

ANNEXURE - 1

Commercial terms and conditions for Civil and Structural Works

Name of the Bidder :
Enquiry No. & Date : 88/11/6010/AK Dated 05.07.2011
Project : 2 X 250 MW Coal Based Extension TPS at Barauni.
Scope of Work : CHP & AHP Civil, Piling and Structural works as per BHEL enquiry.

SL No	Clause	BHEL Requirement	Suppliers Acceptance / Remarks
1.0	Price basis	Prices are subject to PVC as per Annexure - 2, WCT included. Service tax along with cess to be indicated separately and will be reimbursed as per actual. In case composition is opted by the sub-contractor, value of free supply items issued by BHEL shall also be considered for payment of service tax by sub-contractor, which shall be reimbursable by BHEL as per service tax rules. In case the sub-contractor opts for full value of service tax @ 10.3%, then excess of 40% of service tax shall be taken as cost for comparison. TDS shall be made for IT and WCT as per the rules. 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	Price Format	Contractors to quote as per enclosed Price Format only on unit rate basis. Quantities mentioned in the BOQ are indicative/ approximate. Unit rates shall be valid for item wise variation in quantity to any extent and also for the total variation in value of work (+ /-) 30%.	
3.0	Terms of Payment	1. 90% progressive payment as per approved billing schedule against submission of RAB along with proof of wages paid, ESI, EPF etc duly certified by BHEL Engineer. Further break-up shall be as indicated in BOQ. 2. 5% against Trial run of the system. 3. 5% against Final Acceptance Certificate of each unit from the customer.	
4.0	Mode of Payment	Payment shall be released by EFT from Bangalore office only.	
5.0	Liquidated Damages	0.5% of the total contract value per week of delay or part thereof from the date of completion of civil & structural works (as per Clause no. 8), limited to 5% of the total contract value.	

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6.0	Earnest Money Deposit	<p>An amount of Rs 2,00,000/- only as EMD shall be deposited through pay order or demand draft (in favour of BHEL) in a separate cover along with the offer. <u>In case EMD is not enclosed, the offer will be rejected.</u></p> <p>EMD by the tenderer will be forfeited if :</p> <ul style="list-style-type: none"> - After opening of the tender the tenderer revokes his tender within the validity period or increases his earlier quoted rates. - The tenderer does not commences the work with the period as per the LOA / Contract. <p>EMD given by all unsuccessful tenderers shall be refunded normally within 15 days of acceptance of the award of Work Order by the successful tenderer. EMD shall not carry any interest.</p>	
7.0	Security Deposit Cum PBG	<p>Security deposit shall be furnished by the contractor before commencement of the work, in any of the following form :</p> <ol style="list-style-type: none"> 1) Cash (As permissible under the income tax act) 2) Pay Order, Demand Draft in favour of BHEL. 3) Local cheques of local banks, subject to realization. 4) Security available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificate should be held in the name of the Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back) 5) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL. This BG shall be strictly as per the prescribed format of BHEL BGs of PSU Banks in addition to consortium banks are only acceptable. In case of BGs issued by non consortium PSU banks, the same are to be enforceable in Bangalore. 6) Fixed Deposit Receipt issued by schedule banks / Public Finance Institutions as defined in the companies Act. The FDA should be in the name of the contractor, A/c BHEL, duly discharged on the back. 7) EMD of successful tenderer shall be converted and adjusted against the security deposit. 8) The security deposit shall not carry any interest. <p>NOTE : Acceptance of security deposit against SI No. 4 & 6, 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. Security deposit will be refunded to the contractor after successful completion of guarantee period.</p>	

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		RATE OF SECURITY DEPOSIT : Upto Rs 10.00 lakhs - 10% Above Rs 10.00 lakhs upto Rs 50.00 lakhs – Rs 1.00 lakh + 7.5% the amount exceeding Rs 10.00 lakhs. Above Rs 50.00 lakhs – Rs 4.00 lakhs + 5% of the amount exceeding Rs 50.00 lakhs.	
8.0	Contract schedule	Time Schedule for Completion of Civil and Structural works shall be as follows from the date of LOI/ PO. 9.1 Engineering – Start - Within 15 days from LOI End – Completion within 12 months from LOI. 9.2 Starting site office & Facilities – 1 months from LOI 9.3 Starting of civil & structural work – 3 months from LOI 9.4 Completion of Civil and Structural works - 24 months from LOI. The supplies shall be completed as per L2/L3 schedule. The Vendor will submit L2/L3 schedule which will be approved by BHEL. Vendor to strictly adhere to the dates committed in L2/L3 schedule.	
9.0	Guarantee	12 Months from the date of completion of trial operation.	
10.0	Insurance	a) Transit insurance for the materials supplied by the contractor and insurance for his workers, tools & tackles, workmen compensation insurance by the bidder. Bidder shall also take third party insurance liability @ Rs. 2 Lakhs per occurrence and maximum of Rs.10 Lakhs. 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 & obtaining the receipt for the same and coordination with the insurance agencies, are in bidder's scope.	
11.0	Validity of the offer	90 Days from the due 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.	
12.0	Risk and 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 & cost of the bidder. The actual cost incurred for such jobs along with the departmental charges @ 15% will be recovered from the bidders bills.	

