



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

TCN - 03

Ref: PSER:SCT:DGP-C807:TCN-03

Date: 03-11-2007

Sub	Tender change notice (TCN) 03.	
Job	(i) Package-A: Site leveling & grading (part), construction of boundary wall (part), civil & structural job of power block-1 with auxiliary building (part) and other miscellaneous foundations & structures and (ii) Package-B: Site leveling & grading (part), construction of boundary wall (part), civil & structural job of power block-2 with auxiliary building (part) and other miscellaneous foundations & structures for unit # 1 & 2 for 2x500 MW unit # 1 & 2 Durgapur Steel TPS, West Bengal.	
Ref	1.0	Tender no PSER:SCT:DGP-C807:07.
	2.0	BHEL's NIT vide reference no PSER:SCT:DGP-C807:07, dated 18-10-07.
	3.0	BHEL's TCN-01 Dt: 26-10-07
	4.0	BHEL's TCN-02 Dt: 29-10-07

With reference to above, following points, relevant to tender, may please be noted & complied with while submitting offer.

- 1.0 Volume-IE-Formats & Annexures - introduced.
- 2.0 All other terms & conditions shall remain unchanged.

Based on above, offer shall be submitted by revised due date, ie 13-11-2007.

Thanking you,

Yours faithfully,
for BHARAT HEAVY ELECTRICALS LTD

SR.MANAGER (SCT)

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : 23211691

TENDER DOCUMENT NO: PSER:SCT: DGP-M807:07

VOLUME – I E

(FORMATS & ANNEXURES)

FOR

SITE LEVELING & GRADING, CONSTRUCTION OF BOUNDARY WALL, CIVIL & STRUCTURAL JOB OF POWER BLOCK – 1 & POWER BLOCK-2 WITH AUXILIARY BUILDING AND OTHER MISCELLANEOUS FOUNDATIONS & STRUCTURES

FOR

BOTH THE UNITS OF 2 X 500 DURGAPUR STEEL THERMAL POWER STATION (DSTPS), DVC/ANDAL, WEST BENGAL,

**BHARAT HEAVY ELECTRICALS LIMITED
(A Govt. of India Undertaking)
POWER SECTOR – EASTERN REGION
PLOT – DJ 9/1, SECTOR II, SALT LAKE
KOLKATA – 700 091**

ANNEXURE - A
DECLARATION SHEET

I/We, _____ hereby declare and confirm that we have visited the project site, namely, ----- site, under specification no PSER:SCT:_____, issued by M/S BHARAT HEAVY ELECTRICALS LIMITED, POWER SECTOR-EASTERN REGION, KOLKATA, and acquired full knowledge and information about the site conditions including the law & order and other conditions prevalent at and around site. We further confirm that the above information is true and correct and we will not raise any claim of any nature due to lack of knowledge of site conditions.

I/We, hereby offer to carry out work as detailed in above mentioned tender specification, in accordance with terms & conditions thereof.

I/We, have carefully perused the following documents connected with the above specification and agree to abide by the same:

1. Volume I, II and III of tender specification.
2. Other sections, annexures, schedules, documents etc.

I/We, further confirm that I/we have not changed/tampered the tender document downloaded from the BHEL's website [www.bhel.com or www.jantermanter.com] and in case any change from the tender document published in the website is detected at a later date in the signed copy of the same submitted by us along with the offer, the same shall stand null and void and the terms and conditions of the tender as published in the above mentioned BHEL website shall only prevail .

I/we, further certify that Sri _____ is authorised to represent on behalf of me/us for the above mentioned tender and a valid power of attorney to this effect is also enclosed.

I have deposited/forwarded herewith the earnest money deposit in the form prescribed and as stipulated towards earnest money deposit for a sum of Rs _____ (Rupees _____ only) vide BHEL cash receipt No _____, dated _____, Call deposit no _____, dated _____, Demand draft no _____, dated _____, which shall be refunded should our offer not be accepted. I/we further agree to deposit such additional sum which along with the sum of Rs _____ (Rupees _____ only) mentioned above, shall make up the security deposit for the work as provided for in the tender specification within the stipulated time as may be indicated by BHEL, Power Sector, Eastern Region, DJ-9/1, Sector-II, Salt Lake, Kolkata - 700 091.

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

Date :

Tenderer:

Place:

Address:

Witnesses with their addresses

Signature

Name

Address

1.

2.

3.

