



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited
INDUSTRIAL SYSTEMS GROUP

Email : sv@bhelisg.com
Phone : 080 22184090
:

Fax : 080 23562713

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

NOTICE INVITING TENDER

Ref: 88/11/6028/SV

Date: 07.11.2011

Subject: Tender for Civil, Structural & Grading Works for Stacker Reclaimer
and Allied Structures of CHP of 2x800 MW Yeramarus TPS

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	NIT & Qualifying Criteria, Commercial Terms & Conditions etc.	Volume – 1
02	Project Synopsis, Scope of Work, Technical Specification, Instruction to Bidders, Completion Schedule, GCC, SCC, Addl. Terms & conditions, HSE Policy etc.	Volume – 2
03	Price Format	Volume – 3

**Senior Deputy General Manager
Materials Management (BG-1B)**

NAME OF WORK:

Civil, Structural and Grading Work for Stacker Reclaimer Area and Allied Structures for CHP

CONTENT SHEET

VOL-1

CONTENT SHEET

SECTION	DESCRIPTION	PAGES
1	NIT & QUALIFYING CRITERIA	2
2	COMMERICAL TERMS AND CONDITIONS (CTC)	16
3	BG FORMAT	3
4	DEVIATION FORMAT	2
5	INTEGRITY PACT	6
6	SPECIAL INSTRUCTIONS TO BIDDERS	2



ISG BANGALORE

PROJECT:

**2x800MW YERMARAS THERMAL POWER STATION.
RAICHUR, KARNATAKA.**

**NAME OF WORK:**

Civil, Structural and Grading Work for
Stacker Reclaimer Area and Allied
Structures for CHP

NIT & QUALIFYING CRITERIA**Volume-1 Section-1****NOTICE INVITING TENDER (NIT) & QUALIFYING CRITERIA**

1	Tender inviting officer / Authority, Designation and Address.	Sr. Deputy General Manager (MM) / BG 1B BHEL-ISG, Prof.CNR Rao Circle, IISc Post, Malleswaram, Bangalore- 560 012
2	Name of Work and Place of work.	Civil, Structural and Grading works for stacker reclaimer area - 2x800mw Yermaras Thermal Power Station. Raichur, Karnataka.
3	Tender Reference no.	88/11/6028/SV
4	The period of completion of work.	14 months from the date of Work Order.
5	Earnest Money Deposit (EMD)	Rs. 2,00,000.00 (Rupees Two Lakhs Only)
6	Due date, Time and place for submission of tender.	28-11-2011 Up to 02.00PM ISG Tender box placed at the Reception of ISG & EPD. BHEL-ISG, Prof CNR Rao Circle, IISc Post, Malleswaram, Bangalore- 560 012
7	Place, Date and time of Tech. Bid opening	BHEL-ISG office. Techno-commercial offers will be opened at 03.00 PM on 28-11-2011 in the presence of the vendors who choose to be present. Price bid will be opened after the Techno-Commercial evaluation and our acceptance of the same. Price bids of technically and commercially accepted tenders will be opened subsequently and the date will be intimated separately.
8.	Qualification Criteria	<p><u>i) TEHCHNICAL</u></p> <p>Vendors should have experience for having executed following works:</p> <p>a) Excavation and grading work to an extent of 3 lakhs cum per year in single project.</p> <p style="text-align: center;">AND</p> <p>b) Concrete works (RCC and PCC) to an extent of 5000cum per year in single project.</p>



ISG BANGALORE

PROJECT:

**2x800MW YERMARAS THERMAL POWER STATION.
RAICHUR, KARNATAKA.**

**NAME OF WORK:**

Civil, Structural and Grading Work for
Stacker Reclaimer Area and Allied
Structures for CHP

NIT & QUALIFYING CRITERIA**Volume-1 Section-1**

		<p>ii) <u>FINANCIAL</u></p> <p>Bidder should meet the financial aspects as given below:</p> <p>a) Average annual turnover of the bidder or their group of companies during the last 3 years, ending 31st March-2010, should be at least ` 15 Crores.</p> <p>- Vendor should not be banned by any BHEL unit or Government of India or Government of Karnataka.</p> <p>Work completion certificate duly attested by the concerned department with other supporting documents for the above qualifying criteria shall be submitted by the bidders along with their techno-commercial offer.</p> <p>iii) OWNING CONSTRUCTION EQUIPMENT</p> <p>Bidders should own the equipments as listed in the "List of equipments" (Volume-2 Section-8) and proof of ownership to be submitted along with the technical bid.</p>
9	Mode of Submission of tender	<p>Duly stamped & Signed Bids to be submitted in Three covers as below:</p> <p>a.) Techno-Commercial details containing the original copies of technical Specification, schedules, technical formats drawings and commercial terms / Conditions etc.</p> <p>b.) Containing original price offer as per enclosed schedule.</p> <p>c) EMD for Rs. 2.00 Lakhs in the form of DD</p>
10	Price bid.	Price bids of the vendor approved by Customer only will be opened.
11	Integrity pact	Bidders shall submit the Integrity pact as per the enclosed format.



