



**Bharat Heavy Electricals Limited**

**Boiler Auxiliaries Plant**

**Ranipet - 632 406**

Tamil Nadu, India

**NEW PRODUCTS- WEG**

Phone: 04172- 284283/284340/284886 Fax : 04172 -241109

Email : [nraiendran@bhelrpt.co.in](mailto:nraiendran@bhelrpt.co.in)

**TENDER NOTICE NO: NP:WEG: 02 / 2016 Dated 10.05.2016**

Sl No	Name of Work	Estimated Cost	Earnest money deposit	Period of Completion
01	Repair of Danke make 315 KVA, 33 KV / 415 V, Transformer at BHEL Wind Farms at Kadavakkallu, Ananthapur District Andhra Pradesh	Nil	Nil	60 Days

Tender will be published in our BHEL Web site with a note "For Information only" .  
Tender documents can be freely downloaded vendors from BHEL Web site.

[http://www.bhel.com/tender/list\\_tender.php](http://www.bhel.com/tender/list_tender.php)

All Corrigenda ,addenda, amendments, time extensions, clarifications etc., to the tender will be hosted on the above bhel web site only.

BHEL will not be responsible for any loss/delay of documents sent by post.

BHEL reserves the right to accept/reject any/all the tenders without assigning any reason.

Tenders duly filled in will be received upto 15.00 Hrs on 20.05.2016 and Tender opening by 15.00 Hrs. on the same day in the presence of tenderers, who choose to be present. Most competitive offers in one part in a single cover as detailed below.

Technical bid with priced commercial bid consisting of:

General conditions of Contract,

Scope of work with special conditions,

Annexures A & B and

Deviation sheets all duly signed and sealed with required relevant documents.

The validity of offer shall be Three Months from the date of opening. Guarantee period is 1 year from the date of actual completion of the entire work and handing over to BHEL for use.

The successful tenderer is required to start the work immediately and complete the work within the stipulated time. Under any circumstances no extension of time will be granted. Any delay beyond the due date of completion will be subjected to liquidated damages.

The successful tenderer has to adhere to the Security Deposit/refund of Security Deposit requirement as mentioned in the general condition of contract clause 7 and 8.



**Bharat Heavy Electricals Limited**

**Boiler Auxiliaries Plant**

**Ranipet - 632 406**

Tamil Nadu, India

**NEW PRODUCTS- WEG**

Phone: 04172- 284283/284340/284886 Fax : 04172 -241109

Email : [nrajendran@bhelrpt.co.in](mailto:nrajendran@bhelrpt.co.in)

---

The tenderer may visit the site and assess location before quoting the rates.

No deviations to the tender conditions will normally be accepted.

Place: Ranipet - 6

Date : 10.05.2016

Phone Nos ;04172 - 284283,241109, 284886, 284340

Email: nrajendran@bhelrpt.co.in

Cell No: 09943909639

(N.Rajendran)

Senior Manager/ New Products .



**Bharat Heavy Electricals Limited**

**Boiler Auxiliaries Plant**

**Ranipet - 632 406**

Tamil Nadu, India

**NEW PRODUCTS- WEG**

Phone: 04172- 284283/284340/284886 Fax : 04172 -241109

Email : [nraiendran@bhelrpt.co.in](mailto:nraiendran@bhelrpt.co.in)

---

**Regarding Payment :**

- No advance payment shall be paid to the contractor.
- For payment, E M Book system shall be adopted as per the norms of the company

**General :** The envelope / cover containing duly filled in tender documents along with necessary enclosures should neatly indicate the following :

- a. Name of work : To be mentioned in the left hand side top corner of the envelope in first line.
- b. Tender Notice No : To be mentioned in the left hand top corner of the envelope in second line.
- c. To be addressed to : To be mentioned in the right side middle or bottom of the envelope.

**Additional General Manager , New Products  
BHEL/BAP/Ranipet - 632 406.  
Vellore Dist., / Tamil Nadu.**

- d. From / self address : To be mentioned in the left hand side bottom corner of the envelope.

**Clause regarding rates quoted in the tender:-**

- Rates for each item of the tender schedule should be quoted in Rupees and Paise only.
- a. If, in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
  - b. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
  - c. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
  - d. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.



