

Commercial Terms & Conditions for Extension of First floor Office building at BHELISG

Name of the Bidder : M/s

Tender No. & Date :

Name of Work:

“Construction / Civil / Electrical work For Office Building Extension of first floor office building at BHEL-ISG, BHEL – EPD Campus, Prof. CNR Rao Circle, IISc Post, Malleswaram Bangalore – 560 012”

SL No	Clause	BHEL Requirement	Bidders Acceptance/ Remarks
1.0	Qualification Requirement.	As per tender document	
2.0	Price basis.	Firm till completion of job. WCT & Service tax along with cess to be indicated separately and will be reimbursed at actuals. TDS shall be made for works contract as per the act. Mention the rate of WCT/VAT and rate of Service Tax.	
3.0	Earnest Money deposit.	An amount of Rs 2.00 Lakhs only as EMD shall have to be deposited by the tenderer, by Pay-order or bank draft (in favour of BHEL) in a separate cover with the offer. Offer shall be liable for rejection, in case no EMD as above is found in the cover marked ‘EMD’. The ‘EMD’ by the tenderer will be forfeited if <ul style="list-style-type: none">- After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates.- The tenderer does not commence work within a period of 15 days after the award of the work. The EMD of the unsuccessful tenderers shall be returned within 15 days of acceptance of award of work by successful tenderer. EMD shall not carry any interest.	

4.0	Security deposit.	<p>Security deposit shall be furnished by the successful tenderer before the start of the work in any of the following form :</p> <ul style="list-style-type: none"> i) Cash (as permissible under the Income Tax Act) ii) Pay Order, Demand Draft in favour of BHEL. iii) Local cheques of scheduled banks, subject to realization. iv) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back). v) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee to be as per the format enclosed herewith. vi) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back. vii) Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security deposit should be submitted before start of the work and the balance 50% may be recovered from the running bills. viii) EMD of the successful tenderer shall be converted and adjusted against the security deposit. ix) The security deposit shall not carry any interest. <p>NOTE: Acceptance of Security Deposit against Sl. No. (iv) and (vi) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.</p> <p>Security deposit shall be refunded as below:</p>	
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5.0	Receipt, Unloading, Storage of all Materials including free supply items by BHEL(if any) at site, Security of the same round-the-clock & loading / unloading / transportation of materials to different erection locations	Is included in the scope of the bidder.	
6.0	Unit rates	Contractor's to quote on Unit rate basis as per enclosed price format.	
7.0	Quantity Variation	Prices shall be valid for Quantities needed for completion of the job requirement.	
8.0	Split Order BHEL reserves the right to split the order without giving any reasons.	Bidder to confirm the same.	
9.0	All consumables required for the erection	Is included in the scope of the bidder.	
10.0	All material handling equipments like crane, fork lifter, tripods etc	Is included in the scope of the bidder.	
11.0	Providing tarpaulins & covering materials as required for protection of materials at temporary storage place.	Is included in the scope of the bidder.	
12.0	Labour license	By the bidder. Bidder should have valid license to work in Karnataka state. Furnish the EPF & ESI Registration numbers	
13.0	Insurance	By the bidder for his workers, tools & tackles workmen compensation insurance. Bidder shall also take third party insurance liability @ Rs. 2 Lakhs per occurrence and maximum of Rs.10 Lakhs.	

14.0	Labour Laws	Bidder should follow all the labour laws as applicable at the place of work / Karnataka state including payment of minimum wages fixed by Government of Karnataka.	
15.0	Validity of the offer	90 Days from the date of the opening of the tender. In case revised price bids are sought due to revision in BOM / scope during technical evaluation, then the revised price bids shall also be valid for another 90 days from the revised due date.	
16.0	Any additional levy, Taxes, as applicable for the job.	By the bidder	
17.0	Contract schedule	<p>9 Months (270 days) from the date of LOI for completion of job</p> <p>Vendor shall strictly adhere to schedule. In case of non compliance to agreed schedules / milestones, then it would be presumed that vendor / contractor is not fulfilling contractual obligations. BHEL reserves the right to take suitable action like operating "Risk & cost clause"</p> <p>In case the work gets delayed and scheduled completion gets extended due to reasons not attributable to the contractor, time extension will be granted by BHEL without any price implication. In no case, over-run compensation will be payable.</p> <p>For Electrical Scope: Schedule to be in line with Civil Works Schedule and availability of front.</p> <p>Electrical works like supply, erection, installation etc. shall be started within one week of the instruction from the engineer in charge in writing / email / Fax.</p>	
18.0	Round-the-clock Security for the temporary stores, at temporary storage place & for the erected equipments till handing over to BHEL. Vendor shall be responsible for	In the scope of the bidder.	