Authorised representative's signature with name and address:

ANNEXURE - B
GENERAL INFORMATION ABOUT TENDERER

FORMAT I - ORGANISATION STRUCTURE

1. Management structure of the firm

Whether Public Limited/Private Limited/Proprietorship:

2. Details of staff presently on permanent roll of organisation

A1	Name of site in-charge	
A2	Qualification and experience	

b) Engineering staff:

Sl no	No. of Officials	Designation	Specialists, if any (indicate the area of specialization)	Qualification with experience	State no., proposed to be deployed	Remarks, if any
1	2	3	4	5	6	7

c) Details of technical staff:

Sl no	Category	Total no on roll	Nos proposed to be deployed at site for this job
1	Supervisors/Foreman		
2	Storekeepers		
3	Crane Operators		
4	Compressor Operator		
5	Mill Wright Fitter		
6	Mill Fitters		
7	Instrument Fitter		
8	Electrician		
9	Sarang		
10	Rigger		
11	Carpenter		
12	Painter		
13	Tinsmith		
14	Sheet metal fabricator		
15	Pipe fabricator		
16	Cable jointing		
17	Light Vehicle Driver		
18	Heavy vehicle Driver		
19	Others		

d) Please indicate how you propose to ensure quality of work at site.

FORMAT II - FACILITIES FOR STAFF AND WORKERS AT SITE

1. Accommodation

a) For Engineers/supervisors/other staff

Sl. No.	Category	Type of accommodation	Facilities provided	Remarks

b) No of quarters, plinth area of each quarter and estimated cost proposed to be constructed for workmen

2. Medical

3. Conveyance

4. Other amenities

Signature of the tenderer

ANNEXURE - C

PROFORMA OF FINANCIAL VIABILITY

1	Owner's capital in the business (in case of Partnership, please mention percentage shares and amounts).	
2	Quantum of business done during last three financial years. a. b. c.	
3	Value of fixed assets of the business in last three years. a. b. c.	
4	Guarantee limits (if any) enjoyed by the firm.	
5	Over draft limits (if any) enjoyed by the firm.	
6	Please enclose audited profit and loss account and balance sheet for last three years (indicate no of sheets).	
7	Certificate from Scheduled Bank to prove contractor's financial capacity to undertake the work duly indicating the financial limits the tenderer enjoys.	
Note: All the above documents should be duly certified by auditors /bank as may be applicable.		

Signature of the tenderer

ANNEXURE - D

ANALYSIS OF SIMILAR JOBS EXECUTED/IN PROGRESS

Sl No	Agency by whom awarded	Location of project	Capacity and unit no	Scope of work and tonnag e	Date of award	Contract value in Rs. Lacs	%age work complete d& due date for compln	Date of completion if job is already over	No of skilled /unskilled workers deployed	No. of Engrs. & Sup. deployed	Details of Major T&Ps deployed	Consumables
1	2	3	4	5	6	7	8	9	10	11	12	13

Signature of the tenderer

ANNEXURE - E

MONTHWISE MANPOWER DEPLOYMENT PLAN

[INDICATE NO. OF PERSONS TO BE DEPLOYED IN EACH MONTH.]

SL. NO.	CATEGORY	MONT H-1	MON TH-2	MON TH-3	MON TH-4	MON TH-5	MON TH-6	MON TH-7	---- SO ON	

Signature of the tenderer

ANNEXURE - F

STATUS OF T&P AND DEPLOYMENT PLAN

A. STATUS OF TOOLS AND PLANTS

SL NO	NAME OF EQPT.	QTY. OWNED	REGISTRATION NO. WHEREVER APPLICABLE	DOCUMENTS ENCLOSED FOR PROOF OF OWNERSHIP	PRESENT LOCATION	QTY. PROPOSED TO BE DEPLOYED FOR THIS JOB

Signature of the tenderer

B. MONTHWISE T&P DEPLOYMENT PLAN

[INDICATE NO. OF PERSONS TO BE DEPLOYED IN EACH MONTH.]

SL. NO.	CATEGORY	MONT H-1	MON TH-2	MON TH-3	MON TH-4	MON TH-5	MON TH-6	MON TH-7	---- SO ON	

Signature of the tenderer

ANNEXURE - G

ANALYSIS OF QUOTED RATE

Sl no.	Description	Percentage of quoted rate	Remarks
1	Salary & wages of staff and workers		
2a	Consumables		
2b	Gases		
2c	Welding Electrodes		
2d	P.O.L.		
2e	Others		
3	Depreciation and maintenance for T&P		
4	Depreciation and Maintenance for Other items		
5	Establishment and administration expenses of site		
6	Overheads		
7	Profit		

