



Creating reception IN ISG MAIN BUILDING
BHEL COMMERCIAL TERMS & CONDITIONS

Project : HR REV PROCUREMENT

Item : Creating Reception in ISG Main Building

SL No	Clause	BHEL Requirement	Acceptance / Remarks
1.0	Price Basis	Firm till completion of job. Service tax along with CESS and any other taxes / levies to be indicated separately in price bid and same will be reimbursed as per actuals against tax paid challan. TDS shall be made for IT as per the act. Statutory variation during contract period on the specified taxes and duties considered in the price or imposition of new taxes / levies shall be reimbursed against documentary evidence.	
2.0	Payment Terms, mode of payment & method of measurement	1. 90% payment within 60 days of completion of the job against certification on the invoice by HRM Department. along with proof of wages paid, ESI, EPF etc., duly certified by HRM Department. 2. 10% against FAC and submission of final documents like proof of wages paid, ESI, EPF and compliance of all other statutory obligations as per labour laws. Payment will be released by EFT from Bangalore office only.	
3.0	Type of contract	Lump Sum	
4.0	Contract schedule	Commencement : Within 7 Days from the date of LOA Completion : 45 Days from the date of LOA.	



5.0	Liquidated Damages	0.5% per week of delay from the cutoff date of supply, erection and commissioning as per the above schedule limited to 5% of the total Supply, Erection & Commissioning order value.	
6.0	Guarantee for the installation carried by the bidder	ONSITE Guarantee for 12 months from the date of commissioning of the Systems.	
7.0	Earnest Money Deposit	<p>An amount of Rs. 41,723/- only as EMD shall be deposited in cash or DD (as permissible under income tax act), Pay-order or bank draft (in favor of BHEL) in a separate cover with the offer. In case of cash deposits, the money shall be deposited with finance dept. of BHEL and the cash receipt shall be submitted with the offer. <u>Offer shall be liable for rejection, in case no EMD as above is found in the cover marked 'EMD' along with technical bid ie PART - 1.</u> The 'EMD' by the tenderer will be forfeited if –</p> <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 as per the LOA / Contract.. <p>The EMD shall be returned within 15days of acceptance of award of work by successful tenderer.</p> <p>EMD shall not carry any interest.</p>	
8.0	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> <ol 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. 	



		<p>(Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).</p> <p>v) 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.</p> <p>vi) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.</p> <p>vii) EMD of the successful tenderer shall be converted and adjusted against the security deposit.</p> <p>viii) 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 shall be collected before start of the work and the balance 50% may be recovered from the running bills.</p> <p>vi) The security deposit shall not carry any interest.</p> <p>NOTE: Acceptance of Security Deposit against Sl. No. (iv) 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 to the contractor after successful completion of guarantee period.</p>	
--	--	--	--



		<p>Rate of security deposit – Up to Rs. 10 lakhs – 10%</p> <p>Above Rs 10 lakhs upto Rs 50 lakhs – 1 Lakh + 7.5% of amount exceeding Rs. 10 lakhs.</p> <p>Above Rs 50 lakhs – Rs 4 lakhs + 5% of the amount exceeding Rs 50 lakhs.</p> <p>The contractor shall forfeit their security deposit-cum-performance guarantee in case the system is not able to meet the guarantee parameters due to the reasons attributable to the contractor without prejudice to BHELs ' rights elsewhere as per the contract.</p> <p>Security cum PBG Shall be made from the list of BHEL consortium banks and as per BHEL prescribed format only.</p>	
9.0	Insurance	<p>a) 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.</p> <p>b) In case of theft or loss of materials from the stores or from the erected equipments – coordination with local police, authorities, lodging the FIR and obtaining the receipt for the same and coordination with the insurance agencies, are in bidders scope.</p>	
10.0	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 the Government of Karnataka.	
11.0	Risk & Cost	As per the Risk & Cost policy, if bidder fails to render the services, tools and tackles or failed to carry out the job in time specified under their scope, BHEL will get the job done at the risk and Cost of the bidder. The actual cost incurred for such jobs along with the <u>departmental charges @ 15% will be recovered from the bidders bill.</u>	



12.0	Arbitration	Subject to Bangalore jurisdiction only based on Indian Arbitration Act 1996.	
13.0	Validity of offer	90 Days from the date of the opening of the tender. In case revised price bids were sought / submitted by the vendor then the same shall be valid for a further period of 90 days from the due date of revised price bids.	
14.0	Other works in Scope of vendor.	1) All materials handling equipments required for the completion of the work. 2) Providing of tarpaulins & covering materials as required for protection of materials at temporary storage place. 3) Security (by a reputed agency) for the temporary stores, at the temporary storage place & for the erection equipments. 4) Obtaining electrical inspection / statutory authorities clearance for equipments & jobs at site, as applicable. 5) Bidder should have valid labour / electrical license to work in Karnataka State. If not, the same should be produced prior to award of contract. 6) Minor Civil / Structural works as required by the job. 7) Providing all consumables as required for erection. 8) Supply of cable accessories, fabrication items as per tender documents. 9) Any levies, taxes as applicable for the project (by the Bidder).	
15.0	Documents to be furnished by the bidder along with the offer (without which the offer would be treated as incomplete & liable to be rejected)	1) Experience list for such jobs carried out for the last 3 years with supporting documents (copies of order , completion certificate etc.) 2) Audited balance sheet for the last three years. 3) List of tools, tackles including the erection, alignment like dumpy level, theodolite etc. 4) Proposed organization chart for the above referred package including engineers, supervisors, welders, rigger, fitters, skilled & unskilled work force planned for the execution of the job and number of years of experience. Welding certificate may be enclosed.	



		<p>5) Banker's solvency certificate issued by Bank.</p> <p>6) Electrical License and Labour License to work in the state of Karnataka</p>	
16.0	Others	<p>Please submit your quotation as per our enquiry confirming all points in the item description otherwise your offer may be rejected.</p> <p>PART-1: TECHNICAL BID : Please enclose this BHEL Commercial Terms & Conditions accepting all the clauses, BHEL Unpriced format in a separate sealed envelop and superscribe as technical bid. (Un price bid & EMD shall also be submitted along with the technical bid.)</p> <p>PART-2: PRICE BID: Please mention the price in the BHEL enclosed price format and enclose in a separate sealed envelope.</p> <p>a) Last day and time for submission of the tender : by 2.00 PM.</p> <p>b) Time of collection of tenders from the tender box by MM / Finance department : 2.30 PM and technical bids will be opened in public at 3.00 PM on the same day.</p> <p>c) Venue of tender opening : BHEL-ISG Committee room.</p>	

Important Note : Duly fill in the remarks column and enclose along with your technical offer