ISG BANGALORE

PROJECT:

**2x800MW YERMARAS THERMAL POWER STATION.
RAICHUR, KARNATAKA.**

**NAME OF WORK:**

**Civil ,Structural and Grading
works for Stacker Cum
Reclaimer area and Allied
Structures for CHP**

**COMMERCIAL TERMS
AND CONDITIONS**

Volume-1 Section-2

**COMMERCIAL TERMS AND CONDITIONS FOR
CIVIL ,STRUCTURAL AND GRADING WORKS FOR STACKER CUM RECLAIMER
AREA AND ALLIED STRUCTURES FOR CHP OF 2X800MW YERAMARUS TPS**

Name of the Bidder :

Enquiry Ref. No. : 88/11/6028/SV

Project : CHP & AHP Package , 2X800MW Yeramarus TPS Project

Scope of Work : Civil ,Structural and Grading works for Stacker Cum Reclaimer area and Allied Structures for CHP of 2X800MW Yeramarus TPS

I. COMMERCIAL TERMS & CONDITIONS

SL No.	Clause	BHEL Requirement	Bidder's Acceptance / Remarks
1.0	Price basis	<p>Prices to be quoted on Item Rate Basis for Civil ,Structural and Grading works for Stacker Cum Reclaimer area and Allied Structures for CHP of 2X800MW Yeramarus TPS. Quoted Prices should be inclusive of all Taxes and Duties (except Service Tax), Woks contract Tax under Karnataka VAT Act , Charges towards royalties, Octroi, any State or Central Levy and other Taxes on the Materials used for the execution of the contract. Structural steel & Reinforcement steel shall be issued free of cost by BHEL.</p> <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 to change to any extent depending upon the detailed engineering during execution of the contract. Unit rates shall be valid till the completion of work.</p>	



ISG BANGALORE

PROJECT:

2x800MW YERMARAS THERMAL POWER STATION.

RAICHUR, KARNATAKA.

**NAME OF WORK:**

**Civil ,Structural and Grading
works for Stacker Cum
Reclaimer area and Allied
Structures for CHP**

COMMERCIAL TERMS
AND CONDITIONS

Volume-1 Section-2

SL No.	Clause	BHEL Requirement	Bidder's Acceptance / Remarks
		Further Prices are subject to Price Variation as per PVC formula enclosed in Annexure-I. WCT to be included in price. Service tax @ 4% with Education CESS @3% on composition basis shall be reimbursed at actuals. TDS shall be issued against IT and WCT deducted as per the rules.	
2.0	Taxes	<p><u>Service Tax:</u></p> <p>Service tax @ 4% with Education CESS @3% on composition basis shall be paid extra at actuals against contractor's Separate Service Tax invoice.</p> <p>The contractor shall include the cost of BHEL free issue materials (to be provided by BHEL) such as structural steel / reinforcement steel etc. while computing service tax.</p> <p>Bidder shall furnish the proof of Service Tax registration with the Central Excise Department for operating on Composition basis and the same shall be applicable for the entire Works Contract and shall not be withdrawn until completion of the said Works Contract. Registration should also bear endorsement for the premises from where the billing shall be done by the contractor on BHEL-ISG for this project.</p> <p>BHEL-ISG will not be held responsible for non compliance of various Service Tax rules being framed from time to time.</p> <p><u>WCT under VAT act:</u></p> <p>The bidder has to make his own arrangements at his cost for completing the formalities with Karnataka State VAT Act authorities for bringing their materials, plants and machineries at site for</p>	



ISG BANGALORE

PROJECT:

**2x800MW YERMARAS THERMAL POWER STATION.
RAICHUR, KARNATAKA.**

**NAME OF WORK:**

**Civil ,Structural and Grading
works for Stacker Cum
Reclaimer area and Allied
Structures for CHP**

**COMMERCIAL TERMS
AND CONDITIONS**

Volume-1 Section-2

SL No.	Clause	BHEL Requirement	Bidder's Acceptance / Remarks
		<p>the execution of the works under this contract. Road permits / way bills if required shall be arranged by the bidder. BHEL-ISG will not issue any road permit / way bill for this purpose. The bidder must be a Registered Contractor with Karnataka State under VAT Act. A copy of said registration certificate along with TIN no. etc. must be submitted to BHEL Engineer In-charge.</p> <p>Works Contract Tax applicable under Karnataka VAT Act for the execution of the contract shall be borne by the bidder and the same shall be included in the quoted price. Bidder shall indicate WCT percentage considered in their offer. During execution of the contract if there is any variation in the WCT rate (+/-) either way effected by Karnataka VAT authorities, same shall be reimbursed / recovered at actuals.</p> <p>TDS on VAT on Works Contracts, as per state VAT act, shall be deducted from sub contractors bills and remitted to VAT authorities for which TDS certificates would be issued by BHEL / ISG.</p> <p>Further, any other taxes & duties, levies including new taxes & duties if imposed by statutory authorities during the contract execution period (including time extensions) and if the same is not attributable to the contractor , then the same shall be reimbursed by BHEL/ISG on production of relevant supporting documents submitted along with RAB.</p>	



