



NIT No. PDX/MM&SC/MUZAFFRAPUR/T-05

Sub:- Development of Infrastructure Facilities at Muzaffarpur TPS pertaining to R & M of 2x110 MW, Unit 1 & 2 for KBUNL, Kanti, Bihar.

Note:

- 1. The Special terms and conditions given here supersede the relevant terms & conditions given in Part I, i.e. Instruction to tenderers and General Terms and Conditions.**
- 2. NO DEVIATION IN ANY OF THE TENDER TERMS SHALL BE ACCEPTABLE.**

1.0 INTRODUCTION

1.1 This section of the tender defines the scope of the contractor's work other than as specified in the Technical Specifications. The requirement and conditions mentioned in this section are in addition to what are stated in Section - IA (Instructions to Tenderers) and Section - IB (General terms and conditions) & Section - III (Technical Specifications).

1.2 In case of any conflicting provisions given in different sections of the tender following shall be the order of preference forming the basis for arriving at a conclusion :

- A) Description in schedule of quantities of price schedule**
- B) Technical Specifications**
- C) Special Conditions if any**
- D) Drawings**
- E) General terms & conditions**

1.3 Brief Description of Project site: - The project site is located at 2 X 110 MW, Unit 1 & 2 of Muzaffarpur TPS for KBUNL, Kanti, Bihar.

1.4 The bidders are advised to take into account all factors and any fluctuations in the market rates etc having effect on prices. No delay will be accepted and no claim will be entertained on this account after acceptance of the tender or during the currency of the contract. It is advisable that the bidders visit the site prior to bid submission.

2.0 NATURE OF JOB

The job tendered out comprises mostly Repair & Modification Job and all the vendors are required to note the following :-

2.1 They should visit the site before submitting their offer and make sure that they understand the working environment, present state of the structures, availability of original documents with our customer, local rules, laws and regulations etc. A certificate to this effect should be submitted by the bidder in technical bid as per format given at Annexure "J" of Instruction to Tenderers .

NOTE: BHEL shall not accept any claim arising out of above factors.

Prepared by

Checked by

approved by

Date of Issue .

Ashutosh Pandey

R.K.Mundra

C.P.Jaiswal

24 NOV 2010



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

3.1 The bidder should have experience of successful execution of Civil Construction Works for Building Works during last seven years ending 31.07.2010 for either of the following values:-

(a) Three works each valuing not less than Rs 30 Lacs.

Or

(b) Two works each valuing not less than Rs 35 Lacs.

Or

(c) One work valuing not less than Rs 60 Lacs.

Copy of work orders, BOQ and completion certificates are required to be submitted in fulfilment of above criteria.

3.2 The bidder should have average annual financial turnover not less than Rs. 25 Lacs during last 3 years, ending 31st March,2010. Self attested Audited Balance Sheet and P/L Account for last three years to be submitted in fulfilment of this criterion.

Note:

1.0 Above mentioned criteria should be met by the bidder himself and not by any associate bidder.

2.0 In case the bidder himself or his principal or their wholly owned subsidiary or Joint Venture Company is competitor of BHEL in the field of R & M of Power Plants and/or for Green Field Power Projects, their bid shall not be considered.

4. OTHER INFORMATION TO BE SUBMITTED BY BIDDER:The bidder should submit following duly signed and stamped -

4.1 No Deviation Certificate (Technical) as per Annexure "H" of Instruction to Tenderers.

4.2 No Deviation Certificate (Commercial) as per Annexure "I" of Instruction to Tenderers.

4.3 Copy of PAN No.

4.4 Copy of Service Tax Registration No. (If Applicable)

4.5 An attested copy of the Power of Attorney, in case an individual other than the sole Proprietor / Director / Partner signs the tender.

4.6 Documents in support of type of firm.

4.7 Financial viability statement as per Annexure "C" of Instruction to Tenderers with supporting documents.

4.8 Certificate confirming knowledge about site condition as per Annexure "J" of Instruction to Tenderers.

Note:

1.0 Above mentioned criteria should be met by the bidder himself and not by any associate bidder.

2.0 In case the bidder himself or his principal or their wholly owned subsidiary or Joint Venture Company is competitor of BHEL in the field of R & M of Power Plants and/or for Green Field Power Projects, their bid shall not be considered.

