



Bharat Heavy Electricals Limited

(A Govt. Of India Undertaking)

Power Sector, Eastern Region

BHEL Bhawan, Plot No. DJ-9/1, Sector- II,

Salt Lake City, Kolkata, WEST BENGAL, INDIA

Phone : (033) 23211690, 23398220, FAX : (033) 23211960

E-Tender Ref. No. PSER:PUR:FEX:193:121:(ENQ:16:PP:0015:PUR:172)

DATE: 22/03/2017

NOTICE INVITING TENDER

OFFERS ARE INVITED FROM REPUTED & EXPERIENCED BIDDERS (MEETING PRE-QUALIFICATION CRITERIA AS MENTIONED) **THROUGH E-PROCUREMENT PORTAL <https://bheleps.buyjunction.in> ONLY** for THE SUBJECT JOB BY THE UNDERSIGNED ON BEHALF OF BHARAT HEAVY ELECTRICALS LIMITED AS PER THE TENDER DOCUMENT. ISSUE OF TENDER TO ANY BIDDER SHALL NOT CONSTRUCT THAT THE BIDDER IS CONSIDERED TO BE QUALIFIED. FOLLOWING POINTS RELEVANT TO THE TENDER MAY PLEASE BE NOTED AND COMPLIED WITH.

Salient Features of NIT

SL NO	ISSUE	DESCRIPTION
i	E-TENDER NUMBER	PSER: PUR: FEX: 193: 121: (ENQ:16:PP:0015:PUR:172) DATE: 22/03/2017.
ii	Broad Scope of job	"SUPPLY & SUPERVISION OF FITMENT OF SPARE PARTS FOR QUY80B FUSHUN MAKE 80MT CRAWLER CRANE (SL. NO. 1027) AT BHEL: PSER'S IB VALLEY SITE, ODISHA".
iii	DETAILS OF TENDER DOCUMENT	
a.	PART - B	GENERAL CONDITIONS OF CONTRACT (GCC) <i>Applicable</i>
b.	Volume-IB	General Conditions of Contract (Services) <i>Not Applicable</i>
c.	PART-C	TECHNICAL SPECIFICATIONS AND SPECIAL CONDITIONS OF CONTRACT (SCC) <i>Applicable</i>
d.	PART- H	FORMS AND PROCEDURES ETC. <i>Applicable</i>
e.	Volume-IF	Technical Conditions of Contract (TCC) <i>Not Applicable</i>
f.	Volume-II	Technical Specification: <i>Not Applicable</i>
g.	PART-E	PRICE SCHEDULE <i>Applicable</i>
iv	ISSUE OF TENDER DOCUMENTS	a) Online through e-procurement platform at https://bheleps.buyjunction.in b) in BHEL website (www.bhel.com , www.jantermanter.com & CPP Portal) : For tender view purpose only <i>APPLICABLE</i>
v	DUE DATE & TIME OF OFFER SUBMISSION	Date: 01-04-2017, Time: 15-00 Hrs. (Offer to be submitted online only through e-procurement platform at https://bheleps.buyjunction.in) <i>Applicable</i>
vi	TECHNO-COMMERCIAL BID OPENING OF TENDER	Date: 01-04-2017, Time: 16-00 Hrs. (online only through e-procurement platform at https://bheleps.buyjunction.in , participating bidders may witness the same online only) <i>Applicable</i>
vii	EMD AMOUNT	Rs. 43,219/- (Rupees Forty Three Thousand Two Hundred and Nineteen Only) [To be submitted in the form and manner as mentioned below] <i>Applicable</i>
viii	COST OF TENDER	-- <i>Not Applicable</i>

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : 23398220

ix	LAST DATE FOR SEEKING CLARIFICATION	Date: 28/03/2017 Along with soft version also, addressing to undersigned (in email) as per contact address given below	Applicable
x	SCHEDULE OF PRE BID DISCUSSION (PBD)	Not Applicable	Not Applicable. (In case BHEL decides to conduct PBD, date, time & venue of PBD will be intimated suitably thru TCN)
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	Not Applicable	Not Applicable
xii	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com) →Tender Notifications →View Corrigendums & www.jantermanter.com/ CPP portal →Tender Notice & E-PROCUREMENT PORTAL (https://bheleps.buyjunction.in) and not in the newspapers. Bidders to keep themselves updated with all such information.	Shall be intimated to bidder