ISG BANGALORE

PROJECT:**2x800MW YERMARAS THERMAL POWER STATION.****RAICHUR, KARNATAKA.****NAME OF WORK:****Civil ,Structural and Grading
works for Stacker Cum
Reclaimer area and Allied
Structures for CHP****COMMERCIAL TERMS
AND CONDITIONS**

Volume-1 Section-2

SL No.	Clause	BHEL Requirement	Bidder's Acceptance / Remarks
3.0	Mega Project Status	<p>Bidder shall consider benefits applicable for Mega Power Project and associated Deemed Export Benefits available for this project while submitting their offer. BHEL / RPCL shall issue Project authority Certificate (PAC) , Mega Project Certificate to the contractor to claim these benefits.</p> <p>In case Mega Power status / Deemed Export benefits are not made available during execution of the project, then all taxes , duties and levies shall be paid to the Contractor at actuals against documentary proof. For this purpose bidder to indicate separately the amount for the above said taxes & duties with rates considered in the price bid which shall not be considered for evaluation of L1 status.</p>	
4.0	Terms of Payment	<p>1. 90% of the contract price on pro-rata basis including corresponding Service tax with education cess , against progress of work and based on the approved billing schedule.</p> <p>Bidder to submit documentary proof of having remitted the tax along with his invoice which will be part of Running Account Bill. Payment of running bills will be done within 30 days of submission of RAB with measurement book duly certified by BHEL Engineer In-charge.</p> <p>2. 5% of contract value against completion of all activities and submission of final RAB along with the following documents:</p> <p>a)proof of wages paid in full b)No claim certificate c) Questionnaire signed by BHEL Engineer In-charge d)ESI & EPF paid in full duly certified by BHEL Engineer In-charge</p>	



ISG BANGALORE

PROJECT:

2x800MW YERMARAS THERMAL POWER STATION.

RAICHUR, KARNATAKA.

**NAME OF WORK:**

Civil ,Structural and Grading
works for Stacker Cum
Reclaimer area and Allied
Structures for CHP

COMMERCIAL TERMS
AND CONDITIONS

Volume-1 Section-2

SL No.	Clause	BHEL Requirement	Bidder's Acceptance / Remarks
		<p>e) Any other document as required by BHEL Engineer In-charge</p> <p>3. 5% of the contract price on successful completion of Trial operation (Take Over) of respective unit i.e. Unit-1 and Unit-2 (The unit-wise contract price is derived @ 50% of the total contract price). Tentative date for Trial operation for Unit-1 is 08-04-2014 and for Unit-2 is 08-10-2014.</p>	
5.0	Mode of Payment	Payment shall be released by EFT (Electronic Fund Transfer) from Bangalore office only.	
6.0	Liquidated Damages for delay in completion of works	0.5% of the contract price for delayed portion of works per week of delay subject to a maximum of 10% of the total contract price of each unit.	
7.0	Earnest Money Deposit	<p>An amount of Rs 2,00,000/- only as Earnest Money Deposit (EMD) shall be deposited in the form of demand draft only in favour of BHEL-ISG in a separate cover along with the offer.</p> <p><u>In case EMD is not enclosed, the offer will be rejected.</u></p> <p>EMD by the bidder will be forfeited if :</p> <ul style="list-style-type: none"> - After opening of the tender the bidder revokes his tender within the validity period or increases his earlier quoted rates. - The bidder does not commences the work within the period as per the LOA / Contract. - EMD given by all unsuccessful bidders shall be refunded normally within 15 days of award of Work to the successful bidder. <p>EMD shall not carry any interest.</p>	
8.0	Security Deposit	<p>Security deposit shall be furnished by the contractor before commencement of the work, in any of the following form :</p> <p>1) Cash (As permissible under the income tax act)</p>	



ISG BANGALORE

PROJECT:**2x800MW YERMARAS THERMAL POWER STATION.****RAICHUR, KARNATAKA.****NAME OF WORK:****Civil ,Structural and Grading
works for Stacker Cum
Reclaimer area and Allied
Structures for CHP****COMMERCIAL TERMS
AND CONDITIONS****Volume-1 Section-2**

SL No.	Clause	BHEL Requirement	Bidder's Acceptance / Remarks
		<p>2) Pay Order, Demand Draft in favour of BHEL.</p> <p>3) Local cheques of local banks, subject to realization.</p> <p>4) Security available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc.</p> <p>(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)</p> <p>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.</p> <p>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.</p> <p>7) EMD of successful bidder shall be converted and adjusted against the security deposit.</p> <p>8) The security deposit shall not carry any interest.</p> <p>NOTE : Acceptance of security deposit against Sl 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.</p> <p>Security deposit will be refunded to the contractor after successful completion of defect liability period.</p> <p>RATE OF SECURITY DEPOSIT : Upto Rs 10.00 lakhs - 10% Above Rs 10.00 lakhs upto Rs 50.00 lakhs – Rs</p>	