**Bharat Heavy Electricals Limited**

**Boiler Auxiliaries Plant**

**Ranipet - 632 406**

Tamil Nadu, India

**NEW PRODUCTS- WEG**

Phone: 04172- 284283/284340/284886 Fax : 04172 -241109

Email : [nraiendran@bhelrpt.co.in](mailto:nraiendran@bhelrpt.co.in)

---

- Rate quoted shall include all royalties , terminal taxes, octroi duties Central or Provincial Excise tax Sales tax and any other taxes leviable under State or Central Government rules. Bharat Heavy Electricals Limited will not entertain any claim whatever in this regard.
- Should a tenderer find discrepancies or omissions in the drawings or any of 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 upon himself to provide for the risk of any error which may be subsequently discovered and shall make no subsequent claim on account thereof.
- Tenders submitted by post should be sent " Registered Acknowledgement due" . These should be posted with due allowance for any delay in postal delivery. Tenders received after the due date and time of opening tenders are liable to be rejected.
- If the tender deliberately gives wrong information in his tender or creates conditions favourable for the acceptance of his tender, Bharat Heavy Electricals Limited reserve the right to reject such tender at any stage.
- The General and Special Conditions of Contract are complimentary to each other and whereas they are in conflict the Special Conditions of Contract shall prevail. In regard to matters not covered by General or Special Conditions of Contract those contained in the Indian Standard Specifications or other specifications approved by Bharat Heavy Electricals Limited, shall apply.
- Tenders shall not increase their quoted rates in case the Bharat Heavy Electricals Limited negotiates for reduction of rate. 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 three months from the date of opening of tenders by which time a final decision on the award of work will be made. Once the contract is awarded to successful tenderer the rates quoted in his tender as accepted shall be valid and binding on him till the work is completed in all respects and final bill is paid.
- All entries in the tender documents should be in one ink only. Erasures and overwritings are not permitted . All cancellation and insertions should be signed in full by the tenderers concerned.
- Quantities shown in the attached schedule are only approximate and are liable to variation without entitling the contractors to any compensation.
- In quoting their 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 acceptance of the tender or during the currency of the contract.
- Before tendering the tenderers are advised to inspect the site of work and its environments and be well acquainted with the actual working and other prevalent conditions position of materials and labour , General and Special Conditions of Contract , instructions to tenderers, drawings and specifications and all other documents which form part of agreement to be entered into.



**Bharat Heavy Electricals Limited**

**Boiler Auxiliaries Plant**

**Ranipet - 632 406**

Tamil Nadu, India

**NEW PRODUCTS- WEG**

Phone: 04172- 284283/284340/284886 Fax : 04172 -241109

Email : [nraiendran@bhelrpt.co.in](mailto:nraiendran@bhelrpt.co.in)

---

- The rates quoted in the tender shall remain valid for a period of three months from the date of opening of tenders by which time the award of work will be decided. Once the contract is awarded the rates quoted by the successful tenderer in his tender as accepted shall be valid and binding till the entire work is completed and final bill is paid.
- If after opening of tenders a tenderer revokes his tender or increase his earlier quoted rates or after acceptance of his tender does not commence the work in accordance with the instructions of Engineer-in- Charge , the Earnest Money deposited by him will be forfeited and acceptance of his tender withdrawn. In addition, necessary disciplinary action also will be initiated as per Bharat Heavy Electricals Limited rules and regulation.
- Bharat Heavy Electricals Limited reserves the right to reject any or all tenders received or accept any tender or part thereof without assigning any reason thereof. In case of acceptance of a part of tender, time for completion may also be reduced to the extend considered appropriate by the Accepting Authority.
- Conditional 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 to be rejected.
- This tender notice shall be deemed to form an integral part of the contract to be entered into for this work.
- The tenderers shall quote for all the items of the works provided in the bill of quantities without any omission. Any omission / deviation taken in the tender will lead to rejection of offer.



**Bharat Heavy Electricals Limited**

**Boiler Auxiliaries Plant**

**Ranipet - 632 406**

Tamil Nadu, India

**NEW PRODUCTS- WEG**

Phone: 04172- 284283/284340/284886 Fax : 04172 -241109

Email : [nraiendran@bhelrpt.co.in](mailto:nraiendran@bhelrpt.co.in)

---

**CERIFICATE OF NO DEVIATION**

I / We ..... of M/s .....