1.0 The offer shall be submitted as per the instructions of tender document. Only One set of tender document (**in original, downloaded from website**) signed by authorised company rep. of bidder and stamped on each page shall be submitted as detailed further, as given below. Bidders to note specifically that all pages of tender document, including these NIT pages etc. appearing in the website for this particular tender shall be submitted by them (after signing/stamping on each page) as a part of their offer. **Price shall not be mentioned by them anywhere in the techno-commercial portion of offer. Price shall be mentioned in the relevant price schedule only and to be submitted in e-procurement portal/platform in the form and manner mentioned in tender. In case of E-PROCUREMENT ASSISTANCE & TRAINING, BIDDERS MAY CONTACT M/s Mjunction Services Limited (herein after called as MJUNCTION) HELPDESK PHONE NO. 033-66011717 (BETWEEN 9:30 AM TILL 5:30 PM) & 9163348280/83/84/85/86, 8584008116, 8584008205, 8336925964 (FROM 5:30 PM TO 8:30 PM) or for any difficulty in downloading the tender from internet website, they should contact this office (Asst. Engineer, Purchase or AGM, Purchase Phone no. 033-23211690/23398220/8265). No alteration/changes by bidders is permitted in the tender/NIT appeared in the website.**

2.0 Successful bidder shall have to submit additional set of tender/sign on tender document provided by BHEL, if so decided by BHEL.

3.0 **Earnest Money Deposit (EMD) of Rs.43,219.00**, in the form & manner prescribed in tender, shall be submitted by bidder as mentioned below, failing which the bidder's offer is liable for rejection.

SCAN COPY OF DOCUMENTS IN SUPPORT OF SUBMISSION OF EMD TO BE UPLOADED ALONG WITH TECHNO-COMMERCIAL OFFER IN MJUNCTION E-PROCUREMENT PORTAL/PLATFORM. IN CASE OF EMD SUBMISSION THROUGH BANKER'S CHEQUE/PAY ORDER/DEMAND DRAFT, SAME TO BE SUBMITTED IN SEALED ENVELOPE (SUPERSCRIBING TENDER REFERENCE) TO HEAD-PURCHASE/ASST. ENGINEER/PURCHASE, BHEL BHAWAN, DJ-9/1, SECTOR-2, KARUNAMOYEE, SALT LAKE CITY, KOLKATA-700091, WEST BENGAL PRIOR TO LATEST DUE DATE OF SUBMISSION OF OFFER.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211660 फोन/Phone : बोर्ड/EPABX : (033) 23398220

Earnest Monet Deposit (EMD) may be accepted only in the following forms:

- (i) Cash deposit as permissible under the extant Income Tax Act (before tender opening)**
- (ii) Electronic Fund Transfer credited in BHEL account (before tender opening) Or,**
- (iii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer).**

For RTGS details of BHEL-PSER for EFT, please refer PART-H of tender.

One time EMD of Rs. 5,00,000/- (Rupees Five Lakh only) for BHEL-PSER, SAS jobs will also be valid for all such PSER-SAS jobs. Parties/bidders who have submitted/submits One Time EMD (OEMD) in this Power Sector Region (i.e. BHEL-PSER) for Service After Sales (SAS) a sum of amount Rs. 5,00,000/- (Rupees Five Lakh only) are exempted from payment of E.M.D. on each such tender in that unit on case to case basis. (evidence of deposit must be submitted in scanned copy and to be uploaded along with techno-commercial offer in M-Junction Portal/Platform) will be exempted from submission of EMD with this tender. The followings may be noted:

In case the bidder deposits separate EMD as mentioned above, there will be no change

- a) In existing clauses of this tender.
- b) In case of bidders having one time EMD; one time EMD can not be used for SD purpose.
- c) Security deposit shall be submitted as per provision of tender. **Security deposit shall cover the entire duration of work plus the performance guarantee period plus three months notice period prior to release of the same.**
- d) **The EMD shall be enclosed with the Techno-Commercial Bid in the form and manner as mentioned above.**

EMD by the Tenderer will be forfeited as per Tender Documents if, i) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL. ii) The contractor fails to deposit the required security deposit or commence the work within the period as per LOI/contract.