ISG BANGALORE

PROJECT:**2x800MW YERMARAS THERMAL POWER STATION.****RAICHUR, KARNATAKA.****NAME OF WORK:****Civil ,Structural and Grading
works for Stacker Cum
Reclaimer area and Allied
Structures for CHP****COMMERCIAL TERMS
AND CONDITIONS**

Volume-1 Section-2

SL No.	Clause	BHEL Requirement	Bidder's Acceptance / Remarks
		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.	
9.0	Contract completion period	Work to be taken up within 15 days from the date of Work Order and completed within 14 months for both the units.	
10.0	Defect Liability Period	The contractor shall be responsible for any defect in civil & structural works executed for a period of 12 months commencing immediately on successful completion of the Trial Operation (Take Over). In case of any defective work coming to the notice within the defect liability period, the same shall be made good by the contractor at his own cost.	
11.0	Insurance	a) By the bidder for his workers, tools & tackles, workmen compensation insurance. Bidders shall also take third party insurance liability @ Rs. 2 Lakhs per occurrence and maximum of Rs.10 Lakhs. b) In the event of loss, damage or theft of the material from the storage area or from the erected equipment, the bidder shall make good of the same within a reasonable time. The actual cost towards such works shall be reimbursed by BHEL to the contractor. However, all required documents are to be furnished by the contractor to BHEL for lodging a claim on insurance company and also the contractor shall extend necessary help in realizing the claim.	
12.0	Validity of the offer	90 Days from the date of the opening of the Techno-commercial bid.	
13.0	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 on time specified under their scope, BHEL will get the job done at the risk &	



ISG BANGALORE

PROJECT:**2x800MW YERMARAS THERMAL POWER STATION.****RAICHUR, KARNATAKA.****NAME OF WORK:****Civil ,Structural and Grading
works for Stacker Cum
Reclaimer area and Allied
Structures for CHP****COMMERCIAL TERMS
AND CONDITIONS****Volume-1 Section-2**

SL No.	Clause	BHEL Requirement	Bidder's Acceptance / Remarks
		cost of the bidder. The actual cost incurred for such jobs along with the departmental charges @ 15% will be recovered from the contractor's bills.	
14.0	Arbitration	Subject to Bangalore jurisdiction only based on Indian Arbitration Act 1996.	
15.0	Receipt, Loading, Unloading, Storage and transshipment inside the plant of all civil & structural Materials including free supply items by BHEL / Customer at site, Security of the same round-the- clock & loading / unloading / transportation of materials to different erection locations	By the Bidder. The bidder shall receive the material supplied to site or issued from the BHEL store or directly from the supplier for construction purpose and is responsible for loading, unloading, trans-shipment, 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.	
16.0	Visits to BHEL Bangalore, New Delhi, Noida , RPCL offices & Site offices.	Visits as required to BHEL Bangalore, New Delhi, Noida, RPCL / Consultant offices / Site offices or any other place for meetings / discussions shall be in the scope of Contractor . All expenditure on account of the same shall be borne by the contractor.	



ISG BANGALORE

PROJECT:

2x800MW YERMARAS THERMAL POWER STATION.
RAICHUR, KARNATAKA.

**NAME OF WORK:**

Civil ,Structural and Grading
works for Stacker Cum
Reclaimer area and Allied
Structures for CHP

COMMERCIAL TERMS
AND CONDITIONS

Volume-1 Section-2

SL No.	Clause	BHEL Requirement	Bidder's Acceptance / Remarks
17.0	All Consumables required for Civil & structural Works	By the Bidder	
18.0	Obtaining statutory authorities, clearance required for the completion of work.	By the Bidder	
19.0	All material handling equipments like crane, fork lifter, tripods etc.	By the Bidder	
20.0	Providing tarpaulins & covering materials as required for protection of materials at temporary storage place.	By the Bidder	
21.0	Labour Licence	By the bidder. Bidder should have valid license to work in Karnataka state, if not the same should be produced within one month of award of the contract.	
22.0	Labour Laws	Bidder should follow all the labour laws as applicable at the place of work in Karnataka state including payment of minimum wages fixed by	



ISG BANGALORE

PROJECT:**2x800MW YERMARAS THERMAL POWER STATION.****RAICHUR, KARNATAKA.****NAME OF WORK:****Civil ,Structural and Grading
works for Stacker Cum
Reclaimer area and Allied
Structures for CHP****COMMERCIAL TERMS
AND CONDITIONS****Volume-1 Section-2**

SL No.	Clause	BHEL Requirement	Bidder's Acceptance / Remarks
		Government of Karnataka.	
23.0	Income Tax Deductions	As per the prevailing rules. BHEL will provide TDS certificate.	
24.0	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.	
25.0	Any levy, Taxes, as applicable for completion of project	By the Bidder	
26.0	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	
27.0	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	



ISG BANGALORE

PROJECT:**2x800MW YERMARAS THERMAL POWER STATION.****RAICHUR, KARNATAKA.****NAME OF WORK:****Civil ,Structural and Grading
works for Stacker Cum
Reclaimer area and Allied
Structures for CHP****COMMERCIAL TERMS
AND CONDITIONS****Volume-1 Section-2**