5.0 SCOPE OF WORK : Brief scope of work is as follows -

A : FOR CIVIL WORKS :

1.0 Scope consists of following:

1.1 Repair & Renovation of quarters allotted to BHEL for conversion into Transit Hostel and Family Accommodation.

1.2 Addition/Alteration and Renovation of allocated building in Power House area or outside for establishment of BHEL site Office.

1.3 Work in open store yard such as fencing etc.

1.4 Repair work in covered store as required.



1.5 Any other work as per requirement.

B : For Electrification and Electrical fittings -

1.0 SCOPE OF WORK : The scope of work Electrification of facilities below. Work includes Supply, Installation & testing commissioning of Electrical Items for following facilities as per approved drawings, documents, time schedule and instruction.

- 1) Houses . 03 nos.
(01 Drawing room + 02 Bed rooms, 02 Toilet + 01 Kitchen + 01 Store room + + 02 garage + Stairs)
- 2) Site Office – approx. 25mtrs x 8mtrs at present in good condition.
- 3) Covered Store – approx. 30mtrs x 10mtrs
- a. Open Storage Space – approx. 50mtrs x 40mtrs.

Note: For detail refer technical specification.

6.0 COMPLETION SCHEDULE:

6.1 On intimation by BHEL through Fax or Telegraphically for issue of LOI, the contractor has to make initial mobilisation of his materials resources and work force so as to commence the work within 15 days of issue of LOI (for which fax intimation shall also be communicated). Further mobilisation of fresh resources and augmentation of existing resources shall be done in consultation with BHEL in all the area as covered in scope of work.

6.2 The total work under the scope should be completed within 06 months from the date of issue of LOI or 02 months from last input from BHEL/Customer whichever is later.

6.3 Upon award, the contractor shall submit to BHEL within 15 days of issue of LOI, a network showing the sequence of activities covering complete construction activities under the scope.

NOTE: Completion time is the essence of the contract. Hence the contractor may be required to arrange working in extended working hours/ round the clock working to achieve scheduled completion .

7.0 PRICE SCHEDULE :

7.1 Please refer to the Price Schedule. Price bid should be submitted strictly as per the enclosed price schedule. Any deviation w.r.t. price schedule is not acceptable and the offer having deviation is liable to be rejected . **Rates quoted by the bidder against schedule items shall remain firm.**

7.2 The description of item contained in price schedule may not be elaborate. For more clarity about the scope, this should be always read in conjunction with the Technical Specifications.

8.0 TAXES AND DUTIES :

8.1 Price shall include all taxes / Duties / Royalties / Octroi applicable as on date of submission of tender **except Works Contract Tax/Trade Tax/VAT and Service Tax.**

7.2 Service Tax shall be payable to the contractor at actual at the rate prevailing at the time of execution.

7.3 Work Contract Tax/Trade Tax/VAT as applicable shall be reimbursed to the contractor at actual at the rate prevailing at the time of execution against submission of the invoice and documentary proof of tax paid.

7.4 No claim shall be admissible on account of revision in rate of existing taxes & duties (except WCT/Trade Tax/VAT and Service Tax) subsequent to bid submission. However if any new taxes & duties are introduced subsequent to bid submission and during the currency of the contract including its extension if any for the reasons not attributable to



the contractor, the same shall be reimbursed at actual against documentary evidence of remittance by the contractor. In case the contract period is extended for the reasons attributable to the contractor, no such reimbursement shall be made during the extended period.

- 7.5** Income Tax shall be deducted at source (TDS) as per prevailing rules and copy of TDS shall be provided to contractor.

9.0 TERMS OF PAYMENT :

- 9.1** Progressive payment may be regulated as per clause 8.3 below, subject to the deductions towards income tax with surcharge, any other tax or levies applicable and recoveries towards materials/ services rendered on chargeable basis, penalty and LD, if applicable.

- 9.2** All the payments due to the Contractor will be made through Electronic Fund Transfer (EFT). For EFT facility the successful bidder is required to submit the details duly endorsed by their bankers in the prescribed proforma as enclosed at Annexure "A". Normally payment of bills takes about 30 days from the date of receipt of bills at Bhopal office duly verified by Site Engineer.

- 9.3** Progressive payment of 95% of the actual value of work executed till the date of measurement shall be made based on actual measurements & verification by BHEL through running account bill and balance 5 % shall be paid with the final bill.

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

10.0 VARIATION IN CONTRACT PRICE :

The quantities shown on the drawings & documents may vary. BHEL reserve the right to add or delete items depending upon the final requirement. For such addition or deletion, the Contract price shall be adjusted based on the quoted unit price, which shall be valid for a variation of ± 30 % of the total contract price.

