



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

Bharat Heavy Electricals Limited

(A Government of India Undertaking)

इण्डस्ट्रियल सिस्टम्स ग्रुप

INDUSTRIAL SYSTEMS GROUP

फोन/Phone : +91 80 2218 4090

फैक्स/Fax : +91 80 23562713

ई-मेल/E-mail : sv@bhelisg.com

पी.बी.नं 1249, प्रो. सी एन आर राव सर्कल

आईआईएससी पोस्ट मल्लेश्वरम

बेंगलूरु - 560 012

P.B. No.1249, Prof. C N R Rao Circle

IISc Post Malleswaram

Bengaluru-560 012

NOTICE INVITING TENDER

Ref: 88/12/6045/SV

Date: 13-02-2013

Subject: Tender for Box Culvert Civil Works for 1X500MW UKAI TPS
Tender Ref.No.88/12/6045/SV Date: 13-02-2013

Please submit your lowest quotation subject to our Terms & Conditions for the above subject works. The following documents can be downloaded from Website www.bhelisg.com or www.bhel.com or <http://tenders.gov.in>

Sl.No.	Description	Document Ref
01	Tender Notice	As per paper advertisement
02	NIT & Qualifying Criteria, Special Instructions to Bidders, Commercial Terms & Conditions and Security Deposit Format	Volume – 1
03	BHEL General Conditions of Contract (GCC) , Special conditions of Contract (SCC) , HSE Policy etc.	Volume – 2
04	Technical specification, Drawings etc .	Volume – 3
05	Price Bid Format with Bill of Quantities	Volume – 4

**Additional General Manager
Materials Management (BG-1B)**



ISO-14001:2004
OHSAS 18001:2007
Reg. No. RI91/7830

पंजीकृत कार्यालय 'बीएचईएल हाउस' सिरी फोर्ट, नई दिल्ली – 110 049
Regd. Office: 'BHEL House' Siri Fort, New Delhi – 110 049



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Bharat Heavy Electricals Limited

(A Government of India Undertaking)

INDUSTRIAL SYSTEMS GROUP

Prof. CNR Rao Circle, IISc Post, Malleswaram, Bangalore - 560 012

TENDER NOTICE

Sealed tenders in two part bid basis are invited for the following:

A) Receipt, Storage, Stores Management, Erection, Commissioning & Manpower supply (skilled & unskilled) for assisting commissioning contract for CHP & AHP Electrical works of 2x250MW, Sikka TPP (Extn. Unit 3 & 4), Gujarat.

(Tender Ref: 88/12/6044/SV)

B) Box Culvert Civil works for 1x500MW, Ukai TPS, Unit 6, Gujarat.

(Tender Ref: 88/12/6045/SV)

Due date for submitting offer : On or before 06.03.2013 by 2.00 PM

Opening of Techno-commercial Bid: 06.03.2013 at 3.00 PM

Tender Documents comprising Complete Tender Specifications including Pre-qualification Criteria and Scope can be downloaded from the websites www.bhelisg.com or www.bhel.com or <https://tenders.gov.in>

Bidder shall submit relevant documents/certificates for meeting the Pre-qualification criteria as per enquiry specification along with the offer.

Bidders are also requested to enlist themselves as Registered Vendors with us for the above by visiting our website www.bhel.com and submitting the duly filled-in Supplier's registration form (17 pages) along with their credentials by downloading the same.

Note: Further Corrigenda, Addenda, Amendments, Time Extensions, Clarifications etc., if any, to these tenders will be hosted in the above websites only. Bidders should regularly visit above websites to keep themselves updated.