SL No.	Clause	BHEL Requirement	Bidder's Acceptance / Remarks
28.0	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	To be furnished by the bidder along with the Techno- commercial Bid	
29.0	Integrity pact	Bidders shall submit the Integrity Pact duly filled, signed & stamped along with techno-commercial offer. Format enclosed.	
30.0	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.	
31.0	Reverse Auction	BHEL reserves the right to go for Reverse Auction instead of opening the submitted sealed bid, which will be decided after technical evaluation. In case the reverse auction could not be conducted / failed due to any reasons BHEL reserves the right to open the sealed price bids in public and finalize the order accordingly. Non acceptance of this clause by the bidder will lead to rejection of offer.	
32.0	Quantity variation	The quoted rate of each item shall be valid for item wise variation in quantity which may vary to any extent and also for the total variation in value of work up to plus or minus 30% of the total contract value. In case the actual value of executed work on completion of contract becomes less than 70% of the contract value, then actual value shall be raised by 7% of the executed value, subject to the	



ISG BANGALORE

PROJECT:**2x800MW YERMARAS THERMAL POWER STATION.****RAICHUR, KARNATAKA.****NAME OF WORK:****Civil ,Structural and Grading
works for Stacker Cum
Reclaimer area and Allied
Structures for CHP****COMMERCIAL TERMS
AND CONDITIONS**

Volume-1 Section-2

SL No.	Clause	BHEL Requirement	Bidder's Acceptance / Remarks
		condition that the total value of work executed plus increase by 7% as above shall be limited to 70% of the contract value.	
33.0	All other Terms & Conditions	As per BHEL Tender enquiry.	

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 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.



ISG BANGALORE

PROJECT:

**2x800MW YERMARAS THERMAL POWER STATION.
RAICHUR, KARNATAKA.**

**NAME OF WORK:**

**Civil ,Structural and Grading
works for Stacker Cum
Reclaimer area and Allied
Structures for CHP**

**COMMERCIAL TERMS
AND CONDITIONS**

Volume-1 Section-2

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. Vendors to give their confirmation/acceptance for BHEL Commercial terms & Conditions (CTC) in this format only without any deviations to consider their offer. Deviations will not be accepted by BHEL. Bids with deviations is liable for rejection and decision of BHEL will be final in this regard.
2. All the columns of the above format should be filled and any column left blank will be treated as accepted/included.
3. No prices to be filled in CTC format. All prices are to be filled up only in the Price bid format.
4. Un-priced price bid and EMD in separate envelope to be submitted with the Techno - commercial bid only (Part-1).
5. In the un-priced price bid all columns against each item shall be filled as "quoted".

Signature of the bidder with seal & Date



ISG BANGALORE

PROJECT:**2x800MW YERMARAS THERMAL POWER STATION.****RAICHUR, KARNATAKA.****NAME OF WORK:****Civil ,Structural and Grading
works for Stacker Cum
Reclaimer area and Allied
Structures for CHP****COMMERCIAL TERMS
AND CONDITIONS**

Volume-1 Section-2

Annexure-I

1.0	PRICE VARIATION COMPENSATION		
1.1	If after the `Base Date` and/ or during the progress of work (including during the extended period of completion if any, as allowed by BHEL) the minimum wages for labour, prices of diesel oil and other materials used in the works gets increased, then contractor shall be entitled for such increase (provided delay is not attributable to contractor). Likewise, if there is any decrease in the indices/ prices of above mentioned items, BHEL shall be entitled for refund.		
1.2	The basis for calculation of price variation under each category, component and base index/ price will be as under.		
	Category	Component	Base index/ price
1.2.1	Labour (all categories)	30 %	'MONTHLY ALL-INDIA AVERAGE CONSUMER PRICE INDEX NUMBERS FOR INDUSTRIAL WORKERS' published by Labour Bureau, Ministry of Labour and Employment, Government of India.
1.2.2	High Speed Diesel oil	5 %	Name of Commodity : HSD OIL. Type : INDIVIDUAL COMMODITY As per the 'MONTHLY WHOLE SALE PRICE INDEX' for the respective Commodity and Type, published by Office of Economic Adviser, Ministry of Commerce and Industry, Government of India. (Website : www.eaindustry.nic.in)
1.2.4	Cement	30 %	Name of Commodity : CEMENT Type: INDIVIDUAL COMMODITY As per the 'MONTHLY WHOLE SALE PRICE INDEX' for the respective Commodity and Type, published by Office of Economic Adviser, Ministry of Commerce and Industry, Government of India. (Website : www.eaindustry.nic.in)
1.2.7	Other materials (other than Cement & Steel)	20 %	Name of Commodity: ALL COMMODITIES Type: GROUP ITEM As per the 'MONTHLY WHOLE SALE PRICE INDEX' for the respective Commodity and Type, published by Office of Economic Adviser, Ministry of Commerce and Industry, Government of India. (Website : www.eaindustry.nic.in)



ISG BANGALORE

PROJECT:**2x800MW YERMARAS THERMAL POWER STATION.****RAICHUR, KARNATAKA.****NAME OF WORK:****Civil ,Structural and Grading
works for Stacker Cum
Reclaimer area and Allied
Structures for CHP****COMMERCIAL TERMS
AND CONDITIONS**