Signature of the tenderer

ANNEXURE - H

CHECKLIST OF GENERAL PARTICULARS

Note: Tenderers are requested to fill in the following details and no column should be left blank.		
1	Name and address of the tenderer	
2	Telegraphic/Telex address	
3	Phone no/FAX no (Office)	
4	Details about type of the firm/company	
5	Name and designation of the official of the : Tenderer	
6	Attested copy of the Power of Attorney	
7	Tenderers proposal no and date	
8	Whether EMD submitted and submission details	
9	Declaration sheet (in the format of Annexure - A)	
10	Details of experience (in the format of Annexure - D)	
11	Monthwise & categorywise manpower deployment : plan (in the format of Annexure - E)	
12	Status of T&P and monthwise deployment plan : (in the format of Annexure - F)	
13	Financial status (in the format of Annexure - C)	
14	Valid Income tax clearance certificate	
15	Analysis of rate quoted (in the format of : Annexure - G)	

Date

Signature of the tenderer
(with company seal)

Witness (signature with full particulars)

1.

2.

ANNEXURE - I

FORMAT FOR BANK GUARANTEE FOR SECURITY DEPOSIT(SD)

**(TO BE EXECUTED ON APPROPRIATE NON-JUDICIAL STAMP PAPER (Minimum Rs.100)
(APPROPRIATE DATA SHALL BE FILLED-IN AGAINST THE FIELDS, SHOWN IN
ITALICS & BOLD WITHIN BRACKET)**

SECURITY DEPOSIT

In consideration of the BHARAT HEAVY ELECTRICALS LIMITED (a Government of India Undertaking) having its registered office at BHEL HOUSE, Siri Fort, New Delhi - 110 049 through its division at Plot no.9/1, DJ Block, Sector -II , Salt Lake City, kolkata 700 091.(hereinafter called `the Company') having agreed to exempt _____ (hereinafter called `the said Contractor/s') from the demand, under the terms and conditions of an Agreement arising out of letter of intent issued under no _____, dated _____, made between the Company and Contractor for **(NAME OF WORK)** (hereinafter called `the said Agreement') of Security Deposit for the due fulfilment by the said Contractor/s of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs _____ (Rupees _____ only), we **(NAME OF BANK)**, (hereinafter referred to as `the Bank') at the request of (CONTRACTOR/s) do hereby undertake to pay to the Company an amount not exceeding Rs _____ (Rupees _____ only) against any loss or damage caused to or suffered or would be caused to or suffered by the company by reason of any breach by the said Contractor/s of any of the terms or conditions contained in the said Agreement.

01. We **(NAME OF BANK)** do hereby undertake to pay the amounts pay the amounts due and payable under this guarantee without any demur, merely on a demand from the company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the company by reason of breach by the said Contractor/s of any of the terms or conditions contained in the said agreement or by reason of the Contractor/s/s' failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs _____ (Rupees _____ only).
02. We undertake to pay to the company any money so demanded not withstanding any dispute or disputes raised by the Contractor(s)/Supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.
03. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Contractor(s)/Supplier(s) shall have no claim against us for making such payment.

04. We, (NAME OF THE BANK) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Agreement have been fully paid & its claims satisfied or discharged or till the Company certifies that the terms and conditions of the said Agreement have been fully and properly carried out by said Contractor(s) and accordingly, discharges this guarantee . Unless, a demand or claim under this guarantee is made on us in writing on or before (date) we shall be discharged from all liability under this guarantee thereafter.
05. We, (NAME OF THE BANK) further agree with the Company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or commission on the part of the Company or any indulgence by the Company to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
06. This guarantee will not be discharged due to the change in the Constitution of the Bank or the Contractor(s), Supplier (s).
07. The guarantor hereby declare that it has power to execute this guarantee and the executant has full power to do so on its behalf under the proper authority granted to him/them by the guarantor.
08. We, (NAME OF THE BANK) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing.

Dated the day of

(NAME OF THE BANK)

NOTE: Expiry date to be shown in para-4 above should not be earlier than 60 days after the completion date contemplated under the contract.

