

(1) NOTICE INVITING TENDER

Ref: 88/13/6054/MVG

Date: 10.02.2014

Subject: Tender for Unloading and Stores Management at Suratgarh (2 X 660 MW) Super Critical TPS.

Tender Ref : 88/13/6054/MVG dtd. 10.02.2014

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

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Senior Deputy General Manager
Material Management (BG-1A)

(2) NOTICE INVITING TENDER (NIT) & DUE DATE

1.	Tender inviting officer / Authority, Designation and Address & contact no.	Sr. Deputy General Manager /MM / BG 1 A BHEL-ISG, Prof.CNR Rao Circle, IISc Post, Malleswaram, Bangalore- 560012. Contact No. -(080)22184090, E-Mail : mvg@bhelisg.com
2.	Work Description	Unloading and Stores Management at Suratgarh (2 X 660 MW) Super Critical TPS
3.	Tender Reference no.	
4.	Commencement of work	Within 07(seven) days from the date of LOI / Work Order.
5.	Due date, Time and place for submission of tender.	Due date of submission on 03-03-2014 up to 02.00PM at BHEL-ISG tender box placed at the Reception room near main gate of ISG & EPD complex. BHEL-ISG, Prof CNR Rao Circle, IISc Post, Malleswaram, Bangalore- 560 012
6.	Place, Date and Time of Technical Bid opening.	BHEL-ISG office. Techno-commercial bids will be opened at 03.00 PM on due date i.e. on 03-03-2014 in the presence of the bidders who choose to be present. Price bids of technically & commercially accepted bidders will be opened subsequently and the date for the same shall be intimated to the bidders separately.
7.	Mode of Submission of tender	<p>The Tender shall be submitted duly stamped & signed in two parts as below in separate sealed envelopes super-scribed as below with tender reference and due date.</p> <p>Part-1 Techno Commercial Bid: Shall contain- (i) EMD (ii) Accepted Technical Specifications & scope of work (iii) Accepted Commercial Terms & Conditions (iv) Documentary evidence relating to pre-qualification criteria (v) Deviation format dully filled-in (vi) Un-priced price bid (vii) Accepted GCC (viii) Accepted SCC (ix) Accepted Special Instructions to bidders (x) Accepted Consolidated Site Safety Plan (xi) Contractor's Registration / Evaluation formats dully filled-in along with supporting documents etc.</p> <p>Part-2 Price Bid: Shall contain the price bid with price.</p> <p>Part-3 EMD: shall contain EMD</p> <p>The above three sealed envelopes should be put in another sealed cover. This outer cover should be super-scribed with the tender reference no., due date etc. and should reach us latest by 2.00 PM on due date.</p>

(3) PRE-QUALIFICATION CRITERIA

The bid is open for participation for those bidders who satisfy the following Pre-qualification criteria (Documentary proof must be produced along with the bid/offer for all criteria mentioned below)

1. TECHNICAL:

The Bidders should have executed similar works of i.e. receipt, unloading of steel materials, stacking and verification etc, for any type of industrial project during last seven(7) years as on the date one month prior to bid opening

a) Three similar works involving receipt, unloading of steel materials, stacking and verification etc, for value of each work not less than Rs. 29 Lakhs.

OR

b) Two similar works involving receipt, unloading of steel materials, stacking and verification etc, for value of each work not less than Rs. 36.5 Lakhs.

OR

c) One similar works involving receipt, unloading of steel materials, stacking and verification etc, for value of each work not less than Rs. 58 Lakhs.

2. FINANCIAL:

(i) **TURNOVER:**

Bidders must have achieved an average annual financial turnover (audited) of Rs 22 Lakhs or more over the last three financial years i.e. 2010-11, 2011-12 and 2012-13.

(ii) **NETWORTH:**

Net worth of the bidder based on the latest audited accounts as furnished for 2. (i) above should be positive.

(iii) **PROFIT:**

Bidders must have earned profit in any one of the three financial years in the last three years defined in 2. (i) above.