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

Date:

Signature of the tenderer

**TENDER NOTICE NO: NP:WEG: 02 / 2016 Dated 10.05.2016**

**GENERAL CONDITIONS OF CONTRACT**

**SECTION I - GENERAL INSTRUCTIONS TO TENDERERS**

**1. DESPATCH INSTRUCTIONS**

- 1.1 This tender specification as a whole, duly furnishing all the details required and other document as required in the following pages, shall be duly signed and sent in a sealed cover addressed to **AGM / New Products, BHEL, RANIPET-632 406, duly super scribing the name of work as specified in the tender notice and the date of opening of tender.**
- 1.2 Tenders submitted by post shall be sent by registered post with acknowledgement due or courier service or in person, and shall be posted with due allowance for any postal delay. Tenders received after the due date and time of opening, are liable to be rejected. Telegraphic / telex offers may not be considered.
- 1.3 Tenders will be opened by authorised officer of BHEL, at his office at the time and date as specified in the tender notice in the presence of such of those tenderers or their authorised representatives who may be present.
- 1.4 The tenderers shall closely peruse all the clauses, specifications and drawings indicated in the tender document before quoting. Should the tenderer have any doubt in the meaning of any portion of the tender specification, or find discrepancies or omission in the drawings or the tender document issued are incomplete or shall require clarification on any or the technical aspects, scope of work, etc., he shall at once address the authority inviting the tender for clarification before the submission of the tender. Every endeavour is made to avoid any error which can materially affect the basis of the tender, nevertheless, the successful tenderer shall take upon themselves to provide for the risk of any error that may be subsequently discovered and shall make no claim on account thereof.
- 1.5 Tenderer must fill in all the schedules and furnish all the required information as per the instructions given in various sections of the tender specification. Each page of the tender specification must be signed and submitted along with the offers by the tenderer token of complete acceptance thereof.

**2 AUTHORISATION AND ATTESTATION**

- 2.1 Tenders shall be signed by persons duly authorised / empowered to do so. Certified copies of such authority and relevant document shall be submitted along with the tenders.

**3 VALIDITY OF OFFER**

- 3.1 The rates in the tender shall be kept open for acceptance for a minimum period of **3 months** from the date of opening of tenders. In case Bharat Heavy Electricals Limited calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original

**BHEL**

**Contractor**

offer, which shall be binding, on the tenderers. Once the contract is awarded, the rates quoted by the successful tenderer in his tender as accepted shall be valid, and binding until the entire work is completed and final bill is paid.

#### 4 EXECUTION OF CONTRACT

- 4.1 The successful tenderer's responsibility under this contract commences from the date of issue of Letter of award, by Bharat Heavy Electricals Limited. The successful tenderer shall be required to execute an agreement in the prescribed form with the BHEL within a reasonable time after the acceptance of his tender and in any case before submitting the first bill for payment. The expenses for completion, stamping and registration of the agreement with prescribed authority, if necessary, shall be borne by the contractor.

#### 5 SECURITY DEPOSIT

- 5.1 Upon acceptance of tender, the successful tenderer within the time specified in the letter of intent must deposit the required amount of security deposit for satisfactory execution of work.

- 5.2 The total amount of security deposit shall be as follows

- |   |   |
|---|---|
| 5.2.1 Work costing upto Rs. 10 lakhs                    | - 10%   |
| 5.2.2 Work costing above Rs. 10 lakhs upto Rs. 50 lakhs | - Rs. 1 lakh + 7.5% of the amount exceeding Rs. 10 lakhs. |
| 5.2.3 Work costing above Rs. 50 lakhs                   | - Rs. 4 lakhs + 5% of the amount exceeding Rs. 50 lakhs   |

- 5.3 The total security deposit may be deposited in any one of the following forms:

- 5.3.1 **Pay order, demand draft** in favour of BHEL, Ranipet - 6, **local cheques of scheduled banks (subject to realisation)** within the time limit stipulated in the letter of intent.
- 5.3.2 Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras, etc. Certificates should be held in the name of the contractor furnishing the security and duly pledged in favour of BHEL and discharged on the reverse.
- 5.3.3 Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The bank guarantee format should have the approval of BHEL. Bank guarantee furnished towards security deposit, shall be kept valid by proper renewal until the expiry of 6 months after the said work is actually completed. The Bank guarantee submitted against security deposit from contractors shall be obtained **as per enclosed consortium list of banks**.
- 5.3.4 Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR shall be in the name of the contractor, A/C BHEL, duly discharged at the reverse.

**BHEL**

**Contractor**



- 5.3.5** 50% of security deposit as indicated in the letter of intent can either be paid in cash to BHEL, RANIPET-6, or in the form of bank guarantee in the prescribed proforma, the validity being up to completion of work as stipulated in letter of intent. Balance 50% of security deposit can be recovered by deduction from running bills @ of 10% of each running bill until the full security deposit is made up.
- 5.3.6** The earnest money deposit of the successful tenderer can be retained as part of security deposit. However, he shall at once pay the difference, if any, between the EMD and 50 % of the security deposit as mentioned in the Letter of Intent, by DD to BHEL, Ranipet and the remaining 50% can be recovered by deduction from running bills @ 10% of the each running bill till the full security deposit is made up.
- 5.4** If the value of work done at any time exceeds the accepted agreement value, the security deposit shall be correspondingly enhanced and the extra security deposit shall be immediately deposited by the contractor or recovered from payments due to him.
- 5.5** Failure to deposit the security deposit within the stipulated time may lead to forfeiture of earnest money and cancellation of the award of work.
- 5.6** BHEL reserves the right to forfeit the security deposit in addition to the other claims and penalties in the event of contractor's failure to fulfil any of the contractual obligation or in the event of termination of contract as per terms and conditions of contract. In addition, BHEL reserves the right to set off the security deposit, against any claims of any other contracts with BHEL.

