case if you are not interested in submitting your quotation, you should return all the tender papers with a covering letter stating that your regrets for not submitting your offer for this tender.
56. If need tenderers may visit the site/working area and obtain all clarifications from Tender Issuing Officer regarding the nature of job before offering their quotation.
57. The contractor shall quote all the applicable taxes excluding Service tax in the offer and no tax (other than service tax) will be paid after the issue of the contract. Service tax shall be reimbursed at actuals by BHEL on production of relevant documents.
58. If any employee/labourer working in the contract is found involved in corruption activities, the contract will be terminated and the contractor will banned for applying for any future contract for three years.
57. The General Condition of Contract of BHEL as amended up-to-date also from part of the above tender and the contract to be entered upto. Copies of this may be had from the office of the undersigned.
58. Tenderer should be accompanied by a list of contract already held by the Contractor at the time of submission of the tender and giving the following particulars.
 - (a) The value of each contract.
 - (b) The balance of work remaining to be done on the same.
59. Erection of equipments include testing and commissioning of equipments.
60. Any covering letter and comments of the contractor should be submitted in duplicate along with the offer.

61.Liquidated Damage / Penalty:

If the contractor fails to complete the work within the period specified in the contract, BHEL Ranipet shall deduct as Liquidated Damages, as follows:

- a) LD shall be 0.5 % of the order value per week of delay or part thereof subject to a maximum of 10 % of the full order value.
- b) In case of any change to the order value, the LD shall be 0.5 % of the revised order value per week of delay or part thereof subject to a maximum of 10% of the revised order value.
- c) In case of staggered delivery schedule, LD shall be 0.5 % per week of delay or part thereof subject to a maximum of 10% of the undelivered portion.

62. It is hereby agreed by me/us that the BHEL General Conditions of Contract including subsequently amendments/additions/deletions of clauses if any, and conditions pertaining to the settlement of disputes by Arbitration form an integral part of the tender documents and that the tender submitted by me/us is subject to the aforesaid BHEL General Conditions of Contract which has been read and accepted by me/us.

63. If any excess materials (i.e. more than required) are supplied /brought inside the factory, B.H.E.L will not make any payment for this excess materials and Contractor should take the excess materials and scrap materials back .

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SPECIAL INSTRUCTION TO TENDERERS

Contractor's scope of supply:

- a. The successful tenderer shall arrange the following items on their own cost: Acrylic sheets, mild steel rods, Slotted angles, fasteners, Hard board, Cello tapes, PVC tubes, etc as applicable for fabrication of flow model (for details please refer Annexure-B -BOM)
- b. Tools for Acrylic sheet cutting (both bench and portable cutting machines), grinding etc as applicable, those required for completing the job.
- c. Buffing wheel also shall be used along with jackplane for better matching.
- d. High density sponge shall be used between flanges to achieve leak proof joints.
- e. All tools required for fabrication and erection.
- f. All consumables including fasteners, screw nails, drill bits, thread for fixing deflection plates (minimum 3 boxes per project), adhesive, sponge gaskets etc of sufficient quantity.
- g. Fabrication of model components as per the specification and typical drawing attached, at Flow model lab, BHEL Ranipet.
- h. Transportation of components from tenderers' works to Flow Model Laboratory at BHEL Ranipet.
- i. Erection of model components as per the General Arrangement drawing of the model attached, at BHEL Ranipet.
- j. Providing Unskilled / Semiskilled workers and Supervisor with Diploma required for testing (For man days, refer Annexure-B -BOM).
- k. Dismantling of model after model studies are completed and handing over at our Disposal stores.
- l. Attend to any defect occurring at any stage till flow model studies are completed and model is disassembled.
- m. The model fabrications and erections shall conform to the specification in Annexure.
- n. The time lapse between receipt of fabricated components at the laboratory and start of erections could range from minimum 15 days to maximum 90 days. Care shall be taken by BHEL (space availability) to reduce this period to the extent possible.
- o. The Flow model study tests shall run for a period from a minimum of 30 days (approx) at one shift a day.
- p. The fabrication and erection of the Flow model components shall be carried out with an experienced /trained personnel.