AGM/ MM(BG-IB)

For New Vendor Registration please always visit www.bhelisg.com

बी एच ई एल



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

इण्डस्ट्रियल सिस्टम्स ग्रुप

प्रो. सीएनआर राव सर्कल, आईआईएससी पोस्ट, मल्लेश्वरम, बेंगलूर-560 012

निविदा सूचना

निम्नलिखित के लिए दो भाग वाली बोली में मुहरबंद निविदाएं आमंत्रित हैं:

A) 2X250MW सिक्का टीपीपी (विस्तार यूनिट 3 & 4), गुजरात के सीएचपी और एचपी बिजली कार्यों के कमीशनिंग कॉन्ट्रैक्ट में सहायता करने हेतु प्राप्ति, भण्डारण, भण्डार प्रबन्ध, एरेक्शन, कमीशनिंग एवं मानव शक्ति की आपूर्ति (कुशल और अकुशल)।

(निविदा संदर्भ: 88/12/6044/SV)

B) 1X500MW उकाई टीपीएस, यूनिट 6, गुजरात के लिए बॉक्स कलवर्ट सिविल कार्य।

(निविदा संदर्भ: 88/12/6045/SV)

प्रस्ताव जमा करने की नियत तिथि : 06.03.2013, 2.00 बजे या इससे पहले।

तकनीकी-वाणिज्यिक बोली खोलने की तिथि : 06.03.2013, 3.00 बजे।

पूर्व योग्यता मानदण्ड और स्कोप सहित संपूर्ण निविदा विनिर्देशनों के साथ निविदा दस्तावेज वेबसाइट www.bhelisg.com या www.bhel.com या <https://tenders.gov.in> से डाउनलोड किए जा सकते हैं।

पेशकश के साथ बोलीदाता पूछताछ विनिर्देशन के अनुसार पूर्व योग्यता मानदण्ड पूर्ण करने से संबंधित दस्तावेज/प्रमाणपत्र जमा करेंगे।

बोलीदाताओं से यह भी निवेदन है कि वे स्वयं को उपरोक्त के लिए हमारे पंजीकृत विक्रेता के रूप में सूचीबद्ध करने के लिए हमारी वेबसाइट www.bhel.com पर आकर सप्लायर्स पंजीकरण प्रपत्र (17 पन्ने) डाउनलोड करें तथा उसे विधिवत रूप से भरकर अपने क्रेडेंशियल्स के साथ जमा करें।

नोट : निविदा से संबंधित सभी शुद्धि पत्र, कार्य सूची, संशोधन, समय विस्तार, स्पष्टीकरण आदि, उक्त वेबसाइटों में ही होस्ट किये जाएंगे। बोलीदाता, इस संबंध में अद्यतन जानकारी हासिल करने के लिए उक्त वेबसाइट नियमित रूप से देखते रहें।

एजीएम / एमएम (BG-IB)

नए विक्रेताओं के पंजीकरण के लिए कृपया www.bhelisg.com देखें।



ISG BANGALORE

PROJECT:

**GSECL 1X500 MW UKAI TPS EXPANSION
PROJECT, UNIT 6**



Tender for Box Culvert Civil
Works for 1x500MW Ukai
TPS , Gujarat

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PROJECT:

**GSECL 1X500 MW UKAI TPS
EXPANSION PROJECT, UNIT 6**



Tender for Box Culvert Civil Works for 1x500MW Ukai TPS, Gujarat

NIT & QUALIFYING CRITERIA

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NOTICE INVITING TENDER (NIT) & QUALIFYING CRITERIA

1	Tender inviting officer / Authority, Designation and Address.	Additional General Manager /MM / BG 1B BHEL-ISG, Prof.CNR Rao Circle, IISc Post, Malleswaram, Bangalore- 560 012
2	Item Description	Box Culvert Civil Works for 1x500MW Ukai TPS Unit-6
3	Tender Reference no.	88/12/6045/SV Dtd.13-02-2013
4	Completion period	6 months from the date of Work Order
5	Due date, Time and place for submission of tender.	06-03-2013 up to 02.00PM BHEL-ISG Tender box placed at the Reception of ISG & EPD. BHEL-ISG, Prof CNR Rao Circle, IISc. Post, Malleswaram, Bangalore- 560 012.
6	Place, Date and Time of Tech. Bid opening.	BHEL-ISG office. Techno-Commercial offers will be opened at 03.00 PM on due date in the presence of the vendors. Bids of technically & commercially accepted and customer approved vendors only will be processed subsequently for evaluation.
7.	Pre-Qualification Criteria	The bid is open for participation to those bidders who satisfy the following requirements: <u>7.1 TECHNICAL</u> Bidders should have experience for having executed the following Civil Works: i)RCC culvert works/ RCC bridges / RCC retaining wall / RCC roads or ii) Mass concreting works in the field of industry / multi storied buildings. or iii)Irrigation canal works <u>7.2 FINANCIAL</u> Bidders should meet the financial aspects as given below: a)Average annual turnover during the last 3 years, ending 31 st March-2012, should be at least Rs.36.00 lakhs.