(4) TECHNICAL SPECIFICATIONS & SCOPE OF WORK

<u>Customer</u>	:	M/s Rajasthan Rajya Vidyut Utpadan Nigam Limited
<u>Project</u>	:	Coal Handling Plant And Ash Handling Plant for 2 x 660 MW Super Critical TPS, Stage-V, Unit -7 & 8 at Suratgarh, Rajasthan
<u>Work</u>	:	Unloading & Storing Of Project Materials At Site
<u>Site Location</u>	:	Prabat Nagar, Suratgarh, Sri Ganganagar Dist., Rajasthan
<u>Nearest Railway Station</u>	:	Suratgarh

Contents of This Document

Sl No	Description		Sheet no
1.	COVER SHEET	:	
2.	SECTION – I	:	GENERAL SITE INFORMATION
3.	SECTION – II	:	SCOPE OF WORK
4.	SECTION – III	:	TECHICAL SPECIFICATIONS
5.	SECTION - IV	:	LIST OF MACHINERY, TOOLS AND TACKLES TO BE DEPLOYED BY THE BIDDER TO CARRY OUT THE WORK

SECTION-I

SCOPE OF WORK

Unloading from Trucks, Trailers and carriers, all types of Reinforcement and Structural Steel at SSCTPS Stage-V steel yard, including unloading from Railway wagons and transporting from railway siding to SSCTPS Stage-V steel yard, stacking and storing of unloaded materials on sleepers wherever required (Sleepers wherever required shall be supplied by the bidder), verifying the materials as per despatch documents including stores management as detailed below.

Bidder shall deploy minimum two numbers of storekeepers for helping BHEL stores in-charge in stores management activities such as preparing of Material Receipt Certificate (MRC), maintenance of the store records like Day Book Register, Stock Register, Issue Register, Issue pass issuing the materials to BHEL -ISG's various erection agencies, retrieving & shifting/relocation of the stored materials to any other location inside the plant all complete including necessary coordination as required for arranging gate pass/ permission for the entry/ exit/ overstay/ night halt of trucks, trailers, carriers, vans, etc along with drivers, cleaners, helpers etc inside the project premises.

All required tools and tackles including slings, shackles, crane, trailer, trucks, water tankers etc. are to be arranged by the bidder. The quoted price shall cover all the above.

I. Bill of Quantities

Sl. No.	Description	Unit	Quantity
1	Unloading from Trucks, Trailers, Carriers of all types of Structural Steel/ Reinforcement Steel at SSCTPS Stage-V steel yard, verification, preparation of MRC and stacking the same in assigned locations on Sleepers wherever required (Sleepers wherever required shall be supplied by the bidder), consignment verification, storage activities, stores management and other associated activities. Charges shall be inclusive of watering of approaches for ease of vehicular movement, unloading & stores management, necessary tools, tackles & plants including suitable cranes, water tanker for spreading water regularly over the approaches, manpower, riggers, khalasi etc.,	MT	15000
2	Unloading of Structural Steel/ Reinforcement Steel from railway wagons and directly reloading on trailers at Project railway siding of Suratgarh site and transporting to SSCTPS Stage-V steel yard. Arrangement of required cranes, tools & plants, adequate no. of trailers and required manpower shall be in the scope of bidder. Materials from the entire railway wagon shall be unloaded and transported within 6 hrs from the time of intimation about arrival of railway wagons. Project Railway siding is 15 km (approx) from SSCTPS Stage V Steel Yard. Unloading at SSCTPS Stage-V Steel Yard will be paid separately in Item No:1 above. Demurrages, if any, due to the delay in clearing of railway wagon & siding shall be to the account of the vendor and shall be recovered from the RA bills of Vendor	MT	3500
3	Deployment of unarmed security for keeping round the clock ward and watch at stores (1 guard x 3 shifts per day for 3 Months)	Man-month	9
Grand Total for arriving at L1 status =			

II. Time Period:-

01	Time Period of the Contract	03 Months from the date of the Work Order	Period mentioned is tentative and likely to extend / short close.
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SECTION -II