- q. Two-shift operation shall be effected depending upon the requirement (during erections and Flow model study tests). The contractor's representative shall be present on all the time.
- r. For carrying out the erection activities an experienced supervisor shall be employed by the contractor.
- s. During Fabrication, erection and testing of Flow model, a full time supervisor (technically qualified) shall be available in the working spot.
- t. Rates shall be quoted as per the format (Annexure-B) enclosed only.
- u. Power and water that required for carrying out the jobs listed in the tender will be issued to the Contractor at **FREE OF COST**.
- v. All the inward materials shall be properly entered in the register kept at Security entry point and also weigh the vehicle with materials and without materials (for acrylic sheets), then only payment will be made for inward materials. There shall not be any over writing / corrections on the Delivery Challan (DC).
- w. After award of contract, the Contractor shall give the unit prices (considered in their offer) for all the items referred in the (Annexure-A – Price bid).
- x. G.D screen sheets, issued by BHEL shall be erected as per drawing, which forms part of erection activity.
- y. BHEL reserves the right to place the order for supply of the entire quantity for all the projects on one tenderer (or) divide the projects on different tenderer. Splitting of the order on project wise only. Splitting quantity of different items with in the same project is not allowed.
- z. For leak arresting in the ESP model , plaster of paris shall be used.

SPECIAL CONDITIONS

1. Bills should be claimed for correct entitlement. In case of any irregularity/discrepancy in the operation of contract such as claiming of incorrect / inflated quantity of the work, billing at incorrect rates etc., BHEL shall view it seriously and take appropriate action which would include recovery of excess payment and termination of contract.
2. The contractor should carryout the work identified by the authority concerned within the premises of BHEL.
3. This work shall be in force for **One Year** from the date of commencement of work. The period of the contract may be renewed or extended at the discretion of Bharat Heavy Electricals Limited.
4. In case of any neglect or refusal on the part of the contractor to provide and have in readiness sufficient labour for the aforesaid work or if in the opinion of Officer-in-Charge, the services provided by the contractor are not satisfactory, the Officer-in-charge shall be at liberty to make such arrangement as he may deem fit at the cost and expense of the contractor. The contractor shall be advised of the amount so incurred and he shall be bound to remit the sum within three days from the date of receipt of such advice. Failure to do so will entitle the Officer-in-charge to deduct the sum from the Security Deposit or from any money due to the contractor.
5. The contractor shall either supervise the work or provide a supervisor to supervise the work of his staff. The supervisor employed by the contractor shall ensure proper out-turn of work and the discipline by the labour to be put on the job and in general see that the works are carried out in a safe and proper manner.
6. The contractor shall withdraw his labour only after obtaining the prior approval of the Officer-in-charge and he shall arrange to re-employ the labour within a day from the date of intimation to him.
7. Bharat Heavy Electricals will not be responsible for the idle labour of the contractor for whatever reasons.
8. Should any error or ambiguity be discovered in the specification or information, the contractor shall forthwith bring the same to the notice of Bharat Heavy Electricals Limited before commencement of work. The BHEL's interpretation in such cases shall be final and binding on the contractor.
9. In case of labour strength has to be increased to complete the work within the stipulated period, no extra claim for payment under any circumstances will be entertained.
10. Bharat Heavy Electricals Limited reserves the right to decide the suitability of the workers and other personnel who may be employed by the contractor.
11. In case of damage or loss to any equipments or components or any other property of the Bharat Heavy Electricals Limited caused due to the negligence and carelessness of the contractor's men, the responsibility shall rest with the contractor. The actual cost of the damage or loss together with the overhead will be recovered from the contractor's bill. The decision of Bharat Heavy Electricals Limited regarding the cost as well as the extent of cost of damage shall be final and conclusive.
12. The lowest offerer shall be decided comparing the total amount quoted by the contractors covering all activities.