Volume-1 Section-2

1.3	<p>Payment/ refund due to variation in index/ prices shall be determined on the basis of the following notional formula in respect of the identified components, viz, labour, materials (other than Cement & Steel), High Speed Diesel oil and Cement.</p> $P = \frac{K \times R \times (X_n - X_o)}{X_o}$ <p>Where,</p> <p>P = Amount to be paid/recovered due to variation in the Index for Labour, High Speed Diesel Oil, Cement and Materials</p> <p>K = Percentage component applicable for Labour, High Speed Diesel Oil, Cement and Materials</p> <p>R = Value of work done for the billing month (Excluding Taxes and Duties if payable extra)</p> <p>XN = Revised Index No for Labour, High Speed Diesel Oil, Cement and Materials for the billing month under consideration</p> <p>Xo = Index no for Labour, High Speed Diesel Oil, Cement and Materials as on the Base date.</p>
1.4	Base date shall be calendar month of the latest date of submission of Tender.
1.5	PVC shall not be payable for the Over Run Charges (ORC) amount, Supplementary/Additional Items, Extra works executed on manday rates basis.
1.6	The contractor shall furnish necessary monthly bulletins for the necessary indices from the relevant websites along with his Bills.
1.7	The contractor will be required to raise the bills for price variation payments on a monthly basis along with the running bills irrespective of the fact whether any increase/decrease in the index for relevant categories has taken place or not. In case there is delay in publication of bulletins (final figure), the provisional values as published can be considered for payments and arrears shall be paid/recovered on getting the final values.



ISG BANGALORE

PROJECT:

**2x800MW YERMARAS THERMAL POWER STATION.
RAICHUR, KARNATAKA.**

**NAME OF WORK:**

**Civil ,Structural and Grading
works for Stacker Cum
Reclaimer area and Allied
Structures for CHP**

COMMERCIAL TERMS
AND CONDITIONS

Volume-1 Section-2

1.8	PVC shall be applicable for the entire original contract period plus the extended period. However the Total Quantum of Price Variation amount payable/recoverable shall be regulated as follows:
1.8.1	For the portion of backlog attributable to the contractor, the PVC will be based on the average of the indices for the period of the original contract period.
1.8.2	For the period of Force Majeure, the PVC will be limited to the indices applicable at the beginning of the force majeure period.
1.8.3	For the portion of backlog attributable to BHEL, the PVC will be as per the indices applicable for the respective months
1.8.4	The total amount of PVC shall be limited to 10% of executed contract value. Executed contract value for this purpose is exclusive of PVC, ORC, Supplementary/Additional Items, Extra works executed on manday rates basis.



ISG BANGALORE

PROJECT:**2x800MW YERMARAS THERMAL POWER STATION.****RAICHUR, KARNATAKA.****NAME OF WORK:****CIVIL, ARCHITECTURAL AND GRADING
WORK FOR STACKER RECLAIMER
AREA AND ALLIED STRUCTURES OF
CHP****BG FORMAT****Volume-1 Section-3****PROFORMA FOR BANK GUARANTEE FOR CONTRACT PERFORMANCE****SECURITY**

(To be stamped in accordance with Stamp Act, if any of the Country of the issuing Bank)

Ref :

Bank Guarantee No.

Date :

To

M/s Bharat Heavy Electricals Limited
Industrial Systems Group
Prof. CNR Rao Circle
IISc post, Malleswaram
Bangalore – 560 012

Dear Sirs,

In consideration of the Bharat Heavy Electricals Limited, (hereinafter referred to as the 'Owner' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s with its Registered/ Head Office at (hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of Owner's letter of award No. Dated and the same having been unequivocally accepted by the contractor, resulting in to a contract bearing No. ... dated valued at for and the contractor having agreed to provide a contract performance guarantee for the faithful performance of the entire contract equivalent to %) of the said value of the contract to the owner.

We having its (Name & address of the bank) Head Office at (hereinafter referred to as the 'Bank' which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, on demand any and all monies payable by the contractor to the extent of as aforesaid at any time up to @ (days/ months/ years) without any demur, reservation, context, recourse or protect and/or without any reference to the contractor. Any such demand made by the owner on the bank shall be conclusive and binding notwithstanding any difference between the owner and the contractor or any dispute pending before any court, tribunal, arbitrator or any other authority. The bank undertakes not to revoke this guarantee during its currency without previous consent of the owner and further agrees



ISG BANGALORE

PROJECT:

**2x800MW YERMARAS THERMAL POWER STATION.
RAICHUR, KARNATAKA.**

**NAME OF WORK:**

**CIVIL, ARCHITECTURAL AND GRADING
WORK FOR STACKER RECLAIMER
AREA AND ALLIED STRUCTURES OF
CHP**

BG FORMAT

Volume-1 Section-3

that the guarantee herein contained shall continue to be enforceable till the owner discharges this guarantee.