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Tender for Box Culvert Civil Works for 1x500MW Ukai TPS, Gujarat

NIT & QUALIFYING CRITERIA

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		<p>b) Experience of having successfully completed works mentioned at “ 1” above during last 7 years as on date of tender submission with the following:</p> <ul style="list-style-type: none"> - Three similar completed works costing not less than an amount of Rs.48.00 lakhs <li style="text-align: center;">or - Two similar completed works costing not less than an amount of Rs.60.00 lakhs. <li style="text-align: center;">or - One similar completed works costing not less than an amount of Rs.96.00 lakhs. <p><u>7.3 MACHINERY / EQUIPMENTS REQUIRED:</u></p> <p>Bidder should own / lease at least one weigh batcher of 5 m³ / hr capacity having facility to feed multiple mixer machines.</p> <p>Documentary evidence for meeting the above criteria in Sl No. 1,2,3 such as Work completion certificate from customer / Govt. Authorities with any other supporting documents should be submitted by the bidders along with their techno- commercial offer.</p>
8	Mode of Submission of tender	<p>The Tender shall be submitted in Three parts as follows, in separate sealed envelopes super scribed with Tender Reference, Due date and item description.</p> <p>PART-1 : TECHNO-COMMERCIAL BID</p> <p>Technical documents, Documents of Pre-Qualification Criteria, Commercial Terms & conditions, Un-priced price bid format etc. Super-scribed as “Techno-Commercial Bid”</p> <p>PART-2 PRICE BID</p> <p>Duly filled in Price bid as per BHEL Price format super-scribed as “Price Bid” .</p> <p>PART - 3 : EMD</p> <p>EMD for an amount of Rs.2.00 lakhs only in the form of</p>



PROJECT:

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EXPANSION PROJECT, UNIT 6**



Tender for Box Culvert Civil
Works for 1x500MW Ukai
TPS, Gujarat

NIT & QUALIFYING CRITERIA

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DD/Pay Order/Cash Receipt as per Clause No.5 of
CTC and super-scribed as "EMD".

All the above three envelopes should be kept in
another big envelope ,sealed & super-scribed with
Tender Enquiry Reference, due date and Item
Description and the same to be submitted in Tender
box before 2.00 PM on the due date.



ISG BANGALORE

PROJECT:
1X500 MW UKAI TPS EXPANSION PROJECT
UNIT 6



Tender for Box Culvert
Civil Works for 1x500MW
Ukai TPS, Gujarat.

SPECIAL INSTRUCTIONS TO BIDDERS

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SPECIAL INSTRUCTIONS TO BIDDERS

1. Offer should conform to our Technical Specification and Commercial Terms & Conditions (CTC) without any deviations. Offers with deviations are liable for rejection.
2. Acceptance/Remarks Column of BHEL CTC should be filled indicating Accepted/Confirmed against all CTC Clauses, duly Signed, Stamped and submitted with Techno-Commercial Bid (Part-1). The filled in BHEL CTC format against all the clauses submitted with Technical bid duly signed with seal **only** shall be considered. Any other Commercial terms & conditions of bidders mentioned elsewhere in their offer shall not be considered and such offer is liable for rejection.
3. Un-priced price bid format to be filled and submitted in pdf file only along with techno-commercial bid (part-1) indicating "Quoted" against the respective item/column, duly signed with seal. Un-Priced bid format not complied with the above shall be liable for rejection.
4. All prices should be quoted both in figures & words as per Commercial terms & conditions of enquiry. In the event of discrepancy between the figures and words in the Price Bid, the amount entered in words would be taken into consideration for evaluation and finalisation of the order.
5. The Tender shall be submitted in Three parts as follows, in separate sealed envelopes super scribed with Tender Reference, Due date and item description.