EMD given by all unsuccessful Tenderers shall be refunded after award of work. The EMD of successful bidder will be retained as part of security deposit.

4.0 This is an E-tender floated online through our E-Procurement Site <https://bheleps.buyjunction.in>. The bidder should respond by submitting their offer online only in our e-Procurement platform at <https://bheleps.buyjunction.in>. Offers are invited in two-parts only. No Hard copy bid or bids through email/ fax shall be accepted. Bids are invited in two parts & shall be submitted as described below:

OFFER DESCRIPTION	DOCUMENTS TO BE UPLOADED & MODALITY OF UPLOADING
TECHNICAL OFFER	1. Scanned copy of Covering letter of offer (To be attached in Attachment section) 2. Scanned copy of Entire tender documents signed & stamped in each page by authorized representative of the bidder except price bid (To be attached in Attachment section). 3. Scanned copy of Techno-Commercial Offer (To be attached in Attachment section) 4. Duly filled all annexures except price & un-priced format (To be attached in Attachment section). 5. Copy of records notes of Pre Bid Conference, if applicable/ pre-bid MOM. (To be attached in Attachment section) 6. Copy of Tender change notice (TCN), if applicable (To be attached in Attachment section) 7. All supporting documents/ Annexures etc. as applicable (To be attached

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	in Attachment section). 8. No deviation certificate in bidder's letterhead as per format given in Tender (To be attached in Attachment section).
PRE-QUALIFICATION PART	9. Pre-qualifying documents with all credentials as per tender. (To be attached in PQ Attachment section)
UNPRICED PRICE BID	10. Price schedule – Un-priced but mentioning only quoted / unquoted against each item as per tender. (To be attached in Un-priced bid Attachment section)
PRICE BID	11. Duly filled in Price Schedule as per tender. (To be attached in price bid Attachment section) Any other document uploaded in the price bid, apart from tendered Price schedule, shall not be taken into cognizance for evaluation of offer.

SPECIAL NOTE:

- A) *Your offer & documents submitted with the offer shall be signed and stamped in each page by your authorized representative. No overwriting / correction in tender documents by bidders shall be allowed. However if correction is unavoidable, the same may be signed by authorized signatory.*
- B) *All documents / annexure submitted with the offer shall be properly annexed and placed in respective places of the offer as per enclosure list mentioned in the covering letter. BHEL shall not be responsible for any missing documents.*

- 1.0 BHEL also reserve the right to reject the bidder with unsatisfactory past performance in the execution of a contract. BHEL's decision in this regard shall be final & binding.
- 2.0 BHEL reserves the right to accept or reject any or all offer without assigning any reasons thereof. BHEL also reserve the right to cancel the offer wholly or partly without assigning any reason thereof. BHEL also reserve the right to split the job.
- 3.0 No deviation with respect to tender clauses and no additional clauses/ suggestions/clarification in Techno-commercial bid/Price bid shall normally be considered by BHEL. Bidders are requested to positively comply with the same. Offers with deviation are liable for rejection.
- 4.0 You are free to visit the site and study the prevailing site condition including law & order etc. before quoting (if applicable).
- 5.0 For any clarification on the tender document, you may seek the same in writing from the office of the undersigned. Such letters should reach the office of the under signed **positively by 28/03/2017.**
- 6.0 BHEL may decide holding pre-bid conference (PBC) with any/ all the intending bidders. On such communication from BHEL, the bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL.
- 7.0 In case of absence of any queries from bidder(s), their quoted price will be PRESUMED to be final and complete with reference to the tender documents (including Tender change notes (TCNs), clarifications, corrigendum issued by BHEL, if any). Bidders are requested to study the tender documents in detail and prepare their queries/clarifications accordingly. All such queries / clarifications shall be cleared/replied by BHEL. Such clarification letters, corrigendum and/or Tender change notes (TCNs), if issued by BHEL, shall form part of tender document.
- 8.0 In the event of any conflict between requirement of any clause of this specification / documents / drawings / data sheets etc. or requirements of different codes / standards, specified, the same to be brought to the knowledge of BHEL by you in writing for such clarifications before you

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submit your bid; otherwise, more stringent requirements as may be interpreted by BHEL shall prevail and shall be binding on you.