## **6 RETURN OF SECURITY DEPOSIT**

- 6.1** After the completion of guarantee period of one year, the contractor fully performs and completes the work in all respects to the entire satisfaction of BHEL, presents an absolute 'No Demand Certificate' in the prescribed form and returns properties belonging to BHEL handed over, lent or hired by him, for carrying out the said works, security deposit will be released to the contractor after deducting all costs of expenses or other amounts that are to be paid to BHEL under this or other contracts entered into with the contractor. It may be noted that in no case the security deposit shall be refunded / released before passing of final bill.
- 6.2** No interest shall be payable by BHEL on security deposit / or any money due to the contractor by BHEL.

## **7 REJECTION OF TENDER AND OTHER CONDITIONS**

- 7.1** The acceptance of tender will rest with BHEL, which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever.

**BHEL**

**Contractor**

- 7.1.1 To reject any or all of the tenderers.
- 7.1.2 To award the work in part.
- 7.1.3 Either of the contingencies stated above to modify the time for completion suitably.
- 7.2 Canvassing in any form, in connection with tender is strictly prohibited and the tender submitted by the contractors who resort to canvassing will be liable for rejection.
- 7.3 Conditional or un-witnessed tenders, tenders containing absurd or unworkable rates and amounts and tenders, which are incomplete and otherwise considered defective and tenders not in accordance with the tender conditions, specifications, etc., are liable to be rejected.
- 7.4 If a tenderer expires after the submission of his tender or after the acceptance of his tender BHEL may, at their discretion, cancel such tender. If a partner of a firm expires after the submission of the tender or after the acceptance of the tender BHEL may cancel such tender at their discretion unless the firm retains its character.
- 7.5 BHEL will not be bounded by any power of attorney granted by the tenderer or by changes in the composition of the firm made after the execution of the contract. They may however recognise such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
- 7.6 If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded. The earnest money / security deposit / any other money due shall also be forfeited.
- 7.7 Tenders not submitted in the prescribed forms are liable to be rejected.
- 7.8 Should a tenderer or contractor or in the case of the firm or company, one or more of its partners / share holders / Directors have a relation or relations employed in BHEL, the authority inviting tender shall be informed of the fact along with the offer, failing which BHEL may, at its sole discretion reject the tender or cancel the contract and forfeit EMD / security deposit amount or both.
- 7.9 This tender specification shall be deemed to form an integral part of the contract to be entered into for this work.
- 7.10 The successful tenderer shall not sub-contract the part or complete work detailed in the tender specification undertaken by him without written permission of BHEL. The tenderer is purely responsible to BHEL for the work awarded to him.

## SECTION - II

### 8 DEFINITIONS:

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

- 8.1 **BHEL or (B.H.E.Ltd)** shall mean Bharat Heavy Electricals Ltd. A company registered under Indian Companies Act 1956, with its Registered Office at BHEL House, Siri Fort, New Delhi - 110 049 or its Authorised Officers or its Resident Engineer or other employees authorised to deal with any matters with which these persons are concerned on its behalf.
- 8.2 **Executive Director/Group General Manager/General Manager** shall mean the officer in administrative charge of contracting unit of BHEL.
- 8.3 **'Engineer' or 'Engineer in-charge'** shall mean Engineer who is in-charge for the works referred to in WEG Department. The term also includes 'Project Manager', 'Resident Manager', 'Site Engineer', 'Resident Engineer', 'Site in-charge' and 'Assistant Site Engineer' of BHEL at the site as well as the Officers in-charge at Head Office.
- 8.4 **'Site'** shall mean the place or places at which the plants/equipment are to be serviced as per the specification of this contract.
- 8.5 **'Clients of BHEL' or 'Customer'** shall mean the Project authorities to whom BHEL is supplying the equipment.
- 8.6 **'Contractor'** shall mean the individual, firm or company who enters into this contract with BHEL & shall include their executors, administrators, successor, and permitted assignees.
- 8.7 **'Contract' or 'contract document'** shall mean and include the agreement of work order, the accepted appendices of rates, schedules, quantities, if any and general conditions of contract, the special conditions of contract, instructions to tenderers, the drawings, the technical specifications, the special specifications, if any, the tender documents and the letter of intent /acceptance letter issued by BHEL. Any conditions or terms stipulated by the contractor in the tender document or subsequent letters shall not form part of the contract unless specially accepted in writing by BHEL, in the Letter of Indent and incorporated in the agreement.
- 8.8 **'General and special conditions of contract'** shall mean the 'instructions to tenderers, general and special conditions of contract' pertaining to the work, for which the tenders are called for.
- 8.9 **'Tender specifications'** shall mean the specific conditions, technical specifications, appendices, site information and drawings pertaining to the work in which the tenderers are required to submit their offer.
- 8.10 **'Tender Document'** shall mean the general and special conditions of contract, tender specification, related annexure and scope of work.