11.0 EXTRA/ADDITIONAL ITEMS OF WORK :

- 11.1** Any **NEW ITEM** of work which is explicitly not as per the scope envisaged in the tender but found essential during execution of the contract for satisfactory completion of the total work, it will come under the ambit of Extra Item of Work. In case such extra item is executed, the rate for the same shall be determined in the following ways and in the same priority :

- a) The rate for such extra item shall be derived from the nearest possible item or group of items of the awarded price schedule.
- b) If the derivation of rate of an extra item is not possible as per a) above, the same shall be derived from latest version of Delhi Schedule of Rates (CPWD DSR) with applicable escalation if any in the area where site is located.
- c) If the derivation of rate of an extra item is not possible as per a) and b) above , the same shall be derived from any order placed by BHEL in last 1 year for the same item either on the same vendor or on any one else in the vicinity of 100 kilometres of project site.
- d) In case of failure by all the above three (a), (b) and (c) means, the rate for extra item shall be derived on prevailing market rates and on actual basis by observing the consumption of materials (with permissible wastage as per standard practice), deployment of labours and other incidentals with 15 % as contractor's premium and overheads. For this purpose the contractor has to maintain and produce proper record duly certified by BHEL Engineer. Decision of BHEL in this regard shall be final and binding on the contractor.

- 11.2** Under no circumstances the contractor shall suspend the work on the plea of non-settlement of rates for extra item falling under this clause or claim any compensation on that account.



11.3 BHEL reserves the right to carry out such extra/additional items of work through any other contractor or in such a manner as he considered advisable.

11.4 The contractor on receipt of drawings from BHEL, shall inform within 15 days towards the rate / rates of item / items for carrying out the extra/additional item of work. This shall be supported by analysis of rates including market rates.

12.0 SUSPENSION AND CANCELLATION OF WORK

BHEL reserves the right to suspend and restart execution of the contract without invalidating the provisions of the contract. Orders for suspension or restart of the contract will be issued by BHEL to the contractor in writing. In such case, the time for completion of the contract will be extended for a period mutually agreed to between the parties. **No price variation on this account shall be admitted.**

In general, no order shall be cancelled after the issue of the order or the understanding to proceed with the work. However, in the event of such cancellation of contract after commencement of the work, BHEL shall pay the Contractor compensation for the loss of profit on this account, in addition to the expenses incurred by the contractor in respect of the contract.

13.0 EVALUATION OF THE OFFER AND ISSUE OF WORKS ORDER

13.1 Evaluation of the offer will be strictly based on information submitted by the bidder vis-à-vis qualifying criteria and other tender requirements. In view of this, the bidder is requested to go through tender document carefully and furnish all details clearly in the offer submitted by them. Missing information may not be asked by BHEL. Price Bids of only techno-commercially qualified bidders shall be opened.

13.2 Prices quoted against different price schedules shall be combined to arrive at the total price of the package. Total price of the package shall be compared for the purpose of arriving at L-1 bidder.

13.3 In case of any item not quoted, the highest quoted rate for that item amongst all bidders will be taken for the purpose of evaluation and the lowest quoted rate for that item amongst all bidders will be taken for award.

13.4 Based on the techno-commercial evaluation and priced bids, the successful bidder shall be awarded the contract for the complete package.

13.5 **No condition or deviations should be asked for in price bid.**

14.0 INSURANCE –

a) It shall be the sole responsibility of the contractor to obtain transit insurance for envisaged scope of supply and get insured the property, materials, machineries, tools & tackles etc. belonging to him.

b) It shall be the sole responsibility of the contractor to insure his workmen against risks of accidents and injury while at work as required by the relevant rules and to pay compensation, if any, to them as per Workmen's Compensation Act. The work will be carried out in a protected area and all the Rules and Regulations of BHEL / its customer in the project Area which are in force from time to time shall be followed by the contractor.

c) If due to contractor's carelessness, negligence and / or non-observance of safety and other precautions, any accident / injury occurs to other persons / public, damage to BHEL's / its customer's property and/or personnel occurs, and if BHEL is unable to recover in full its claim from the Insurance Company, the deficit will be recovered from the contractor. The contractor shall be responsible for necessary compensation and other expenses in full, if so decided by the appropriate authority.

d) It shall be the responsibility of the contractor to provide security arrangements for the equipment/materials belonging to BHEL / its customer & handed over to the contractor for Transportation / erection till these are taken over by BHEL or are returned to BHEL / its customer's Stores.