TECHNICAL SPECIFICATIONS

1. Coordinating with BHEL, transporters regarding arrival of materials dispatched for the Project. Bidder shall arrange for required crane or other material handling equipment & manpower for unloading Structural and Reinforcement Steel from trailer / truck. The bidder shall pay all the hire charges directly to the hiring agency whenever any material handling equipment/services is hired.
2. The material shall be received as and when it arrives to site Steel Yard and stored properly. Supply of sleepers wherever required, is in the bidder's scope. Stacking the materials and keeping them in an orderly way. Materials stacked should be kept in such a way that easy accessibility should be there for issue of materials and drawing out from the open yard. All the entries should be made in the daybook format issued by BHEL in the Day Book Register as well as in the computer.
3. It would be responsibility of the bidder to keep in contact with BHEL-ISG's authority/ transporter on daily basis to find out the arrival of the consignment. The lorry waybill/ truck way bill / railway receipt for the consignment would be handed over to the bidder immediately on receipt.
4. Bidder shall arrange the weighment of each trailer/truck consignment at the nearest weigh bridge before and after unloading at his own cost. The weigh bridge slip shall be produced along with the RA bill.
5. Consignment coming on Sundays and Holiday are also required to be handled by the contractor on the same day. Since the offices and godowns will probably remain closed on these days, it will be the responsibility of the contractor to contact the Site Engineer / his authorized representative at BHEL-ISG and obtain instruction.
6. Since the consignments are expected to arrive during any time of the day or night, bidders shall have his workmen round-the-clock at site as well as other places as required to unload the material. Bidder's quoted rates shall include all such contingencies.
7. Trucks / trailers / cranes and other equipments used for unloading/storing of materials at the storage yard should have valid road permits/statutory documents for their operation, unloading and stacking handling at storage yard for verification shall be the responsibility of the bidder under this contract.
8. Bidder to store the materials in safe and secured way. If any pilferage / theft happen, bidder has to report to police and BHEL. Lodging FIR on behalf of BHEL and arrange inspection by concerned officials.
9. Storekeeper cum Supervisor should have the basic knowledge for keeping the records up to date. Reports about the receipt of materials/equipments as demanded by BHEL should be submitted. The proper records should be maintained as per the approved formats. The payment will be made on the tonnage basis for the materials received, stored and handled after duly certified by the BHEL's Stores In-charge and Resident Manager.
10. List of stores records to be maintained:-

- (i) Day Book Register
- (ii) Stock Register
- (iii) Issue Register

11. Bidder should take all necessary care to make safe unloading / stacking of materials without damaging it or injury to the working persons and surrounding property.
12. Worker/Rigger engaged by the bidder shall be skilled and they shall have the desired experience and knowledge for such material handling. All the local/state/central rules/regulations for engagement of such workers are binding on bidder.
13. While working near/ under live power line, the bidder shall take all required care for safe working. If power shut down is essential, proper procedure to be adopted / followed to obtain shut down by Proper authorities in writing and shall ensure such shut down before working. After completion of work, authority to be informed for restoration of power in writing through BHEL.
14. All local safety rules and regulations for carry out work inside / outside plant is to be adhered strictly and binding on the bidder.
15. All necessary required tools and tackles including slings, shackles, crane, trailer, trucks etc. are to be arranged by the bidder.
16. All the lifting tools and tackles shall be tested and should have valid certificate for prescribed load. At no circumstance under-sized slings, shall be used. Damaged tools shall not be used.
17. Bidder shall maintain up to date proper record of the job carried in prescribed format as desired by BHEL engineer at Suratgarh site.
18. Materials entry to project site shall be with Suratgarh gate passes only. The bidder has to arrange and renew the gate passes for their staff, vehicles and mobile equipment. Any relevant details/information of worker to obtain such pass to be furnished in advance to BHEL before expiry of gate pass, request to be made for revalidation well in advance.
19. At no circumstances the material received through truck/ trailer shall wait and kept pending for unloading. Soon after the receipt of material/arrival of consignment all the necessary arrangement including necessary tools and tackles, manpower, crane, if any to be made ready for unloading. If for any reason the material is not unloaded within the reasonable/ specified time which is on account of bidder's coordination delay etc. any demurrage required to be paid to the transporter shall be recovered from the bidder's bills by BHEL.
20. Unloading during night if essential to be made with enough illumination in the surrounding area.
21. Labour insurance and EPF for the workers engaged should be arranged by the bidder. The bidder shall be covered as applicable as per Central and State Government Labour Laws during the execution.
22. Bidder shall maintain proper attendance register of manpower employed by the bidder as instructed by BHEL. Bidder shall monitor their deployment and other duties from time to time.