- 8.11 **'Letter of Intent'** shall mean the intimation by a letter to the tenderer that the tender has been accepted in accordance with provisions contained in that letter. The responsibility of the contractor commences from the date of issue of this letter and all the terms and conditions are applicable from this date.
- 8.12 **'Completion time'** shall mean the period by date specified in the acceptance of tender or date mutually agreed upon for handing over of the equipment / plant which are found acceptable by the Engineer, being of required standard and confirming to the specifications of the contract.
- 8.13 **'Plant'** shall mean the entire assembly of the plant and equipment covered by the contract.
- 8.14 **'Equipment'** shall mean all equipment, machinery, materials, structural, electricals and other components of the plant covered by the contract.
- 8.15 **'Tests'** shall mean and include such test or tests to be carried out on the part of the contractor as prescribed in the contract or considered necessary by BHEL in order to ascertain the efficiency of the contract work or part thereof.
- 8.16 **'Approved', 'Directed', or 'Instructed'** shall mean approved, directed or instructed by BHEL.
- 8.17 **'Work or contract work'** shall mean and include supply of all categories of labour specified, consumables, tools and tackles required, site transportation, handling, stocking, storing, erecting, testing, operating, maintaining and commissioning of the equipment to the entire satisfaction of BHEL.
- 8.18 **'Singular, Plural, etc.'** shall mean works carrying singular number shall also include plural and vice-versa, where the context so requires. Words importing the masculine gender shall be taken to include the feminine gender and words importing purpose shall include any company or association or body or individuals, whether incorporated or not.
- 8.19 **'Headings'** shall be the headings in these general conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
- 8.20 **'Month'** shall mean calendar month.
- 8.21 **'Writing'** shall include any manuscript typewritten or printed statement under the signature of BHEL.

## **9 LAW GOVERNING THE CONTRACT AND COURT JURISDICTION**

- 9.1 The contract shall be governed by the law for the time being in force in the Republic of India, and shall be subjected to jurisdiction of the courts having jurisdiction over RANIPET, VELLORE district, Tamil Nadu.

## 10 ISSUE OF NOTICE

- 10.1 The contractor shall furnish to BHEL engineer the name, designation and address of his authorised agent and all complaints, notices, communication and reference shall be deemed to have been duly given to the contractor or his authorised agent or left or posted to the address of either the contractor or his representative and shall be deemed to have been so given in the case of posting on the day on which they would have reached such address in the ordinary course of post or on which they were so delivered of / or left.

## 11 COMMENCEMENT OF WORKS

- 11.1 The contractor shall commence the works within the time indicated in the letter of Intent from BHEL and shall proceed with the same with due expedition immediately.
- 11.2 If the successful tenderer fails to start the work within the stipulated time, BHEL, at its sole discretion will have the right to cancel the contract. His earnest money and / or security deposit with BHEL will stand forfeited without further reference to him without prejudice to any and all of BHEL's other rights and remedies in this regard.
- 11.3 All the works shall be carried out under the direction and to the satisfaction of BHEL, failing which the contract may be terminated, bills may not be passed or deductions may be made as deemed fit.
- 11.4 The serviced /constructed plant or work performed under this contract shall be taken over when it has been completed in all respects and/or satisfactorily put into operation at site.
- 11.5 The actual date of commencement of work has to be intimated to the office of the AGM / New Products., BHEL, Ranipet 632 406, through BHEL site in-charge. The entire rewinding/ repair of transformers due in that contract period should be completed in all respects and the transformers are to be handed over to BHEL.
- 11.6 Communication, if any, to AGM / New Products shall be sent through BHEL site in-charge and all letters and bills received at BHEL, Ranipet without site in-charge's signature will not be honoured.