PART-1 : Techno-commercial Bid

Technical documents, Documents of Pre-Qualification Criteria, Commercial Terms & conditions, Un-priced price bid format etc. Super scribed as "Techno-Commercial Bid"

PART-2 : Price Bid

Duly filled in Price bid in BHEL price format super scribed as "Price Bid" .

PART - 3 : EMD



ISG BANGALORE

**PROJECT:
1X500 MW UKAI TPS EXPANSION PROJECT
UNIT 6**



Tender for Box Culvert
Civil Works for 1x500MW
Ukai TPS, Gujarat.

SPECIAL INSTRUCTIONS TO BIDDERS

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EMD for an amount of Rs.2.00 lakhs only in the form of DD/Pay Order/Cash Receipt as per Clause No.5 of CTC and super scribed as "EMD".

All the above three envelopes should be kept in another envelope super scribed with Tender Enquiry Reference, Due date and Item Description and the same to be submitted in Tender box before 2.00 PM on the due date.

6. BHEL reserves the right not to extend the due date for submission of tender against the request of bidders.
7. Offers not complied with enquiry requirement shall be liable for rejection.
8. All the pages of Tender documents shall be duly signed, stamped and submitted along with offer as a token of Acceptance.
9. The Rates quoted should be valid for 90 days from the date of opening of Techno-Commercial Bid (Part-1)
10. Tender shall be deposited in the BHEL-ISG Tender box located at the Reception of BHEL, Malleswaram complex before 2.00 PM and Tender opening will be done at the Reception of ISG entrance at 3.00 pm on the due date.
11. Late tenders shall not be accepted.
12. Reverse Auction shall be conducted / Price Bids shall be opened only with Technically and Commercially qualified and Customer Approved Vendors for evaluation and finalisation of tender.
13. BHEL reserves the right to reject the offer, in case the bidders past performance in any of the BHEL`s previous contracts is not found satisfactory.
14. The offers of the bidders who are in the banned list and also the offer of the bidders, who engages the services of the banned firms shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com
15. BHEL reserves the right to reject wholly or partly the offers of bidders without assigning any reason.
16. Bidders to fill the prices in the pdf file of BHEL Price Format only. Prices filled and submitted in editable form shall not be accepted and liable for rejection.



**PROJECT:
1X500 MW UKAI TPS EXPANSION
PROJECT UNIT 6**



Box Culvert Civil works
for 1x500MW, Ukai TPS,
Unit 6, Gujarat

COMMERCIAL TERMS AND CONDITIONS

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NAME OF THE BIDDER :
ENQUIRY No. & DATE : 88/12/6045/SV Dated 13-02-2013
PROJECT : 1X500 MW UKAI TPS EXPANSION PROJECT
UNIT 6- UKAI TPS
NAME OF THE WORK : BOX CULVERT CIVIL WORKS FOR 1X500MW
UKAI TPS

I. Commercial Terms And Conditions:

SL NO.	Clause	BHEL's Requirement	Acceptance / Remarks
1	Scope of Work	Civil works for Box Culvert and related works across the ' coal stock pile area and stacker rail foundation' at Ukai TPS for 1X500MW , Unit-6 as per tender specification.	
2	Price Basis	<p>Unit rates shall be quoted by the bidder for the items described in the BILL OF QUANTITY (provided with the tender document). The quantities given in the Bill Of Quantity are tentative and are likely change to any extent depending the detail engineering.</p> <p>Unit rate for the items shall be inclusive of all Taxes, Duties and WCT except Service Tax with Cess. Service Tax shall be payable extra at actual. Rates quoted are firm till the contract completion period.</p> <p>The quantities of various items mentioned in this tender are approximate and may vary up to any extent or may be deleted altogether and the contractor has no claim on this account. The quoted rate of each item shall remain firm as long as the variation in the total value of work executed under this</p>	



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Box Culvert Civil works
for 1x500MW, Ukai TPS,
Unit 6, Gujarat