- 9.0 Tender document containing above mentioned volumes shall be signed & stamped in all pages including this covering letter. Price bid shall be furnished in the specified format enclosed with the tender. Any additional copy, if required, may be taken by photocopying from the tender document given in the web.
- 10.0 Price bids of those bidders will be opened who will be qualified for the subject job on the basis of evaluation of Techno-commercial bids / pre-qualifying criteria and as considered suitable by BHEL.
10. While BHEL reserves the right to open the price bid of the offers in camera. The date & time to open the tender opening shall be intimated to the bidders in case BHEL decides it to be 'Public opening' and in such a case, one authorized representative of the bidder shall be allowed to attend.
- 11.0 Taxes and duties shall be as per tender.
- 12.0 Statutory variation of taxes and duties (plus or minus) in accordance with Govt. Notifications to the account of BHEL. Any imposition of new / additional Duty / Tax at the time of supply shall be borne by BHEL.
- 13.0 Bidders are required to submit price as per tender Price Schedule format in e-procurement portal/platform in the form & manner as mentioned in tender.
- 14.0 Overwriting or erasures should be avoided. If however, they exist they must be invariably attested.
- 15.0 "BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno- commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non- acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.**
- 16.0 Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).**
- 17.0 The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.**
- 18.0 If it is found that L1 bidder has quoted higher in online seal bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per**

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extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

19. Reverse Auction is the type of auction typically conducted to buy goods / items over Internet in which the lowest price bidder wins. In case, the bidders are willing to know the details about the methodology, they may please contact HEAD/PURCHASE OR ASST. ENGINEER /PURCHASE, BHEL, KOLKATA.
20. However, if Reverse Auction process is not adopted or Reverse Auction is unsuccessful as defined in the RA rules/procedures, or for whatsoever reason, then the 'PRICE BID' and price impacts (if any), already submitted by the bidder shall be opened for deciding the successful bidder, as per BHEL's standard practice. BHEL's decision in this regard will be final and binding on bidder.
21. Bidders are requested to note that the accepted / agreed tender terms (technical, commercial or on Reverse Auction) in their original offer can not be altered / withdrawn by their own during the processing of tender.
22. "The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com".
23. The Bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice.
24. The bidder shall submit documents in support of possession of 'Pre-Qualifying Requirements' duly self-certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately (if applicable).
25. The bidder may have to produce original document for verification if so decided by BHEL.
26. Suspension of Business dealings: BHEL reserves the right to take action against contractors who fail to perform or indulge in malpractices, by suspending business dealings with them as detailed in Annexure-V.
27. "MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) /Udyog Aadhar Memorandum(UAM) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure -C where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer."

Any Bidder falling under MSME category, shall furnish the following details & submit documentary evidence/Govt. Certificate etc. in support of the same along with their techno-commercial offer

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Type under MSME	SC/ST owned	Others
Micro		
Small		
Medium		

Note: - If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSME category.

28. Order of Precedence

In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:

- Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL
- Notice Inviting Tender (NIT)
- Price Schedule – PART-E
- TECHNICAL SPECIFICATIONS AND SPECIAL CONDITION OF CONTRACT - PART-C
- GENERAL CONDITIONS OF CONTRACT (GCC)- PART-B
- Forms and Procedures — PART- H

All the bidders are requested to note that all the errata / technical clarifications / corrigendum / extension etc. shall be published THROUGH E-PROCUREMENT PORTAL

<https://bheleps.buyjunction.in> and in website www.jantermanter.com , www.bhel.com & <http://eprocure.gov.in> . As such, all the bidders are requested to be in continuous touch with these

for BHARAT HEAVY ELECTRICALS LTD

Sr. Engineer/ (PUR)