23. Material taking out of BHEL store / yard should have proper gate pass duly signed and stamped by BHEL's Stores In-charge and Resident Manager. Bidder should ensure the full control of material moving out of BHEL store/ yard with such authentic document only.
24. All expenses incurred towards liaising for obtaining necessary IN / OUT gate passes for the materials and the persons engaged by the bidder for the above job shall be borne by the bidder.
25. Any breakdown of cranes, trucks, trailers and any other handling/lifting equipment, T&P etc used by the bidder must be set right immediately. Bidder shall not attribute such breakdown for delay in unloading and transporting /shifting material, stacking etc.
26. Weight indicated in shipping list / Lorry Receipt is final for the purpose of progressive payment of weight. In case of weight not indicated in the shipping list, then, weigh bridge slip shall be taken as final.
27. Payment of demurrages/ wharfages that result due to bidder's fault would be the responsibility of the bidder and shall be payable by the bidder directly to the respective agency. Any demurrage charged by transporter shall be paid and settled by the bidder directly to the respective agency. In cases where there is a delay beyond reasonable period in settling the demurrage by the bidder, BHEL reserves the right to settle the same and the actual cost incurred along with the departmental charges @15% will be recovered from the bidder's bills.
28. BHEL-ISG reserves the right to recover from the bidder any loss which arises out of undue delay /discrepancy, shortage /damage or any other causes during unloading/stacking /~~shifting~~ or any time in the custody of bidder.
29. The bidder is strictly prohibited from using BHEL's Steel materials for any temporary work. The bidder shall arrange himself all such materials. In case of such misuse of BHEL's materials, a sum as determined by BHEL engineer will be recovered from bidder's bills. Decision of Resident Manager/ BHEL-ISG/ Suratgarh site shall be final & binding in this regard.
30. If the bidder or his workmen or employees shall break, deface, injure or destroy any part of a building, road, kerbs .enclosures, water pipes, fencing, cables, drains, electric or telephone posts or wires, trees the bidder shall make good the same at his own expense or in case of default, the site engineer may make good of the same by the other agency or any other means and deduct the expenses from any sums that may be then or at any time thereafter become due to the bidder or from his security deposit or any money due to him. Decision of BHEL-ISG engineer shall be final & binding in this regard.

SECTION – III

Minimum requirements of Tools and Plants

Note: The following list is not exhaustive but indicative only. Any other tools, plants, machinery, equipment, manpower etc required to complete the work must be arranged by the bidder at his own cost and must be made available at site.

Sl. No.	Description	Qty
1.	12 Ton Mobile crane	2 No.
2.	Lifting Slings, wire rope, nylon rope, Hooks, Clamps, D-Shackles of various sizes.	1 lot each (As per actual requirement)
3.	Water Tankers with Tractor	2 Nos

SECTION – IV

Minimum requirements of Manpower

Sl. No.	Description	Qty
1.	Store Keeper cum stores supervisor	2 No.
2.	Labour force	As required

(5) Commercial Terms and Conditions (CTC)

Note:

- (1) Bidder to fill all the clauses in the "Remarks" column failing which offer will be considered incomplete.
- (2) Authorized signatory of the bidder has to put his signature & official seal at the bottom of each page.

NAME OF THE BIDDER	:	
ENQUIRY NO. & DATE	:	
PROJECT / CUSTOMER	:	
NAME OF THE WORK	:	