COMMERCIAL TERMS AND CONDITIONS

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SL NO.	Clause	BHEL's Requirement	Acceptance / Remarks
		<p>contract including extra items if any, remain within plus or minus 30 (thirty percent) of the contract value as per design considerations. The tenderer has to keep their quoted rates firm up to variation of minus 30% on the basic contract value. In case the actual value of executed work on completion of work becomes less than 70% of the basic contract value then the actual value shall be raised by 7% of executed value subject to the condition that total value of work executed plus increase by 7% as above shall be limited to 70% of the basic contract value. The rate quoted shall be firm irrespective of any upward variation in the contract price.</p>	
3	Taxes	<p>All taxes except Service Tax for the contract shall be borne by the bidder and no statutory variation shall be applicable on the same. Service Tax shall be payable extra at actuals.</p> <p><u>SERVICE TAX:</u></p> <p>Service tax including educational cess at full rates as legally leviable and payable by bidder under applicable law shall be reimbursed extra by BHEL against Tax Invoice. Bidder shall furnish proof of service tax registration with the central excise department.</p> <p>Registration shall bear endorsement for the premises where the billing shall be done by bidder on BHEL for this project.</p> <p><u>WCT under VAT act.</u></p> <p>Bidder should be registered under VAT Act in Gujarat State. A copy of registration certificate with WCT rate opted for the said works shall be produced by the bidder to BHEL before commencement of the works. However, WCT rate considered by the bidder</p>	



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Box Culvert Civil works
for 1x500MW, Ukai TPS,
Unit 6, Gujarat

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SL NO.	Clause	BHEL's Requirement	Acceptance / Remarks
		<p>should be indicated in their offer.</p> <p>WCT under VAT Act shall be deducted from sub contractors bills and remitted to VAT authorities for which TDS certificate would be issued by BHEL.</p>	
4	Terms of Payment.	<p>Payment shall be made to the contractor based on the actual quantity of work done, measured, entered in the measurement book and certified by the engineer-in-charge of BHEL-ISG. The certified quantity multiplied by the quoted unit rate against respective item shall be the billing amount subject to terms of payment as described below:</p> <p>a)90% progressive payment of the total value of RUNNING ACCOUNT BILL after certification by BHEL Site Engineer.</p> <p>b)10% shall be released after the completion all Civil Works for the scope defined in Contract and certification by BHEL Site Engineer.</p> <p>Progressive payment for the works shall only be made after the issue of certificate by engineer, one for the quantum of work completed and the other by field quality surveillance representative for the successful completion of quality check points involved in the quantum of work billed.</p> <p>The payment for running bills will normally be released within around 30 days of submission of running bill with measurement book. Bidder shall make their own arrangement for making payment of labour and other dues in the meantime.</p>	
5	Earnest Money Deposit (EMD)	<p>An amount of Rs. 2.00 lakhs only as EMD shall be deposited in DD (as permissible under income tax act), Pay-order or bank draft in favour of BHEL in a separate cover</p>	



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SL NO.	Clause	BHEL's Requirement	Acceptance / Remarks
		<p>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. Offer shall be liable for rejection, in case no EMD as above is found in the cover marked as 'EMD'.</p> <p>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 of 15 days after the award of the contract. <p>The EMD of unsuccessful bidders shall be returned within 15days of acceptance of award of work by successful tenderer. EMD shall not carry any interest.</p>	
6	Security deposit	<p>Security Deposit shall be furnished by the successful bidder. The rate of security deposit will be as below:</p> <ul style="list-style-type: none">--Up to Rs.10 Lakhs : 10%--Above Rs.10 Lakhs up to Rs.50 Lakhs : Rs.1 Lakh + 7.5% of the amount exceeding Rs.10 Lakhs.--Above Rs.50 Lakhs Rs.4 Lakhs + 5% of the amount exceeding Rs.50 Lakhs. <p>Security Deposit should be furnished before the start of the work in any of the following forms :</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	



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for 1x500MW, Ukai TPS,
Unit 6, Gujarat