ANNEXURE - J

PROFORMA FOR CONTRACT AGREEMENT

Agreement No : PSER:SCT: Date:

Name of the work :

Name of the contractor with full address :

Amount of tender : Rs. /- (Rupees _____ only)

LOI No. : PSER:SCT: , dated

Work order No. : PSER:SCT: , dated

Time allotted for completing work : ___ () months from start of work

FOR CONTRACTOR

FOR BHARAT HEAVY ELECTRICALS LTD

CONTRACT AGREEMENT

Agreement No : PSER:SCT: _____ , Dated :

1. This agreement made this day the _____, 200_ between Bharat Heavy Electricals Limited, Power Sector, Eastern Region, Kolkata -700 091, having its registered office at BHEL House, Siri Fort, New Delhi 110 049 (hereinafter called the FIRST PARTY) of one part and Messers_____ called the "CONTRACTOR") of the second part.
2. Whereas the first party is desirous of executing the work of _____, more particularly described in the appendices including specifications attached herewith.
3. Whereas in pursuance of the said contractor's tender having been accepted, the first party has decided to give the above said work to the contractor.
4. Whereas the said contractor has agreed to do the aforesaid work of the first party subject to the conditions herein contained in these presents, instructions to tenderers, general conditions and special conditions, schedules appendices, Letter of intent, Work order and specifications (hereinafter referred as the said contract rate).
5. AND WHEREAS THE SAID contractor has furnished a Bank Guarantee No _____, dated _____, for a sum of Rs _____ /- (Rupees _____ only) from M/s _____ Bank, Branch _____, valid upto _____ towards initial 50% security deposit and has further agreed for balance 50% security deposit being recovered at 10% of the value of each running bill till the full security deposit is made up/full security deposit for the satisfactory completion and performance of the work and whereas the validity of the said bank guarantee has to be extended by the contractor, if so required before _____ for the balance period of contract and in the event of his failure to do so, the contractor shall pay or accept recovery of this amount of Rs _____ (Rupees _____ only) from the bills forthwith in one instalment and it has further been agreed that the failure to extend the validity of the Bank guarantee or failure to pay the aforesaid amount in the manner specified above shall constitute the breach of contract, and first party reserves the right to take any legal action deemed fit for recovering the said sum of Rs _____ (Rupees _____ only).
6. NOW THESE PRESENTS WITNESS that in consideration of the said contract schedule and said contract rate, as also of agreement of good and

faithful service to be rendered and performed by the contractor in the execution of the said work, subject to the stipulation hereinafter expressed.

7. That the said contractor will perform the aforesaid work subject to the condition contained in these presents, instructions to tenderers, general and special condition of contract and the contract document attached herewith including the said schedules, specifications, appendices, Letter of intent, Work order attached and also such other drawings and instructions as may from time to time be given by the first party. And that the said contractor shall be deemed to have carefully examined, the specifications and conditions of contract, appendices, schedules, Letter of intent, Work order, drawings etc as aforesaid and also to have satisfied himself as to the nature and character of the work to be executed.
8. That the said contractor shall carry out the complete execution of the said work to the entire satisfaction of the engineer within the agreed time schedule.
9. That the first party after proper scrutiny of the bills submitted by the said contractor will pay to him during progress of the said work, at the said contract rate and agreed terms of payment, a sum as determined by the first party in respect of the work executed by the contractor.
10. That the contract shall come into force with retrospective effect 199__, the date which the letter accepting the tender (Letter/Telex of Intent) has been issued to the said contractor. However start of work shall be as defined in the tender specification.
11. That whenever under this contract or other wise, any sum of money shall be recoverable from or payable by the contractor, the same may be deducted in the manner as set out in the conditions of contract as aforesaid.
12. That all charges on account of octroi, terminal and sales tax or other duties on materials obtained for the works shall be borne by the said contractor.
13. That is agreed between the parties that the non - exercise of any of the powers conferred on the authorities of the first party will not in any manner constitute waiver of the conditions hereto contained in these presents and the liability of the said contractor either of past or future compensation shall remain unaffected.
14. That the expression BHEL wherever occurring means THE BHARAT HEAVY ELECTRICALS LIMITED, POWER-SECTOR, EASTERN REGION, KOLKATA - 700 091.

15. The documents hereto attached viz:

- (1) BHEL's tender specification No: _____.
- (2) Contractor's offer No: _____, dated _____.
- (3) BHEL's TOI/LOI No: _____, dated _____.
- (4) Contractor's unqualified acceptance letter no: _____,
dated _____ of BHEL's TOI/LOI.
- (5) BHEL's Work Order No: _____, dated _____.
- (6) Contractor's unqualified acceptance letter no _____,
dated _____ of above BHEL's Work Order.

and others, if any, shall also form part of the contract agreement.

16. In witness hereof the parties have respectively set their signature in the presence of :

FOR CONTRACTOR

WITNESS

1.

2.

FOR BHARAT HEAVY ELECTRICALS LIMITED

WITNESS

1.

2.