SI No	Clause	BHEL's Requirement	Remarks/ Acceptance
1	Type of bid	<p>TWO PART BID SYSTEM. Bidder has to send his offer in two separate sealed envelopes with proper marking on the cover as "Techno-commercial bid" and "Price Bid".</p> <p>1) Techno-Commercial Bid :- shall contain</p> <ul style="list-style-type: none"> (i) Earnest Money Deposit (EMD). (ii) Unpriced bid without price but mentioning as "quoted" for all items. (iii) Documentary evidence relating to pre-qualification criteria. (iv) Acceptance of (signature with co's seal) technical specifications & scope of work, consolidated site safety plan and general conditions of contract(GCC) and special conditions of contract(SCC), special instructions to bidders in each page. (v) Acceptance of commercial terms and conditions in each page. (vi) Deviation format duly filled-in. (vii) Contractor's Registration/evaluation Formats duly filled-in with supporting documents. <p>2) Price bid :- shall contain Price bid with prices & tax for all items. Mention the total price in both figures and words.</p> <p>3) EMD: shall contain EMD These three separate sealed envelopes to be put in a common envelope super scribing enquiry number & date, name of the work etc. Send this envelope to the officer inviting the tender at the BHEL-ISG office address.</p>	

2	Price Basis	Firm till completion of contract (inclusive of all taxes and duties as applicable except Service Tax). Service Tax is payable extra at actual as per government norms. However, the bidder has to clearly furnish Service Tax percentage (%) as applicable along with amount separately in the price bid.	
3	Quantity variation	Quantities given by BHEL the quantities given are tentative are likely to change by $\pm 25\%$ during execution.	
4	Validity period of quoted price	Rates quoted shall be valid upto 90 days from the date of techno-commercial bid opening.	
5.	Service Tax on services	Statutory variations in the taxes shall be to BHEL's account. TDS shall be made for IT as per the act.	
6.	Earnest Money Deposit	<p>An amount of Rs 1.50 lakhs (Rupees One Lakh Fifty Thousand Only) as EMD shall be deposited in DD (as admissible under Income Tax Act), Pay-Order or bank draft (in favor of BHEL payable at Bangalore) in a separate cover enclosed in the techno-commercial bid. 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 'EMD'.</p> <p>The 'EMD' by the bidder will be forfeited if:</p> <ul style="list-style-type: none"> - After opening the tender, the bidder revokes his tender within the validity period or increases his earlier quoted rates. - The bidder does not commence work within a period of 10 days after the award of the contract. <p>EMD shall not carry any interest. One time EMD will be Rs 2.00 lakhs (Rupees Two Lakhs Only), if the bidder opts so that the same will be considered for his future bids. For further details regarding EMD, please refer to GCC chapter-III</p>	
7.	Security Deposit	<p>7.1) Security deposit shall be collected from the successful bidder. The rate of security deposit will be as below:- For works</p> <ul style="list-style-type: none"> - Upto Rs. 10 lakhs: 10% - Above Rs.10 lakhs and upto 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>The security deposit shall be collected before start of the work by the bidder</p> <p>7.2) Security deposit may be furnished in any one of the following forms</p> <ol style="list-style-type: none"> i.) Cash (as permissible under the income tax act). ii.) Pay order, demand draft in favour of BHEL. iii.) Local cheques of scheduled banks, subject to realization. iv.) Securities available from post officers such as national savings certificates, kisan vikas patras etc. (Certificates should be held in the name of 	

		<p>v.) bidder furnishing the security and dully pledged in favour of BHEL and discharged on the back. 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>vi.) Fixed deposit receipt issued by scheduled banks / public financial as defined in the companies act. The FDR should be in the name of the bidder, A/c BHEL, duly discharged on the back.</p> <p>vii.) Security deposit can also 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 be recovered from the running bills.</p> <p>viii.) EMD of the successful bidder 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> <p>7.3) Security deposit shall be refunded to the bidder after successful completion of contract period subject to reconciliation/returning of balance material to BHEL/customer store. For further details regarding SD, Please refer to GCC Chapter-III</p>	
8.	Contract Completion Period	Commencement of work within 07 (Seven Days) form date of LOI / Work Order and completion progressively after 03 months from the date of LOI / Work Order. Period mentioned is tentative and likely to extend / short close.	
9.	Liquidated Damages for Delays and Demurrage	Any demurrage charged by road transporter shall be paid and settled by the bidder directly to the respective agency on back-to-back basis.	
10.	Type of Contract	Unit Rate Contract	
11.	Over Run Charges	Overrun charges are NOT applicable for this enquiry.	
12.	Price Variation / Escalation	Price variation / Escalation is NOT applicable for this enquiry.	
13.	Risk Purchase	In case of default / delay in assigned work completion, BHEL reserves the right to make alternate arrangement at Contractor's risk and cost to get the work completed	