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SL NO.	Clause	BHEL's Requirement	Acceptance / Remarks
		<p>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).</p> <p>v. Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act subject to a maximum of 50% of the total security deposit value. The balance 50% has to be remitted either by cash or in the other form of security. The Bank Guarantee format should have the approval of BHEL.</p> <p>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..</p> <p>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 collected before start of the work and the balance 50% may recovered from the running bills.</p> <p>viii. EMD of the successful tenderer shall be converted and adjusted against the security deposit.</p> <p>ix. The security deposit shall not carry any interest.</p> <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>	



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PROJECT UNIT 6**



Box Culvert Civil works
for 1x500MW, Ukai TPS,
Unit 6, Gujarat

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SL NO.	Clause	BHEL's Requirement	Acceptance / Remarks
		Security deposit shall be returned to the contractor after 6 months of the completion all Civil Works for the scope defined in Contract and certification by BHEL Site Engineer.	
7	Receipt of Material from BHEL / Customer.	The bidder shall receive the material supplied to site or issued from the BHEL store for construction purpose and is responsible for unloading, storage, security of the issued material and shifting to the work place etc., complete. Bidder is fully responsible for any theft or damage of material which is under his custody.	
8	Visits to BHEL Bangalore, GSECL offices & Ukai site	Visits as required to BHEL Bangalore, Ukai site, GSECL office at Vadodara and any other place for meetings / discussions shall be included by contractor in their offer. All expenditure on account of the same shall be borne by the contractor.	
9	Completion Schedule	6 months from the date of WO.	
10	Arbitration	Subject to Bangalore Jurisdiction only based on Indian Arbitration Act 1996 with latest amendment if any.	
11	Validity of offer	90 days from the date of opening of techno-commercial offer.	
12	Liquidated damages	Any delay in the completion of project as per the clause 10 above due to the reasons attributable to the contractor will attract LD at ½ % of total contract value per week or part thereof subject to maximum of 5% of total contract value.	
13	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	



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SL NO.	Clause	BHEL's Requirement	Acceptance / Remarks
		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	Labour License	In the scope of bidder. Bidders shall obtain labour license in their name. Bidder shall have valid license to work in Gujarat State, if not available, the same shall be obtained and produced within one month after the award of contract.	
15	Labour laws	Bidder should follow all the labour laws as applicable at the place of work / Gujarat state including payment of minimum wages fixed by Government of Gujarat.	
16	Insurance	By the bidder for his workers, tools & tackles, workmen compensation insurance. Bidders shall also take third party insurance liability @ Rs. 2.00 lakhs per occurrence and maximum of Rs. 10.00 Lakhs.	
17	All man, material, Tools and Plant required for the completion of work.	Bidder shall provide all man, materials, tools and plant required for the completion of work except Reinforcement steel and structural steel. The supply of reinforcement steel and structural steel shall be restricted to requirements as per approved drawings. The permissible scrap is BHEL's property which shall be returned to BHEL after the completion of contract.	
18	Obtaining statutory authorities, clearance required for the completion of work.	By the bidder.	
19	Any theft or	By the bidder.	



**PROJECT:
1X500 MW UKAI TPS EXPANSION
PROJECT UNIT 6**



Box Culvert Civil works
for 1x500MW, Ukai TPS,
Unit 6, Gujarat

COMMERCIAL TERMS AND CONDITIONS

VOL-1, SEC-3

SL NO.	Clause	BHEL's Requirement	Acceptance / Remarks
	damage of materials from erected structures – Coordination with local police authorities, lodging the FIR & obtaining the receipt of the same, coordinating with insurance agency, correct the same at no extra cost.		
20	Office / Residential accommodation, Local transport	In the scope of bidder. No separate payment shall be made by BHEL for the same.	
21	Reverse Auction	“BHEL reserves the right to go for a Reverse Auction instead of Opening the submitted sealed bid, which will be decided after technical evaluation”. In case the Reverse Auction fails or due to any other reason, BHEL reserves the right to open the sealed price bids in public and finalize the placement of contract accordingly. Non acceptance of this clause by the bidder will be liable for rejection of the offer.	
22	Past performance	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.	