## 12 MODE OF PAYMENT AND MEASUREMENT OF THE WORK COMPLETED

- 12.1 All payments due to the contractor will be paid by Account Payee Cheque / DD /Electronic transfer of funds.
- 12.2 For running bill payment - The contractor shall present detailed measurement working sheets, in five copies, duly indicating all relevant details based on technical documents and connected drawings for work done during the month/period under various categories in line with terms of payment as per letter of intent. The basis of arriving at the quantities / weight shall be the relevant documents and drawings released by BHEL.

**BHEL**

**Contractor**

- 12.3** Bill no. as declared to respective jurisdictional central excise office, service tax registration no., jurisdictional central excise address and nature of service provided, should be compulsorily pre-printed on the bills
- 12.4** These measurement-working sheets will be checked and vetted by BHEL Engineers. Quantity and percentage eligible for payment under various groups shall be decided by BHEL Engineers. The abstract of quantities and percentage so arrived based on the terms of payment shall be entered in measurement book and signed by both the parties.
- 12.1** Contractor may submit the necessary invoice, with full particulars/ details after completion of the works. These details will be entered in Measurement book, signed by both the parties, and the invoices will be processed for payment, after effecting necessary statutory recoveries. Four sets of invoices are to be submitted to the BHEL Site in-charge along with necessary documentary proof for the service tax paid by the contractor for this work for necessary certification. Bills without BHEL Site-in-charge certification and above-mentioned document will not be processed and the same will be returned.
- 12.2** All recoveries due from the contractor for the month / period shall be effected in full from the corresponding running bills unless specific approval from the competent authorities is obtained otherwise.
- 12.3** Measurement shall be restricted to that for which it is required to ascertain the financial liability of BHEL under this contract.
- 12.4** The measurement shall be taken jointly by persons duly authorised on the part of BHEL and by the contractor.
- 12.5** The contractor shall bear the expenditure involved, if any, in making the measurement. The contractor shall, without extra charges, provide all the assistance with appliances and other things necessary for measurement.
- 12.6** If at any time due to any reason, whatsoever, it becomes necessary to re-measure the work done in full or in part, the expenses towards such re-measurement shall be borne by the contractor.
- 12.7** Passing of measurements as per bills does not amount to acceptance of the completion of the work mentioned. Any left out work has to be completed, if pointed out by BHEL later.
- 12.8** Final measurement bill shall be prepared in the final bill proforma prescribed for the purpose based on the certificate issued by BHEL engineer that entire work as stipulated in the tender specification has been completed in all respects to the entire satisfaction of BHEL.
- 12.9** In addition, the contractor shall produce 'No Due' and 'No Demand' certificates in the proforma issued by BHEL. All the tools and tackles loaned to them should be returned in condition satisfactory to BHEL within a reasonable time after completion of work before submitting the final bill. The final bill quantities and financial value shall also be entered in measurement book and signed by both the parties to the contract.

**BHEL**

**Contractor**

### 13 RIGHTS OF BHEL

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

- 13.1 To get the work done through other agency at the risk and the cost of the contractor, in the event of contract's poor progress or inability to progress the work, persistent disregards to instructions of BHEL, assignment transfer, subletting of the contract without permission of BHEL, non-fulfilment of any contractual obligation etc. and to recover compensation for such losses from the contractor including BHEL's supervision charges and overheads from security deposit / other dues.
- 13.2 To withdraw any portion of work and / or to restrict / alter quanta of work as indicated and get it done through other agency and / or with other departmental labour to suit BHEL's commitment to its customer or in case BHEL decides to advance the date of completion due to other emergency reasons / BHEL's obligation to its customer.
- 13.3 To terminate the contract and ban the contractor from applying for any future contracts for a period of 3 years, if any employee/labourer working in the contract is found involved in corruption activities.
- 13.4 To terminate the contract after due notice of one month to cause forfeiture of security deposit and recover the loss sustained in getting the balance work done through other agencies in addition to liquidated damages in the event of.
  - 13.4.1 Contractor's continued poor progress.
  - 13.4.2 Withdrawal from or abandonment of the work before completion of the work.
  - 13.4.3 Corrupt act of contractor.
  - 13.4.4 Insolvency of the contractor.
  - 13.4.5 Persistent disregards to the instructions of BHEL.
  - 13.4.6 Assignment transfer, sub-letting of the contract without BHEL's permission.
  - 13.4.7 Non-fulfilment of any contractual obligation.
- 13.5 To recover any money due from the contractor under this contract or any other contract or from the security deposit.
- 13.6 **LD Clause:** To claim compensation for losses sustained including BHEL's supervision charges and overheads for completion on termination of contract and to impose penalty for delay in completion of the work at the rate of 0.5% of the contract value per week of delay or part thereof subject to ceiling of 10% of the contract value.