		through other agencies. The actual cost incurred along with the departmental charges @15% will be recovered from the bidder.	
14.	Terms of Payment	Any payment shall be made to the bidder based on the actual quantity of work executed, measured and entered in the measurement book as per agreed billing schedule. Payable amount subject to statutory deductions. Break-up payment terms is as under :-	
		Sl. No.	% Break Up
		1. For unloading (Sl.no. 1 of price format	Progress Payment - 90% of RA Bill value shall be released after unloading, verification, storing and keeping the materials under bidder's custody. Balance Payment - 10% of the RA Bills Value after end of the contract and reconciliation/returning of balance material to BHEL/customer store.
		2. For Man Power (Sl. No.2 of price format	100% against site certified bills
13.	Payment Mode	All the payment shall be made through electronic transfer only (EFT) from BHEL-ISG's HQ-Bangalore	
14.	Labour license	In the scope of bidder. Bidders shall obtain labour license in their name. Bidder shall have valid license to work in the State of Rajasthan. The bidder has to obtain the labour license and produce the same to the site-in-charge before start of the work.	
15.	Labour laws	Bidder should follow all the labour laws as applicable at the place of work / Rajasthan state including payment of minimum wages fixed by Government of Rajasthan.	
16.	Workmen Insurance	By the bidder for his workers, tools & tackles workmen compensation insurance. Bidder shall also take third party insurance liability @ Rs. 2 Lakhs per occurrence and maximum of Rs.10 Lakhs.	
17.	All equipments necessary for the material handling and stores management required for the completion of work.	By the bidder.	
18.	Obtaining statutory authorities' clearance for equipments, manpower & jobs	By the bidder.	
19.	Visits to Suratgarh/ BHEL- ISG Bangalore	Visits as required to BHEL-ISG Bangalore / M/s RRVUNL office at Suratgarh/ Jaipur and site and any other place for meetings / discussions / clarifications / specification shall be included by the bidder in their offer. All expenditure on account of the same shall be borne by	

		the bidder.	
20.	Arbitration	Subject to Bangalore Jurisdiction only based on Indian Arbitration Act 1996.	
21.	Departmental Charges	Any material or Service to be issued / rendered by BHEL (unless specially stipulated to be free of cost / cost recoverable basis) to the bidder, 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 the bidders account.	
	EVALUATION CRITERIA	The "L1" bidder shall be evaluated based upon "Total cost to BHEL" inclusive of all taxes & duties except service tax.	
	AMBIGUITY CLAUSE	If any arithmetical error / discrepancy are observed in price bid in "individual item-wise total", "Qty" or "grand total" then, actual computed figures based on unit rate quoted shall be considered for further evaluation. Where there is a discrepancy between amount stated in figures and amount stated in words, the amount stated in words shall prevail.	
22.	Other Terms	As per the Tender documents enclosed.	
23.	Office / Residential accommodation, Local transport for bidder's staff.	Shall be arranged by the bidder. No separate payment shall be made by BHEL for the same.	
24.	BHEL's right to split the order.	BHEL reserves the right to split the tender quantity and item wise while ordering.	
25.	Approval from Statutory Authorities	By bidder all fees and expenditure towards the same should be borne by bidder. BHEL will not reimburse fees and related expenditure.	
26.	Tools and tackles, Calibrated testing instruments. Material handling equipment.	By the bidder	
27.	Coordination with local Police authorities to lodge FIR and Insurance agencies for any theft or loss of materials	By the bidder	
28.	Bills Submission	All the bills in the monthly RAB format once in a month enclosing following documents to be submitted to Resident Manager / Engineer at our Site office. (i) The gross weight unloaded / handles as per LR (ii) Truck / Trailer number, number of boxes/Cartons/bundles in each Truck/Trailer. (iii) Shortage / damage reports. (iv) P.F. payment challan / ESI challan. (v) Workmen insurance policy.	