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SL NO.	Clause	BHEL's Requirement	Acceptance / Remarks
23	ECS Payment	Payment will be made by electronic transfer of funds and for which the vendors are to provide the following information along with their offers in their letter head duly signed. Information to be provided: Bank Name, Bank Address, Bank Phone, IFSC Code (NEFT), Bank Account No., Pan No., Service Tax No., Tin No., E-Mail Id etc.,.	
24	Bill Submission	All the invoices and other related documents against our order are to be submitted to the Resident Manager / Engineer for their certification and for release of payment.	
25	Risk Purchase	In case of default / late / failure in supplying / discharging any material / activity for the completion of contract, purchaser reserves his right to make alternate arrangement for procurement / arrangement for work etc,. at Contractor's risk and cost.	
26	Banned Contractors in BHEL	The offers of the bidders who are on the banned list as also the offer of the bidders , who engage the services of the banned firms , shall be rejected. The list of the banned firms is available on BHEL web site www.bhel.com.	

II. ARBITRATION

All disputes between parties to the contract arising out of or in relation to the contract, other than those for which the decision of engineer or any other person is by the contract expressed to be final & conclusive, shall after written notice by either party to the contract to the other party, be referred to sole arbitrator of the General Manager of BHEL or his nominee. The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration conciliation act 1996 and the rules there under and any statutory modifications thereof. The place of Arbitration will be at Bangalore. The parties to the contract understand and agree that there will be no objection that the General Manager or his person nominated as arbitrator had earlier in his office capacity to deal directly or indirectly with the matters to which the contract relates or that in the course of his official duties had expressed views on all

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or any of the matters in dispute of difference. The award of arbitrator shall be final and binding on the parties to this contract.

In the event of Arbitrator dieing, neglecting or refusing to act or resigning or being unable to act for any reason or his award being set aside by the courts for any reason, it shall be lawful for the General Manager or his successor, as the case may be, either to act himself as the Arbitrator in place of the out going Arbitrator in the manner aforesaid.

The Arbitrator may, from time to time, with consent of both the parties to the contract, enlarge the time for making the award.

The work under the contract shall be continued during the arbitration proceedings. The venue of Arbitration shall be such place from which the contract is issued or such other place as the Arbitrator at his discretion may determine.

III. LAWS GOVERNING THE CONTRACT

This contract shall be governed by the Indian Laws for the time being in force. Any claim or disputes arising under the terms of this tender / agreement shall be enforced or filed in the Courts at Bangalore only.

Notes:

1. Offer should conform to our Technical Specification and Commercial Terms & Conditions (CTC) without any deviations. Offers with deviations are liable for rejection.
2. Acceptance/Remarks Column of BHEL CTC should be filled indicating Accepted/Confirmed against all CTC Clauses, duly Signed, Stamped and submitted with Techno-Commercial Bid (Part-1). The filled in BHEL CTC format against all the clauses submitted with Technical bid duly signed with seal **only** shall be considered. Any other Commercial terms & conditions of bidders mentioned elsewhere in their offer shall not be considered and such offer is liable for rejection.

Signature with Date :

Name :

Company Seal / Name :



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(To be stamped in accordance with Stamp Act)

BANK GUARANTEE FOR SECURITY DEPOSIT (PROFORMA)

In consideration of the Bharat Heavy Electricals Limited, having its registered office at BHEL House, Siri Fort, New Delhi – 110 049 the concerned division being (indicate name of the concerned division of BHEL) (hereinafter called BHEL) having agreed to exempt (hereinafter called "the said Contractor(s)" from the demand, under terms and conditions of agreement dated made between BHEL and for (hereinafter called "the said Agreement) of security deposit for the due fulfillment by said contractors of the terms and condition contained in the said agreement, on production of bank guarantee for Rs. (Rupees only)

We(indicate the name of Bank) hereinafter referred to as "the Bank") at the request of contractor(s) do hereby undertake to pay to BHEL an amount not exceeding Rs. against any loss or damage caused to or suffered or would be caused to or suffered by BHEL, by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement.