**BHEL**

**Contractor**

- 13.7** To terminate the contract or to restrict the quantum of work and pay for the portion of work executed in case BHEL's contracts with their customers are terminated for any reason.
- 13.8** To effect recovery from any amount due to the contractor under this or any other contract or in any other form, the money BHEL is forced to pay to any body, due to contractor's failure to fulfil any of his obligation.
- 13.9** To restrict or increase the quantity and nature of work to suit site requirements since the tender specification is based on preliminary documents and quantities furnished there in are indicative and approximate and the rates quoted shall not be subject to revision.
- 13.10** To deploy BHEL's fitters, welders, operators and technicians in case of emergency / poor progress / deficiency in skill on the part of employees of contractor and to recover the expenditure on account of the same from contractor's bills.
- 13.11** While every endeavour will be made by BHEL, they cannot guarantee uninterrupted work to the contractor due to conditions beyond their control. Contractor will not be entitled for any compensation / extra payment on his account.
- 13.12** In case of any dispute of any nature, the decision of BHEL shall be final and binding on the contractor.

#### **14 INSURANCE**

- 14.1** Necessary insurance towards the risks during transport of the materials from the wind farm to the vendor's works, during the period of repair work at their works and during the transportation, back to the wind farm is to be arranged by the vendor for the full value of the items. Vendor shall make good/rectify, any damage caused to any of the components from the period of movement from the wind farm till they are returned to the wind farm.
- 14.2** If due to contractor's carelessness, negligence of non-observance of safety precautions damage to BHEL's property and personnel should occur and if BHEL is unable to recover the full cost from the insurance company, the same will be recovered from the contractor.

#### **15 FORCE MAJEURE**

- 15.1** The following shall amount to FORCE MAJEURE - Act of God or of any Government, war, sabotage, riots, civil commotion, police action, revolution, flood, fire, cyclones, earthquake, epidemic and other similar causes over which the contractor has no control.
- 15.2** If the contractor suffers delay in the execution of the contract, the obligation due to delays caused by FORCE MAJEURE as defined above, the agreed time of completion of the job covered by this contract or the obligation of the contractor shall be extended by a period of time equal to the period of delay provided that on the occurrence of any such contingency the contractor immediately reports to BHEL, in writing the causes of delay and the contractor shall not be eligible for any compensation.



## 16 GUARANTEE:

- 16.1 The contractor will be responsible for the quality of the workmanship and shall guarantee the work done for a period of **one year** from the date of completion of work as certified by the engineer for good workmanship, and rectify free of cost all defects due to faulty work, detected during the guarantee period starting from the date of completion of rectification. In the event of contractor failing to repair the defective works within the time specified by the engineer, BHEL may proceed to undertake the repairs of such defective works at the contractor's risk and cost, without prejudice to any other rights and recover the same from security deposit / other dues or by other legal means.

## 17 ARBITRATION:

- 17.1 Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of the workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the work or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole, arbitration of the Executive Director of BHEL and if Executive Director is unable or unwilling to act, to the sole arbitration of some other person appointed by the Executive Director, willing to act as such arbitrator.

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

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

Subject as aforesaid the provision of the Arbitration Act, 1940 or any statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitrator under this clause.

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

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

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

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

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

The venue of arbitration shall be such places as may be fixed by the arbitrator in his sole discretion. The award of the arbitrator shall be a final conclusive and binding on all the parties to this contract.

In the event of disputes or differences arising between one public sector enterprise and a Govt. department or between two public sector enterprises, the above stipulations shall not apply. The provisions of BPE office memorandum no. BPE/CL 001/76 MAN/2 (1.10) 75-BPE (GM - 1) dated 1st January 1976, or its amendments for arbitration shall be applicable.



**TENDER NOTICE NO: NP:WEG: 02 / 2016 Dated 10.05.2016**  
**Repair of Transformer.**

**SCOPE OF WORK AND SPECIAL CONDITIONS**

**Repair works of 315 kVA, 33kV / 415V, Distribution Transformers.**

1. Loading & Unloading the transformer from the respective Kadavakallu site to your works including To & Fro Transportation charges.
2. Draining of Transformer Oil, dismantling of damaged / faulty core & winding, Cleaning of Tank & Radiator by flushing hot oil.
3. Complete repair and replacement of damaged winding with new super enamelled copper winding wire with class "H" insulation. Varnishing of coils, drying out in Electric heating oven, tank, painting etc.,
  - (i) Replacement of Interlayer insulation, wedges, end blocks etc.,
  - (ii) Replacement of rubber packing's / gaskets of top cover, oil conservators, cable terminal boxes etc.,
4. Filling of New Transformer oil of approximate quantity of 560 litres.