		The monthly RAB shall be verified and certified by the Resident manager and forwarded to BHEL-ISG HQ for further processing.	
29.	BHEL's Right to cancel the awarded contract	BHEL shall hold the decision to cancel the awarded contract at any point of time without assigning any reason and no claim from the bidder shall be entertained. BHEL reserves the right to 'ACCEPT or REJECT' the offer without assigning any reason.	
30.	Miscellaneous	<p>A) Offers received after the due date for submission of quotation will not be accepted.</p> <p>B) Bidders to accept all our commercial terms and conditions and enquiry specifications without any deviations. Offers with deviations are liable to be rejected.</p> <p>C) Price bids of technically accepted bidders will be opened in the presence of bidders who choose to be present and date of price bid opening will be intimated to the bidders. Authorization letter is must to attend techno-commercial and price bid opening of the tender.</p> <p>D) Final accepted unit rates shall be valid for the entire duration of the contract including extensions granted, if any, thereof.</p> <p>E) Monthly progress report, action plan for completion of balance work, material reconciliation statement and constraints if any to complete the work should be prepared and submitted.</p>	

I. 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 the 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 matter in dispute of difference. The award of arbitrator shall be final and binding on the parties to this contract.

In the event of Arbitrator dyeing, 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.

II. 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 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 are 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 format to be submitted with the Techno - commercial bid only (Part-1) . In the un-priced price bid format all columns against each item shall be filled as "quoted" and no prices to be entered on the same.
5. DD for EMD amount to be submitted in separate envelope super scribing as EMD.

Signature and Date :

Name and Designation :

Company Seal / Name :

(6) SPECIAL INSTRUCTIONS TO BIDDERS

1. Offer should conform to our Technical Specifications, Commercial Terms & Conditions (CTC), GCC, SCC & Consolidated Site Safety plan. Any deviation on Technical specification and 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 (both in Technical and Commercial Terms & Conditions) and submit the same with Techno-Commercial Bid (Part-1).
2. Acceptance/Remarks Column of BHEL CTC should be filled against all CTC Clauses, duly Signed, Stamped and submitted with Techno-Commercial Bid (Part-1). The filled in BHEL CTC format submitted with technical bid responding to all the clauses duly signed with seal only shall be considered. Any other Commercial terms & conditions (CTC) of bidders entered elsewhere in their offer shall not be considered and are liable for rejection.
3. Un-priced price bid format to be filled and submitted along with techno-commercial bid (part-1) indicating "Quoted" against the respective item/column duly signed and stamped. 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 finalization of the order.
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: Super scribed as "Techno-Commercial Bid" this envelope as shall contain :-(i) EMD (ii) Accepted Technical specifications & scope of work (iii) Accepted Commercial Terms & Conditions (iv) Documentary evidence relating to pre-qualification criteria (v) Deviation Format duly filled-in (vi) Un-priced price bid format(without price) (vii) Accepted GCC (viii) Accepted SCC,(ix) Accepted Special Instructions to the bidders (x) Accepted Consolidated Site Safety Plan (xi) Contractor's Registration/evaluation Formats duly filled-in along with supporting documents etc.

PART-2: Superscribed as "Price Bid" this envelope as shall contain Price Bid with prices.

PART-3: super scribed as "EMD" and shall contain EMD

The above three sealed envelopes should be put in another cover. This outer cover should be super-scribed with the Enquiry Reference, Due Date etc. and should reach us latest by 2-00 PM on the due date.

6. BHEL reserves the right to extend the due date for submission of tender without assigning any reasons.

7. Offers not complied with the enquiry requirement shall be liable for rejection.
8. All the pages of the Enquiry/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 .
10. 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 of ISG entrance at 3.00 pm on due date in the presence of bidders who wish to be present.
11. Contractor's registration/evaluation formats are enclosed. Bidder has to duly fill-in and submit along with supporting documents. Registration forms(editable formats) may also be downloaded from BHEL website www.bhel.com.
12. Late tenders shall not be accepted.
13. Price bids of technically and commercially qualified bidders only shall be opened for evaluation and finalisation of tender. Due date for opening of the price bids shall be intimated separately.