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13.0	Departmental Charges	Any material or service issued / rendered by BHEL to the bidder (unless specifically stipulated to be free of cost / cost recoverable basis) during the execution of project on bidder's demand, the same shall be made available along with 15% departmental charges over and above the cost. BHEL shall not be responsible for any delay due to this reason and delay shall be to contractors account.	
14.0	Arbitration	Subject to Bangalore jurisdiction only based on Indian Arbitration Act 1996.	
15.0	Labour Licence	By the bidder. Bidder should have valid license to work in Bihar state, if not the same should be produced within one month of award of the contract.	
16.0	Labour Laws	Bidder should follow all the labour laws as applicable at the place of work in Bihar state including payment of minimum wages fixed by Government of Bihar.	
17.0	Income Tax Deductions	As per the prevailing rules. BHEL will provide TDS certificate.	
18.0	Any levy, Taxes, as applicable for the project	By the Bidder	
19.0	Receipt, Unloading, Storage of all civil & structural Materials including free supply items by BHEL at site, Security of the same round-the-clock & loading / unloading / transportation of materials to different erection locations	By the Bidder, as per price format.	
20.0	All consumables required for Civil & structural Works	By the Bidder	
21.0	All material handling equipments like crane, fork lifter, tripods etc.	By the Bidder	
22.0	Providing tarpaulins & covering materials as required for protection of materials at temporary storage place.	By the Bidder	
23.0	Round-the-clock security for the temporary stores, at temporary storage place & for the erected equipments till handing over to customer. (From a reputed agency)	By the Bidder	

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24.0	Pre-qualification Criteria (Technical & Financial)	As per the Tender specification enclosed	
25.0	List of tools, tackles, including the erection, alignment, like dumpy level, theodolite etc.	To be furnished by the bidder along with the Techno- commercial Bid	
26.0	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. Welder's certificate may be enclosed.	To be furnished by the bidder along with the Techno- commercial Bid	
27.0	Bankers solvency certificate issued from the bank	To be furnished by the bidder along with the Techno-commercial Bid.	
28.0	Audited balance sheets for 2008-09, 2009-10 & 2010-11	To be furnished by the bidder along with the Techno-commercial Bid.	
29.0	All other Terms and Conditions	As per BHEL Tender enquiry & GCC.	
30.0	Integrity pact	Integrity pact format is enclosed. The same is to be duly filled and submitted along with offer without fail. Independent External Monitor (IEM) identified for this tender and the details as follows : Shri D. P. Bagchi, IAS (Retd.) Y-165, Regency Park - II, DLF City, Phase IV, Gurgaon - 122 009	
31.0	Bid evaluation criteria	The tender shall be evaluated on the overall package basis and on total cost to BHEL basis. Order shall be placed on the overall L1 vendor, based on opening of sealed bids. Offer will be considered incomplete and rejected if all items are not quoted.	
32.0	Other Terms	Part-1: Technical Bid: Please enclose this BHEL Commercial terms & Conditions accepting all the clauses along with your technical offer in a separate sealed envelop and superscribe as technical bid. Unpriced bid shall also be submitted along with the technical bid. Part-2: PRICE BID: Please mention the price and enclose in a separate sealed envelop. Price bid shall strictly be submitted in "PRICE SCHEDULE FORMAT" enclosed along with enquiry.	

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		<p>a) Last day and time for submission of the tender: As per enquiry.</p> <p>b) Time of collection of tenders from the tender box by MM / Finance Team : 2:30 PM</p> <p>c) Time of tender opening: 3 PM</p> <p>d) Venue of tender opening: Committee room – BHEL ISG</p> <p>Please superscribe the cover with the Enquiry Number & date and the due date.</p>	

Note:

1. Deviations will not be accepted by BHEL. Bids with deviations will be rejected.
2. No prices to be filled in this format. All prices are to be filled up in the enclosed price bid Format.
3. Un priced price bid to be enclosed with the Techno - commercial bid.
4. Detailed L2 schedule shall be drawn by the contractor and approved by BHEL. Same shall be binding on contractor for execution of works.
5. Commercial terms & conditions shall be submitted along with the technical bid. Otherwise your offer will be considered incomplete and will be rejected.

Signature of the bidder with seal & Date