	safe and secure storage of the materials as well as erected equipment.		
19.0	In case of theft or loss of materials from the stores or from the erected equipments – coordination with local police authorities lodging the FIR & obtaining the receipt for the same if applicable. Also Coordination with the Insurance agencies also.	In the scope of the bidder.	
20.0	Income Tax Deductions	As per the prevailing rules. BHEL shall provide TDS certificate.	
21.0	Liquidated Damages	0.5% per week of delay or part there of, from the cutoff date of civil, structural, Architectural & Electrical works as per the above schedule limited to 5% of the total contract value.	
22.0	Proposed organization chart for Civil, structural & Electrical works including Engineers, supervisors, welders, rigger, fitters, skilled & unskilled work force planned for the execution of the job and no. of years experience. Welders' certificate may be enclosed.	To be furnished by the bidder along with the Techno-commercial Bid	
23.0	Payment Terms, mode of payment.	100% of the monthly running bill value on prorated basis certified by the BHEL Engineer-in-charge subject to withheld / deductions towards taxes, duties, statutory requirements etc. & along with proof of wages paid, ESI, EPF etc., Payment will be released by EFT from Bangalore office only. The Engineer concerned should duly certify all the RAB's. & The Measurement sheet. (EFT format enclosed)	
24.0	Risk and cost	As per the risk & cost policy, if bidder fails to render the services, tools and tackles or failed to carryout the job as specified under	

		their scope and as per schedule, BHEL will get the job done at the risk & cost of the bidder. The actual cost incurred for such jobs along with the departmental charges @ 15% will be recovered from the vendor's bills.	
25.0	All other terms & conditions	As per our tender enquiry & GCC	
26.0	Guarantee / Maintenance for the installation carried by the bidder	Maintenance period of 12 months from the date of final completion. During this period vendor shall BE RESPONSIBLE to carry out any replacement/ repairing work.	
27.0	Obtaining Statutory authorities clearance for equipments & jobs.	By the bidder	
28.0	Any levy, Taxes, as applicable for the project	By the bidder	
29.0	Force Majeure If at any time during the continuance of this contract the performance in whole or in part by either party of any obligations under this contract shall be prevented or delayed by reason, of any war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, explosions, epidemics, quarantine, restrictions or acts of GOD (hereinafter referred to as events) then provided notice of happening of any such events is given by either party to other within twenty one days from the date of occurrence thereof neither party shall reason of such events be entitled to terminate this contract nor shall either party have any such non performance in whole or part of any obligations under this contract is prevented or delayed by reason or any such event claims for extension of time shall be granted for period considered	Bidder to confirm the same.	

	reasonable by the purchaser subject to prompt notification by the seller to the purchaser of the particulars of the events and supply to the purchaser if required of any supporting evidence. Any waiver of time in respect of partial installment shall not be deemed to be a waiver of time in respect of remaining deliveries.		
30.0	Reverse auction: “BHEL reserves the right to go for a Reverse Auction instead of Opening the sealed Bid, which will be decided after Technical Evaluation.”In case if Reverse Auction fails or due to any other reason, BHEL reserves the right to open the sealed price bids in public and finalise the placement of order accordingly .Non Acceptance of this clause by the vendor will be deemed to be for rejection of offer.	Bidder to confirm the same.	
31.0	Rejection of Offer BHEL reserves the right to reject the offer, in case the bidders past performance in any of the BHEL’s previous contract is not found satisfactory.	Bidder to confirm the same.	
32.0	Arbitration Subject to Bangalore Jurisdiction only based on Indian Arbitration And Conciliation Act 1996.	Bidder to confirm the same.	
33.0	The tender type will be in two part bid. Bidders to submit the in separate sealed envelopes superscribing “Technical and Commercial terms” in one envelope, EMD in another envelope, and “price” in separate envelope. See *	Bidder to confirm the same.	
	* Please submit your offer in separate		

	<p>envelopes as detailed below:</p> <p>A] EMD in one Envelope with the offer. Cover to be superscribed with Enq.no, Due date of opening & “EMD”.</p> <p>B] PART-1 TECHNICAL BID : (in one envelope) Please enclose</p> <ol style="list-style-type: none"> 1) This commercial terms and conditions accepting all the clauses. 2) Copy of the enclosed specification indicating your confirmation by signature & seal for each point. 3) Blank price bid format mentioning “Quoted” against each item. <p>DO NOT MENTION THE PRICE ANYWHERE</p> <p>Furnish both 1,2 & 3 of above as your technical bid in one sealed envelope and super scribe this envelope as “Technical BID” and the ‘Enquiry reference Number and Due Date of Opening. ”DO NOT MENTION THE PRICE ANYWHERE.</p> <p>C] PART-2 PRICE BID: (In Separate envelope) Please mention the price, VAT and all applicable Taxes etc., and place this price bid in Separate envelope and super scribe this envelope as “Price Bid” and the Enquiry reference Number and Due Date of Opening”.</p> <p>PUT ALL THE ABOVE THREE ENVELOPES MENTIONED AT A,B,C IN ONE COVER AND SUPER SCRIBE THIS COVER WITH THE ENQUIRY REFERENCE NUMBER AND DUE DATE OF OPENING”.</p> <p>DROP THIS COVER IN ISG TENDER BOX AVAILABLE AT “RECEPTION OFFICE OF BHEL, ISG, BANGALORE-12.</p> <p>If offer documents are too big to be dropped in the tender box the same may be handed over to any one of the following persons.</p> <ol style="list-style-type: none"> 1. Mr. K V Gowri Shankar Kumar, DGM P&D/M Tel. no 080-22184174 2. Mrs. Mercy Jacob, Sr. Mgr P&D/M Tel. no 080-22184220 <p>Deviations will not be accepted by BHEL. Bids with deviations will be rejected:</p>	
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Note: The above columns are to be filled up by the bidder by “Yes” or “No”. Deviations will not be accepted by BHEL. Bids with deviations will be rejected. Bidders to sign on all the pages of specifications as a token of acceptance.

No prices to be filled in this format. All prices are to be filled up in the enclosed price bid.

Unpriced price schedule to be enclosed with the technical offer.

Signature of the bidder with seal & Date