The owner shall have the fullest liberty, without affecting in any way the liability of the bank under this guarantee, from time to time to extend the time for performance of the contract by the contractor. The owner shall have the fullest liberty without affecting the guarantee, to postpone from time to time the exercise of any powers vested in them or of any powers vested in them or of any right which they might have against the contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the contract between the owner and the contractor or any other course or remedy or security available to the owner. The bank shall not be released of its obligations under these presents by any exercise by the owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the owner or any other indulgence shown by the owner or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the bank.

The bank also agrees that the owner at its option shall be entitled to enforce this guarantee against the bank as a principal debtor, in the first instance without proceeding against the contractor and notwithstanding any security or other guarantee the owner may have in relation to the contractor's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to and it shall remain in force up to and including @ and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s on whose behalf this guarantee has been given. Dated this day of 200 at

WITNESS

(signature)

(signature)

(Name).....

(Name)

(Official address

(Designation
with stamp).....



ISG BANGALORE

PROJECT:

**2x800MW YERMARAS THERMAL POWER STATION.
RAICHUR, KARNATAKA.**



NAME OF WORK:

**CIVIL, ARCHITECTURAL AND GRADING
WORK FOR STACKER RECLAIMER
AREA AND ALLIED STRUCTURES OF
CHP**

BG FORMAT

Volume-1 Section-3

Attorney as per power
Of Attorney No.

Dated

NOTE :

1. Strike, whichever is not applicable.
2. In case of bank guarantee issued by foreign bank, the same shall be confirmed by any nationalized Bank in India.
3. The stamp papers of appropriate value shall be purchased in the name of guarantee issued Bank.
4. The bidder shall take adequate care for complying to the requirements associated with acceptance of BG by BHEL as per the format below.

@ The date will be sixty (60) days after the end of the defects liability period as specified in the contract.



ISG
BANGALORE

PROJECT:

**2x800MW YERMARAS THERMAL POWER STATION. RAICHUR,
KARNATAKA.**



NAME OF WORK:

Civil ,Structural and Grading works for
Stacker Cum Reclaimer area and
Allied Structures for CHP

DEVIATION FORMAT

Volume-1 Section-4

DEVIATION FORMAT

1.1 TECHNICAL

Following are the DEVIATIONS from Enquiry Specifications :

TECHNICAL SPECIFICATIONS				
Sl. No.	Page No.	Clause No.	Clause	Deviation

We confirm that all other clauses of Technical Specifications are fully acceptable.

SIGNATURE OF TENDERER WITH SEAL



ISG
BANGALORE

PROJECT:

**2x800MW YERMARAS THERMAL POWER STATION. RAICHUR,
KARNATAKA.**



NAME OF WORK:

Civil ,Structural and Grading works for
Stacker Cum Reclaimer area and
Allied Structures for CHP

DEVIATION FORMAT

Volume-1 Section-4

1.2 COMMERCIAL TERMS & CONDITIONS

Following are the DEVIATIONS from enquiry Terms & Conditions

COMMERCIAL TERMS & CONDITIONS

Sl. No.	Page No.	Clause No.	Clause	Deviation

We confirm that all other clauses of Commercial terms & conditions are fully acceptable.

SIGNATURE OF TENDERER WITH SEAL



ISG BANGALORE

PROJECT:

**2x800MW YERMARAS THERMAL POWER STATION.
RAICHUR, KARNATAKA.**

**NAME OF WORK:**

**Civil ,Structural and Grading
works for Stacker Cum
Reclaimer area and Allied
Structures for CHP**

INTEGRITY PACT

Volume-1 Section-5

INTEGRITY PACT**Between**

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at “BHEL House”, Siri Fort, New Delhi – 110049 (India) hereinafter referred to as “The Principal”, which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

_____, (description of the party along with address), hereinafter referred to as “The Bidder/ Contractor” which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for **Civil ,Structural and Grading works for Stacker Cum Reclaimer area and Allied Structures for CHP of 2X800MW Yeramarus TPS, Raichur Power Corporation Limited (RPCL).**

The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal has appointed Shri. Kanwarjit Singh, IRS (Rtd.) as Independent External Monitor, who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.



ISG BANGALORE

PROJECT:

**2x800MW YERMARAS THERMAL POWER STATION.
RAICHUR, KARNATAKA.**

**NAME OF WORK:**

**Civil ,Structural and Grading
works for Stack Cum
Reclaimer area and Allied
Structures for CHP**

INTEGRITY PACT

Volume-1 Section-5

Section 1 – Commitments of the Principal

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/ Contractor(s)

2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.



ISG BANGALORE

PROJECT:**2x800MW YERMARAS THERMAL POWER STATION.****RAICHUR, KARNATAKA.****NAME OF WORK:****Civil ,Structural and Grading
works for Stacker Cum
Reclaimer area and Allied
Structures for CHP****INTEGRITY PACT**

Volume-1 Section-5

2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.1.4 The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidders(s)/ Contractor(s) from the tender process or take action as per the separate “Guidelines for Suspension of Business Dealings with Suppliers/ Contractors” framed by the Principal.

Section 4 – Compensation for Damages

4.1 If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

Section 5 – Previous Transgression

5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.