15.0 LD FOR DELAY

The total work under scope is to be completed within the completion time mentioned under Clause 6.2 of Special Conditions. Required shutdown, approval, drawings and material in scope of customer/BHEL shall be made available to contractor in time.

Delay in completion of the work under scope that may take place beyond contractual schedule OR within any extension for the reasons attributable to the contractor shall be subject to imposition of LD at the rate of 0.50 % of the contract order value per week of delay subject to maximum ceiling of 10% of the contract order value.

16.0 WARRANTY

16.1 The warranty period for the work executed shall be for a period of 12 months commencing immediately from the date of completion of the total package.

16.2 In case of any deficiencies in the workmanship, which is detected before the expiry of the warranty period, the contractor on notification by BHEL shall rectify or remedy the defects at his own cost and provisions of this clause shall apply to the portions of the work so replaced or renewed until the expiration of 6 months from the date of such replacement or renewal or the expiration of the original warranty period whichever is later. The repairs of the defective work shall be done by the contractor within a reasonable time to be decided mutually. If any defects be not remedied within a reasonable time, BHEL may proceed to do the work after giving 30 days notice to the contractor at the reasonable price and debit the cost to the contractor, but without prejudice to any other rights which BHEL may have against the contractor in respect of such defects. The new warranty after repairs shall be for 6 months from the date of commissioning or original warranty which ever is later.

16.3 During warranty period the contractor shall be liable to repair or replace any defective work that may develop in his own manufacture or those of his subcontractors under condition provided by the contractor and under proper use and arising solely from faulty design of material or workmanship. The contractor's obligation against the above clause shall be limited at contractor's option to replace or repair at contractor's works or at site. All transportation, insurance and other charges for carrying out remedy to the defective works shall be borne by the contractor.

16.4 The acceptance of the work by the engineer shall in no way relieve the contractor of his obligation under this clause.

17.0 TERMINATION OF THE CONTRACT

"No order shall be terminated after issue of the order or the understanding to proceed with the work except if desired by the Customer or Government of India. In the event of such cancellation, the Contractor shall be paid for all the work either fully or partly executed prior to the date of termination and the commitments entered into and expenses incurred for the execution of the contract as on the date of such termination. Nothing extra in addition to above shall be paid to the contractor in the event of such termination.

18.0 EXTENSION FOR DELAY :

If the works be delayed due to

- a) Force majeure or
- b) Delay on the part of the other contractors or tradesmen engaged by the BHEL in executing work not forming part of the contract, or
- c) Any other cause which, in the absolute discretion of BHEL is beyond the contractor's control then upon the happening of any such event cause delay, the contractor shall immediately give notice thereof in writing but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of BHEL to proceed with the work.



Requests for extension of time, to be eligible for consideration shall be made by contractor in writing within fifteen days of the happening of the event causing delay. The contractor may also, if practicable, indicate in such a request the period for which extension is desired, the working plan for remaining work.

In any such case Engineer-in-charge, BHEL or any other officer authorized by BHEL may give a fair and reasonable extension of time for completion of the work. Such extension (Grant/Denial) shall be communicated to the contractor by the Engineer-in-charge in writing, within 1 (One) month of the date of receipt of such request by the Engineer-in-charge.

NOTE: On account of this No additional compensation of any kind shall be admissible.

19.0 LIMITATION TO LIABILITY

The aggregate liability for any or all claims including penalty for delay/Liquidated damages and indemnification shall not exceed 100% of the total contract price.

20.0 STATUTORY REQUIREMENT:

It shall be the sole responsibility of the contractor to obtain all necessary statutory sanctions, approvals, Licence, Permits, & Certificates etc. as may be required to execute the work as envisaged in the scope. BHEL shall only provide all necessary assistance in obtaining such sanctions, approvals, licence, permits etc.

21.0 FACILITIES TO BE PROVIDED BY BHEL/CUSTOMER: Depending upon the availability with the customer, following facilities shall be extended to the contractor. However this is not a binding to BHEL and in case the same could not be made available, the contractor will have to make his own arrangement.

21.1 Construction Office, Stores and temporary hutments :

Depending upon the availability and requirement, the space for construction of office, stores and temporary hutments shall be provided free of cost to the contractor. However, the contractor shall remove all such temporary structures and handover the space made available to the contractor in a clean, levelled and tidy condition within two weeks of completion of the contract.