(7) 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 BIDDER WITH SEAL

(7) DEVIATION FORMAT

1.2 COMMERCIAL TERMS & CONDITIONS :

Following are the Deviations from Enquiry specifications:

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 BIDDER WITH SEAL

(8) UNPRICE BID FORMAT

NOTE: 1) Do not mention the price in this format. Please write "Quoted" against each item in the remarks column. (2) Bidders have to Enclose this Un-Priced bid along with the "Techno-Commercial Bid" in a separate sealed envelope mentioning as 'UN PRICED BID' on the top of the cover.

2) Bidders have to quote for all the items. No Deviations shall be accepted. Offers with deviation or incomplete offers shall be rejected.

Sl. No.	Description	Unit	Quantity	Rate	Amount
1	Unloading from Trucks, Trailers, Carriers of all types of Structural Steel/ Reinforcement Steel at SSCTPS Stage-V steel yard, verification, preparation of MRC and stacking the same in assigned locations on Sleepers wherever required (Sleepers wherever required shall be supplied by the bidder), consignment verification, storage activities, stores management and other associated activities. Charges shall be inclusive of watering of approaches for ease of vehicular movement, unloading & stores management, necessary tools, tackles & plants including suitable cranes, water tanker for spreading water regularly over the approaches, manpower, riggers, khalasi etc.,	MT	15000		
2	Unloading of Structural Steel/ Reinforcement Steel from railway wagons and directly reloading on trailers at Project railway siding of Suratgarh site and transporting to SSCTPS Stage-V steel yard. Arrangement of required cranes, tools & plants, adequate no. of trailers and required manpower shall be in the scope of bidder. Materials from the entire railway wagon shall be unloaded and transported within 6 hrs from the time of intimation about arrival of railway wagons. Project Railway siding is 15 km (approx) from SSCTPS Stage V Steel Yard. Unloading at SSCTPS Stage-V Steel Yard will be paid separately in Item No:1 above. Demurrages, if any, due to the delay in clearing of railway wagon & siding shall be to the account of the vendor and shall be recovered from the RA bills of Vendor	MT	3500		
3	Deployment of unarmed security for keeping round the clock ward and watch at stores (1 guard x 3 shifts per day for 3 Months)	Man-month	9		
	Grand Total for arriving at L1 status =				

(Total in Words)

Service Tax at Prevailing rates (%) payable extra at actual.

Signature of the Bidder with seal

(9) PRICE BID FORMAT

NOTE : Bidders have to submit their price bid in the following format only in a SEPARATE SEALED COVER, super scribing the envelope as 'PRICE BID' on the top of the cover. Bidders have to quote for all the items. No Deviations shall be accepted. Offers with deviation or incomplete offers shall be rejected.

Sl. No.	Description	Unit	Quantity	Rate	Amount
1	Unloading from Trucks, Trailers, Carriers of all types of Structural Steel/ Reinforcement Steel at SSCTPS Stage-V steel yard, verification, preparation of MRC and stacking the same in assigned locations on Sleepers wherever required (Sleepers wherever required shall be supplied by the bidder), consignment verification, storage activities, stores management and other associated activities. Charges shall be inclusive of watering of approaches for ease of vehicular movement, unloading & stores management, necessary tools, tackles & plants including suitable cranes, water tanker for spreading water regularly over the approaches, manpower, riggers, khalasi etc.,	MT	15000		
2	Unloading of Structural Steel/ Reinforcement Steel from railway wagons and directly reloading on trailers at Project railway siding of Suratgarh site and transporting to SSCTPS Stage-V steel yard. Arrangement of required cranes, tools & plants, adequate no. of trailers and required manpower shall be in the scope of bidder. Materials from the entire railway wagon shall be unloaded and transported within 6 hrs from the time of intimation about arrival of railway wagons. Project Railway siding is 15 km (approx) from SSCTPS Stage V Steel Yard. Unloading at SSCTPS Stage-V Steel Yard will be paid separately in Item No:1 above. Demurrages, if any, due to the delay in clearing of railway wagon & siding shall be to the account of the vendor and shall be recovered from the RA bills of Vendor	MT	3500		
3	Deployment of unarmed security for keeping round the clock ward and watch at stores (1 guard x 3 shifts per day for 3 Months)	Man-month	9		
	Grand Total for arriving at L1 status =				

(Total in Words)

Service Tax at Prevailing rates (%) payable extra at actual.

Signature of the Bidder with seal