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2. We (indicate the name of Bank) hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from BHEL stating that the amount claimed is due by way of loss or damage caused to or would to or suffered by BHEL by reason of breach by the said contractor(s) of any of the terms and conditions contained in the said Agreement or by reason of the contractor(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.....

3. We(indicate the name of Bank)undertake to pay to BHEL any money so demanded notwithstanding any dispute or disputes raised by contractor (s) supplier(s) in any suit or processing pending before any court or tribunal relating thereto our liability under these presents being absolute and unequivocal. The payment so made by under this bond shall be valid discharge of our liability for payment thereunder and the contractor(s) shall have no claim against us for making such payment.

4.(indicate the name of 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 and the it shall continue to be enforceable till all the dues of BHEL under or by virtue of the said Agreement have been fully paid and its Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharge this guarantee unless a demand or claim under



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this guarantee is made on us in writing on or before
we shall be discharged form all liability under this guarantee thereafter.

- i. Wefurther agree with BHEL that BHEL shall have the fullest liberty without our consent and without affecting in any manner our obligations 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 any time or from time to time any of the powers exercisable by the BHEL 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 reasons of any such variation, of extension being granted to the said Contractor(s) or for any forbearance, act, or commission on the part of BHEL or any indulgence BHEL to the said Conference(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for its provisions, have effect of so relieving us.
- ii. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s) / Supplier(s)
- iii. We(indicate the name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of BHEL in writing.



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iv. The address of BHEL of services, correspondence in respect of matters relating to this guarantee shall be :

ADDRESS OF THE CONCERNED DIVISION OF BHEL.

Address of the Bank in full

Dated the Day of2013

For
(Indicate the name of Bank)
Signed for and on behalf of the BANK

Telephone No. :

Fax No. :

Witness :

1.

2.



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"ANNEXURE TO PBG"

PERFORMANCE BANK GUARANTEE SUBMISSION – GUIDELINES

Performance Bank Guarantee is to be submitted as per following guidelines :

01	List of BHEL consortium Bank Names are enclosed (29 Banks). Bank guarantees of BHEL consortium banks are only acceptable.
02	In case of Bank Guarantees issued by non-consortium PSU banks the same are to be enforceable in Bangalore.
03	In case BGs issued by Foreign Banks the same may be confirmed by our consortium bank in India.
04	BGs to be submitted should be sent to BHEL-ISG Attn: DGM/MM/BG-IB directly by the issuing bank under Registered Post (A.D). On receipt of the PBG the same will be preliminarily checked by the receiving officer and in case of any corrections PBG will be returned to the issuing Bank for necessary action.
05	Bank Guarantee to be submitted in the prescribed format enclosed and shall be same verbatim as per the format. Bank Guarantee shall be submitted on right value of stamp paper and for correct value of contract.
06	Performance Bank Guarantee shall be extended within the expiry dates wherever activities as per contract are not completed in all respects.
07	In case of any contract amendment during execution of the contract enhancing value of the contract the PBG value shall be enhanced accordingly. Validity of PBG shall be as per commercial terms and conditions of the tender.



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LIST OF CONSORTIUM BANKS

- 1 STATE BANK OF INDIA
- 2 PUNJAB NATIONAL BANK
- 3 HDFC BANK
- 4 SYNDICATE BANK
- 5 CANARA BANK
- 6 INDIAN BANK
- 7 ST. BANK OF HYDERABAD
- 8 ICICI BANK
- 9 STANDARD CHARTERED BANK
- 10 UCO BANK
- 11 KOTAK MAHINDRA
- 12 ORIENTAL BANK OF COMMERCE
- 13 STATE BANK OF TRAVANCORE
- 14 CENTRAL BANK
- 15 IDBI BANK
- 16 FEDERAL BANK
- 17 HSBC LTD
- 18 DEUTSCHE BANK
- 19 CORPORATION BANK
- 20 CITI BANK
- 21 BANK OF BARODA
- 22 ABN AMRO BANK
- 23 UNITED BANK OF INDIA
- 24 VIJAYA BANK
- 25 UNION BANK OF INDIA
- 26 PUNJAB & SIND BANK
- 27 ANDHRA BANK
- 28 BANK OF INDIA
- 29 AXIS BANK