SAFETY PRECAUTIONS

1. The Contractor must inspect the area of work to decide the safety precautions necessary for executing this contract.
2. Whenever people work at height more than six feet, platform shall be provided or the workers shall wear safety belt to avoid fall from the height.
3. Wherever any area declared dangerous, the workers shall not be allowed to work till a written clearance is obtained from appropriate authorities.
4. No material of any kind shall be dropped or allowed to be dropped from any height.
5. Inflammable materials shall not be stored near places where the sparks are likely to occur.
6. The necessary safety equipments such as gloves, ear muff, helmet, dust/fume respirator, goggles etc must be issued to the workmen and strictly to be used while carryout the work. If Personal Protection Equipments not provided by the contractor, BHEL shall provide the required PPEs on chargeable basis, depending upon the stock availability.
 - (i) Safety helmet confirming to IS-2925:1984.
 - (ii) Safety Belts confirming to IS-3521:1983.
 - (iii) Safety Shoes conforming to IS-1989:1978.
 - (iv) Eye and face protection devices confirming to IS-8520:1977. And IS-8940:1978.
 - (v) Hand and body protection devices conforming to
 - (1). IS-2573:1975 (2). IS -6994:1973 (3).IS-8807:1978 (4).IS-8519:1977.
7. If the contractor's workmen found violating the safety precautions, punitive action will be taken by withholding a sum of Rs.500/- to Rs.1000/- from the contractor bill for each violation`.
8. The working area shall be kept clean and free from all obstructions.
9. All temporary electrical connections shall be properly earthed, insulated and periodically checked.
10. All safety precautions are to be taken by the contractor at his cost.
11. These safety measures shall be deemed to form an integral part of the Work Order/ Agreement.
12. A list containing the name of persons who are working, their age, designation, pay, nature of work is to be furnished immediately on receipt of work order in triplicate.
13. The work should be carried out in the presence of Contractor's Supervisor and prior permission should be obtained from the concerned supervisor and the section before starting the work.
14. The Contractor should arrange suitable Insurance Coverage for all his workers and his equipments.

PRICE BID**ANNEXURE – A**

Work: ESP Flow Model Study

Sl No	Description	Barh- II 2x660 MW	Muzaffarpur 2x195MW	Jhabua 1x600MW	Parli 1x250MW
01	Supply of flow model materials as given in the Annexure – ‘ B ‘ (Sl. no 01-9)				
02	Fabrication , erection and dismantling of model at our flow model lab, as given in Annxeure -B (Sl no 10,11&15)				
03	Testing of model and report preparation as given in Annexure – B (Sl no 12-14)				
	Sub-total cost (Project wise) Rs.				
	Service Tax @ _ % on Rs. _____				
	Total cost (Project wise) Rs.				

Remarks:

BHEL reserves the right to split the projects to more than three parties.

- a. **L1 will be decided based on Project wise lowest price. In case single party become L1 in all the four projects, BHEL reserves the right of splitting the projects at its discretion to minimum of three parties (i.e, two projects to L1 party , one project to L2 party at the ordering rate of L1 & One project to L3 party at the ordering rate of L1..**
 - b. **In case L2 does not agree for L1 counter offered rates, the chance will be exercised with next bidders in seriatim till to meet BHEL’s requirement.**
 - c. **In case the counter offered final L1 rate is not accepted by the all the other vendors in race, the entire order (four projects) will be placed on L1 vendor subject to their capability and meeting the BHEL’s delivery schedule.**
1. The measurements for the item in sl no from 1 to 3 of BOM – ‘Annexure-A’ will be taken on the finished product only for payment.
 2. The measurements given above are only for the guidance and not limited to the figures given. The supply of materials should be of sufficient quantity to complete the modeling to the satisfaction of the site engineer-in charge.
 3. Items like Field, PVC tube, Steel rod, Slotted angle, Hardboards are to be cut and finished as per relevant sketches enclosed.
 4. Model-layout drawing is enclosed for reference and making the model.
 5. Your rates shall be valid for one year from the date of awarding of contract. Addition of work/Projects if any shall be accommodated at the same rate.