**Inspection and testing:**

1. The contractor shall inspect by dismantling the transformer and furnish details as required in the inspection report, like nature of fault / damage noticed, extent of damage to various parts. Any abnormalities on the core / tank etc., may be brought to the notice of BHEL, before proceeding with any repair. The format will be given to the successful tenderer.
2. During dismantling of the transformer proper / sufficient care shall be taken so as not to damage top cover, oil conservator etc.
3. After dismantling of the transformer, two copies of photographs shall be taken to clearly / prominently show the details / severity of the damage to the Primary / Secondary windings. The serial number of the transformer shall be displayed in the photograph by a suitable arrangement for easy identification of the transformer.
4. The inspection report along with photographs shall be submitted in duplicate, before commencement of the rewinding works.
5. Tests according to IS 2026 to be carried out as follows.
  - a) Measurement of Insulation resistance values measured with 2500V Meggar.
  - b) Voltage Ratio Test at all phases & at all tapping's.



**TENDER NOTICE NO: NP:WEG: 02 / 2016 Dated 10.05.2016**

- c) Loss tests such as No Load Loss, Magnetising current, Load Loss at Tap No.3, Impedance at Tap No.3 should be carried out and recorded.
  - d) Separate source High voltage test withstood to be carried out and recorded.
  - e) Oil die electric Test (BDV) on 50KV with 2.5 mm gap should be carried out and recorded.
  - f) Polarity check and vector group check should be recorded..
6. All tests / measurements shall be carried out using calibrated measuring devices / meters / equipment's only. The valid calibration certificate shall be produced, if asked for, during testing / measurement.
7. Detailed report for the tests carried out, as per format, after completion of repair / rewinding works shall be submitted in duplicate.

**Special conditions:**

- 1. Best Quality of enamelled copper wire of BIC / Atlas make only shall be used for rewinding of transformer. The packing labels containing the batch nos. of the enamelled copper wire shall be submitted to BHEL. Test certificate corresponding to batch nos. of enamelled copper wire used for rewinding shall also be submitted to BHEL. Best quality of insulating material like Nomax papers, etc., varnish, sleeves, Dr. Beck's gel coat only shall be used for rewinding.
- 2. Additional technical information if any required may be got from BAP, Ranipet.
- 3. The contractor shall collect the transformers from Kadavakallu site and after completing the work should return to Kadavakallu site as applicable.
- 4. The transformer sent for repair shall be inspected, by a surveyor appointed by the insurance company with whom the particular transformer is insured. The survey shall be carried out at the contractor's works with the transformer in dismantled condition. The contractor shall co-ordinate with the insurance surveyor to carry out and complete the inspection. The contractor shall bear the expenditure, if any, involved in carrying out such inspections. The contractor shall, without extra charges, provide all assistance with equipment / appliances etc. necessary for the inspection / testing.
- 5. The transformers will be inspected by BHEL Engineers before (if required) and after repair at the contractor's works, before despatch to Kadavakallu site. The contractor shall bear the expenditure, if any involved in carrying out such tests. The contractor shall, without extra charges, provide all assistance with equipment / appliances etc. necessary for the testing.
- 6. If at any point of time, due to any reason whatsoever, it becomes necessary to carry out any or all of the tests again, the same shall be carried out by the contractor without any extra charges.



**TENDER NOTICE NO: NP:WEG: 02 / 2016 Dated 10.05.2016**

7. The contractor shall give guarantee of 1 (One) year from the date of re-commissioning of the transformer (or) 18 months from dispatch.
8. All materials supplied by the contractor and incorporated on the work shall confirm to the latest IS specifications including all applicable official amendments and revisions.
9. Any work found defective / unsatisfactory, the contractor has to rectify the same at his own cost, which shall include charges for dismantling, transportation, re-erection also. In case the contractor fails to rectify the defects, within the specified time, as per BHEL Engineer's instructions the same will be carried out by BHEL at the risk and cost of the contractor and the cost will be deducted from the contractor's bill.
10. The full/repair cost of the components/parts damaged intentionally/ unintentionally by the contractor during servicing/repair/rectification works, due to negligence, carelessness, inability etc., would be recovered from the running bills as decided by BHEL.
11. Before submission, the tenderers are advised to acquaint themselves with the general instructions to the tenderers, drawings, specifications, special conditions, scope of work etc. No claim shall be entertained on account of this, after the acceptance of the tender or during the currency of the contract.