ISG BANGALORE

PROJECT:

**2x800MW YERMARAS THERMAL POWER STATION.
RAICHUR, KARNATAKA.**

**NAME OF WORK:**

**Civil ,Structural and Grading
works for Stacker Cum
Reclaimer area and Allied
Structures for CHP**

INTEGRITY PACT

Volume-1 Section-5

Section 6 – Equal treatment of all Bidders/ Contractors/ Sub-contractors

6.1 The Bidder(s)/ Contractor(s) undertake(s) to demand from his sub-contractors a commitment consistent with this Integrity Pact. This commitment shall be taken only from those sub-contractors whose contract value is more than 20% of Bidder's/ Contractor's contract value with the Principal.

6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

6.3 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 7 – Criminal Charges against violating Bidders/ Contractors /Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 –Independent External Monitor(s)

8.1 The Principal appointed Shri. Kanwarjit Singh, IRS (Rtd.) as competent and credible Independent External Monitor (IEM) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement. The address of the IEM is as follows:

Shri Kanwarjit Singh, IRS (Rtd.)
D-6/12, Ground Floor,
Vasant Vihar,
New Delhi - 110 057
Email: kanwarfeb@gmail.com

8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.

8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and



ISG BANGALORE

PROJECT:

**2x800MW YERMARAS THERMAL POWER STATION.
RAICHUR, KARNATAKA.**

**NAME OF WORK:**

**Civil ,Structural and Grading
works for Stacker Cum
Reclaimer area and Allied
Structures for CHP**

INTEGRITY PACT

Volume-1 Section-5

demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality.

8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

8.6 The Monitor will submit a written report to the CMD, BHEL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

8.7 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.

8.8 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.9 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.

8.10 The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

9.1 This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.

9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the CMD, BHEL.



ISG BANGALORE

PROJECT:

**2x800MW YERMARAS THERMAL POWER STATION.
RAICHUR, KARNATAKA.**

**NAME OF WORK:**

**Civil ,Structural and Grading
works for Stacker Cum
Reclaimer area and Allied
Structures for CHP**

INTEGRITY PACT

Volume-1 Section-5

Section 10 – Other Provisions

10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those bidders/ contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the Principal

(Office Seal)

For & On behalf of the Bidder / Contractor

(Office Seal)

Place-----

Date-----

Witness: _____

(Name & Address) _____

Witness: _____

(Name & Address) _____



ISG BANGALORE

PROJECT:**2x800MW YERMARAS THERMAL POWER STATION.****RAICHUR, KARNATAKA.****NAME OF WORK:**CIVIL, ARCHITECTURAL AND GRADING WORK
FOR STACKER RECLAIMER AREA**Special Instructions to
Bidders****Volume-1 Section-6****SPECIAL INSTRUCTIONS TO BIDDERS**

1. Offer should conform to our Technical Specification, Commercial Terms & Conditions (CTC). Any deviation on Technical specification & Commercial Terms & Conditions shall be explicitly highlighted in the Deviation Format enclosed. In case of "No Deviation", the Bidder should write "No Deviation" in the Deviation Format and submit the same with the Tender.
2. Acceptance/Remarks Column of BHEL CTC should be filled against all CTC Clauses duly Signed, Stamped and submitted with Techno-Commercial Bid.
3. Un-priced price bid format to be filled and submitted indicating "Quoted" against the respective item/column duly signed and stamped.
4. 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.
5. The Tender shall be submitted in Two parts as follows, in separate sealed envelopes super- scribed with Tender Reference and Due date.

PART-1 : Technical documents , Commercial Terms & conditions, Un-priced price bid format , EMD etc.

EMD in the form of DD shall be submitted. No other mode of payment towards EMD is acceptable. EMD to be submitted in a separate sealed envelope super-scribed as "EMD".

PART-2 : Price Bid

6. The above Two sealed envelopes should be put in another cover. This outer cover should be super-scribed with the Tender Reference Due Date etc. and should reach us latest by 2-00 PM on or before the due date.
7. The Rates quoted should be valid for 90 days from the date of opening of Techno-Commercial Bid .
8. Tender shall be deposited in the BHEL-ISG Tender box located at the Reception of BHEL, Malleswaram complex and tender opening will be done at the Reception at ISG entrance at 3.00 pm.
9. BHEL reserves the right not to accept the Lowest Offer.



ISG BANGALORE

PROJECT:

**2x800MW YERMARAS THERMAL POWER STATION.
RAICHUR, KARNATAKA.**



NAME OF WORK:

CIVIL, ARCHITECTURAL AND GRADING WORK
FOR STACKER RECLAIMER AREA

**Special Instructions to
Bidders**

Volume-1 Section-6

10. Acceptance of offer shall be subject to Approval of vendors by Customer.
11. Vendor shall quote best prices in the first instance. After Technical and Commercial acceptance of the offer, the Price Bid of Technically and Commercially accepted offers will be opened.
12. Offers not complied with NIT requirement of this Tender shall be liable for rejection.
13. All the pages of Tender documents shall be duly signed, stamped and submitted along with offer as a token of Acceptance.