21.2 Electricity : The contractor shall be provided with free supply of electricity for the purpose of contract at convenient locations. Contractor shall make his own further distribution arrangement. All temporary wiring must comply with local regulations and will be subject to Engineer In-charge inspection and approval before connection to supply. Power supply for office, stores, labour and staff colony etc. shall be provided on chargeable basis as per prevailing rates.

21.3 Water : Free supply of water will be made available for the construction purposes at agreed points in the site. Any further distribution will be the responsibility of contractor. Free drinking water will also be provided in the site. Further distribution either to labour colony or at works or at office shall be the responsibility of contractor.

21.4 Communication: Intercom facility available at site shall be provided at contractor's site office and store.

21.5 Laboratory facilities available at site shall be extended free of cost as and when required.

21.6 Customer shall issue entry passes for the contractor's staff during normal/extended working hours including Sunday and holidays, depending upon requirement of work.

22.0 Tools, Tackles & Equipments:- Tools, Tackles, Equipments:-

All tools & Tackles and consumables required for the satisfactory execution of the job will have to be arranged by the contractor at free of cost. All measuring instruments, tools and tackles should be tested periodically and contractor shall also produce necessary certificate and proof of having tested & calibrated from certified agencies. List of tools, tackles & equipments of reputed manufacturers with proper Test /



Calibration Certificates to be arranged by the contractor at his own cost is given below but not limited to this (**only for guidance**):

22.1 Tools, tackles & Equipment pertaining to civil construction

- i) Theodolite with measuring staff.
- ii) Dumpy Level with measuring staff.
- iii) Steel Tapes
- iv) Stop watch.
- v) Platform type weighing Machine (200 KGS. Capacity).
- vi) Electronic balance (5 KGS. Capacity).
- vii) Simple Balance.
- viii) Dry density Test Kit.
- ix) Slump Cone with Tamping Rod.
- x) 15 cm. Cube Moulds – 24 Nos.
- xi) Compression Test machine for concrete cubes.
- xii) Plumb Bobs, Spirit level, Vernier calliper, Micrometer.
- xiii) Thermometer for Temperature measurement of concrete Mix.
- xiv) Tilting type concrete mixers .
- xv) Needle Vibrators with needles of various sizes like 5, 40, 30 mm.
- xvi) Plate Vibrators.
- xvii) Earth moving equipments – Dozer, JCB, Truck, Dumpers.
- xviii) Road rollers (8 – 10 Tonnes Capacity).
- xix) Mechanical Earth Compactors.
- xx) De-watering Pumps, Sludge Pumps and Tullu Pumps (for curing).
- xxi) Welding Machines.
- xxii) Gas Cutting Sets.
- xxiii) Base Mounted Drill Machines.
- xxiv) Hand Drill Machine.
- xxv) Grinding Machine for fabrication works.
- xxvi) Floor Grinding Machine.
- xxvii) Tile Cutter.
- xxviii) Jack Hammer with compressor.
- xxix) Sieve Sets for sieve analysis of coarse & fine aggregates.
- xxx) Test Kit for Impact value / abrasion value test of aggregates.
- xxxi) Sufficient number of Hacksaw, saw, spade, pick-axe, crow bar, shovels, tagadis, hammers, chisels, trowels and other necessary tools & plants as per requirement at sites.



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ANNEXURE "A"

FORMAT FOR (EFT) ELECTRONIC FUND TRANSFER

You are requested to submit the information as per details given below at the earliest to enable processing of e-payment :

1. Name of the Supplier (Max 60 char)
2. Account No (Max 17 char)
3. Name of the bank, branch, city (Max 60, 40 and 20 characters respectively)
4. Branch Code (Max 5 char)
5. MICR Code (Max 30 char)
6. IFSC Code (Max. 30 char) [Every NEFT enabled bank / branch has a unique IFSC Code (Indian Financial Security Code)] This code may differ from RTGS IFSC code.

VENDORS / BIDDERS ARE SUPPOSED TO SUBMIT THE INFORMATION ON FIRM'S LETTER HEAD DULY ENDORSED AND STAMPED BY THEIR BANKERS.

In addition to above information please also furnish the following details to enable faster clearance of bills.

7. E-Mail Address (Max 40 char)
8. Details of TIN No. (Max 11 char)