BHEL:PSER

FORMAT NO SP:03-F02, REV NO 01

PAGE 01 OF 02

REF NO _____

DATE _____

RATING/ EVALUATION OF SUBCONTRACTOR (CONFIDENTIAL, TO BE USED BY BHEL AND SHALL NOT TO BE USED BY VENDOR)

REPORTING PERIOD: APRIL (YEAR) TO MARCH (YEAR)

(1st report to be submitted on completion of 6 months from date of commencement of work or earlier, if required. Thereafter, successive report shall be sent in the month of March every year)

A. GENERAL							
1.0	Name of the subcontractor						
2.0	Nature of work	Boiler/ turbine/ C&I/ electrical/ civil/ transportation/ insulation/ SAS (Specify if any other)					
3.0	LOI/ WO/ PO no, date & value						
4.0	Scheduled completion						
5.0	Status of completion as in March 200_	(0-30%), (31% to 70%), (71% to 100 %)					
6.0	Expected completion						
	Reason for delayed completion attributable to subcontractor (List).						
6.1							
6.2							
6.3							
B) CAPABILITY TO PERFORM							
1.0	Provision of labour vis-a-vis contract requirement (specify major deficiencies).	01	02	03	04	05	
2.0	Management of labour (specify major deficiencies).	01	02	03	04	05	
NOTE: Please put "X" mark in the appropriate score box.							
3.0	Industrial relations at site (Specify strike periods if any by labour of the subcontractor).	01	02	03	04	05	
4.0	Quality of output of work. (Specify frequency of rework involved, if any, in no).	02	04	06	08	10	
5.0	Technical capability (Supervisory staff).	02	04	06	08	10	
6.0	Fulfillment of HSE requirements on						
6.1	Health check up for occupational diseases (for workmen).					Yes	No
6.2	HSE related training to workmen.					Yes	No
6.3	Compliance of usage of PPEs by workmen.					Yes	No
6.4	Illumination, noise, ambient air & drinking water facilities for workmen.					Yes	No
6.5	Provision of canteen, washing facilities & rest room (for employees working at night) for workmen.						
6.6	No of accidents.						
6.6.1	Fatal.						
6.6.2	Non-fatal.						
6.7	Provision of T&P including calibrated IMTE vis-à-vis contract requirements (Specify major deficiencies).	02	04	06	08	10	
6.8	Provision of consumables (Specify reasons for delays, if any).	02	04	06	08	10	
6.9	Provisions of funds for site operation.	01	02	03	04	05	
6.10	Payment of wages.	01	02	03	04	05	
6.11	Tendency to raise claims for extra work.	01	02	03	04	05	
6.12	Tendency to raise extra contractual claims.	01	02	03	04	05	
C. OTHERS							
1.0	Adherence to schedules (Specify shortfalls, if any).	01	02	03	04	05	

2.0	Co-operation with					
2.1	BHEL.	01	02	03	04	05
2.2	Other subcontractor.	01	02	03	04	05
2.3	Maintenance of BHEL provided T&P.	01	02	03	04	05
2.4	Financial powers delegated to site.	01	02	03	04	05
NOTE						
(i)	In the above scales					
	01 denotes - Not satisfactory.					
	02 denotes - Fair.					
	03 denotes - Good.					
	04 denotes - Very Good.					
	05 denotes - Excellent.					
(ii)	02 denotes - Not satisfactory.					
	04 denotes - Fair.					
	06 denotes - Good.					
	08 denotes - Very Good.					
	10 denotes - Excellent.					
(iii)	Overall performance rating shall be given based on summation of individual points B & C.					
(iv)	Point no B6 pertains to HSE. Indicate Yes/ No against each of the five parts (6.1 thru 6.6). "Yes" against one point will indicate 1 mark while "No" will indicate 0 marks. Addition of (6.1) to (6.6) will give the total marks to the sub-contractor for point no B6.					
EVALUATION OF SUBCONTRACTOR						
Total score obtained.						
Overall performance.		Excellent/ Very Good/ Good/ Fair/ Not Satisfactory.				
Excellent (80 - 100).		Performance better than expectation.				
Very Good (60 - 79).		Performance satisfactory and in line with expectation.				
Good (40 - 59).		Performance just satisfactory.				
Fair (30 - 39).		Performance below satisfactory level but scope exists for improvement.				
Not satisfactory (Below 30).		Not fit for such job.				
Remarks						
(i)	Training recommended for subcontractor.					
(ii)	Any other aspect requiring special mention (state briefly).					
Date:	Signature _____					
	Name _____					
	Head of Operating Section _____					
	Designation _____ Site _____					
Agreed to above.						
Signature of Site-in-charge _____ (Any disagreement at site needs to be resolved before forwarding of this report)						
Agreed/ not agreed to above.						
Signature of Head / PMX / SAS _____						
To: Head / SCT, PSER						