6. BHEL may cancel any projects (or) add any projects (or) substitute with new Project(s) in place of any Project(s) already ordered, if there is any change in our Commercial / Production Plan to suit our Customer requirement.
7. BHEL may short close any projects , if contractor fail to complete the projects or if any projects cancelled by commercial department during/after execution of the projects.
8. One technical supervisor (Diploma holder) & three Un-skilled worker shall be provided for testing for each project.
9. Also refer General terms & conditions, special conditions and other tender documents.
10. After successful completion of model tests, model to be dismantled and handed over to BHEL's stores.
11. The model should be fabricated and erected on or before 30.12.2012
 - a) For the delayed delivery beyond the above delivery time , at the rate of 0.5% per week or part thereof subject to a maximum of 10 % of the offered value will be loaded.
12. The Acrylic sheets should be good quality (A – grade)
13. If any excess materials (i.e. more than required) are supplied /brought inside the factory, B.H.E.L will not make any payment for this excess materials and Contractor should take the materials back.
14. Supply of materials should be made (progressively) at the time of exact requirement to meet the delivery schedule.
15. For the items against sl no 01-03 of annexure 'B': 75 % of the amount will be paid on receipt of raw materials at our end against hypothecation and balance payment will be given as per finished quantity after completion of fabrication and erection of ESP model in the final bill. For sl no 04-09 of annexure ' B' : 100 % payment will be made after receipt of materials at our end.
16. a) Payment will be made monthly once based on completion of work , certified by Engineer-in-Charge through e mailbook..
 - b) Any deviation to the payment terms offered with respect to NIT terms, the loading will be at the lending rate of SBI + 2% for the period of relaxation sought by bidder.
17. In report preparation, photo coverage pages approximately 75 pages per project should be colour Xeroxed and reports should be spiral bound.
18. Supply of PVC tube, Steel Rod and Dismantling activity mentioned in the Bill Of material may be or may not be operated which depends on requirement.
19. **Additional testing man days added in all the four projects to cover extra testing in other projects.**
20. **Material for 6 mm acrylic sheet requirement is added in all the four projects for additional work like inlet funnel, outlet funnel, ducting systems fabrication and erection of some more projects.**
21. **Fabricated materials like funnels, ducts, flanges etc. will also be issued for erection of additional work .**

ANNEXURE – B**BILL OF QUANTITIES**

Ref: AQCS:FMS:TEND:38

Work: ESP Flow Model Study

			Barh- II 2x660 MW	Muzaffarpur 2x195MW	Jhabua 1x600MW	Parli 1x250MW
S.no	DESCRIPTION	UNIT	QTY	QTY	QTY	QTY
1	ACRYLIC SH 10 MMTK	SQM	217	106	171	111
2	ACRYLIC SH 6 MMTK	SQM	180	100	100	100
3	OPAQUE SH 2 MM TK	SQM	8	10	10	9
4	HDBD 4X375X1400	NO	0	250	0	0
5	HDBD 4X450X1500	NO	545	0	527	310
6	PVC TUBE	RM	329	148	318	138
7	6 MM STEEL ROD	RM	376	176	355	170
8	SLOTED ANGLE 40X40X2	RM	200	100	100	100
9	CELLOTAPE	NO	200	100	100	100
10	FABRICATION	SQM	405	216	281	220
11	ERECTION	SQM	405	216	281	220
12	TESTING(USW)	MD	360	240	240	240
13	TESTING(Diploma)	MD	180	120	120	120
14	REPORT PREPARATION	SH	2000	1000	1500	1000
15	DISMANTLING	NO	1	1	1	1

ISSUING OFFICER

STATUTORY REQUIREMENT

The Contractor shall comply with the following statutory obligations during execution of the contract:

1. Contractor shall obtain separate PF & ESI codes (Own codes). If warranted, BHEL Welfare section will facilitate the contractor in this regard.
2. Contractor shall submit the following documents every month:
 - i. P.F remittance challan along with Form 12A, 10, 5 & 2.
 - ii. P.F returns of 3A & 6A i.e., Half yearly & Annual returns.
 - iii. ESI remittance challan along with 6A.
 - iv. Attendance register.
 - v. Wage register duly witnessed by the concerned agencies.
3. Contractor shall issue ESI permanent photo identity card to their workers.
4. Contractor shall submit the statement regarding engagement of contract labours before 04th of every month.
5. Attendance details of manpower engaged shall be given in the first week of every month.
6. Photo identity card shall be provided for contract labour.
7. **The contractor has to pay not less than the minimum wages to all workers as stipulated by the Government of Tamil Nadu from time to time applicable for Engineering and Fabrication Industries. These workers shall be paid Dearness Allowance (DA) also along with the wages as specified by the Government of Tamil Nadu. If any change in the minimum wages is effected in the subsequent order of Government of Tamil Nadu during the period of contract, the contractor is bound to pay the revised wages as specified in the Government Order.**
8. **In addition to the above, the contractor has to pay additional payment of Rs 2000/- per month for USW and Rs 2500/-per month for Diploma Holders in testing of ESP flow model projects, as stipulated by the BHEL /Ranipet from time to time . If any change in additional payment in the subsequent order during the period of contract, the contractor is bound to pay the revised additional payment as specified by BHEL /Ranipet.**
9. **Payment to contract labourers should be in the presence of AQCS officials.**