Agency	Contact details	
BHEL, PSER, Kolkata	Address	Bharat Heavy Electricals Limited, POWER SECTOR – EASTERN REGION 2nd FLOOR, Block-DJ, Plot- 9/1, SECTOR, SALT LAKE CITY, KOLKATA – 700 091
	Phone no.	033-23398265, 23398220, 23211690
	FAX no.	033-23211960
	E-mail ID	anima@bhelpser.co.in , ssen@bhelpser.co.in
M/s Mjunction Services Limited	For E-PROCUREMENT ASSISTANCE & TRAINING, MJUNCTION HELPDESK PHONE NO. 033-66011717 (BETWEEN 9:30 AM TILL 5:30 PM) & 9163348280/83/84/85/86, 8584008116, 8584008205, 8336925964 (FROM 5:30 PM TO 8:30 PM)	

Enclosures:

- Annexure-I: Pre qualifying Criteria.
- Annexure- II : No Deviation Certificate
- Annexure-III: Format for seeking clarification
- Annexure-IV: General Terms & conditions for Reverse Auction
- Annexure-V: Suspension of business dealing with Suppliers
- Annexure –BOCW (Specific clause wrt BOCW Act & Cess Act)
- Annexure-VI: Certificate by Chartered Accountant
- Declaration for Relation in BHEL.
- Tender documents

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ANNEXURE - I**PRE-QUALIFICATION CRITERIA**

JOB	“SUPPLY & SUPERVISION OF FITMENT OF SPARE PARTS FOR QUY80B FUSHUN MAKE 80 MT CRAWLER CRANE (SL. NO. 1027) AT BHEL: PSER’S IB VALLLEY SITE, ODISHA”.
E-TENDER REF. NO.	PSER: PUR: FEX: 193: 121: (ENQ: 16: PP: 0015: PUR: 172) DATE: 22/03/2017.

SL. NO.	CRITERIA
1.0 (a)	BIDDER SHOULD HAVE AVERAGE ANNUAL TURNOVER OF MINIMUM Rs 6.48 LAKHS IN LAST 3 (THREE) FINANCIAL YEARS, ENDING ON 31-03-2016. AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT OF THE COMPANY TO BE SUBMITTED FOR LAST 3 (THREE) FINANCIAL YEARS, ENDING ON 31-03-2016 IN SUPPORT OF THIS REQUIREMENT.
(b)	IN CASE AUDITED FINANCIAL STATEMENTS HAVE NOT BEEN SUBMITTED FOR ALL THE THREE YEARS INDICATED AS ABOVE THEN APPLICABLE AUDITED STATEMENTS SUBMITTED BY THE BIDDER AGAINST THE REQUISITE THREE YEARS, WILL BE AVERAGED FOR THREE YEARS.
(c)	IF FINANCIAL STATEMENTS ARE NOT REQUIRED TO BE AUDITED STATUTORILY, THEN INSTEAD OF AUDITED FINANCIAL STATEMENTS, FINANCIAL STATEMENTS ARE REQUIRED TO BE CERTIFIED BY CHARTERED ACCOUNTANT.
2.0	BIDDER SHALL BE OEM OR AUTHORIZED SALES AND SERVICE AGENCY OF OEM OR SUPPLIER OF SPARES FOR CRAWLER CRANE EQUIPMENT. SUPPORTING DOCUMENTS NEED TO BE SUBMITTED TO SUBSTANTIATE ABOVE.
3.0	BIDDER SHOULD HAVE EXECUTED SUPPLY & SUPERVISION OF FITMENT OF SPARE PARTS OF CRAWLER CRANE (I.E LOWER ROLLER OR TRACK SHOE PAD OR DRIVING SPROCKET) IN LAST 3 (THREE) YEARS ENDING ON LASTEST DUE DATE OF SUBMISSION OF OFFER. RELEVANT SUPPORTING DOCUMENTS TO BE SUBMITTED IN SUPPORT OF ABOVE.
4.0	BIDDER SHOULD HAVE VALID PAN. RELEVANT DOCUMENT IN SUPPORT OF ABOVE SHALL BE SUBMITTED

NOTE

A	CONSORTIUM/JV BIDDING IS NOT ALLOWED FOR THIS TENDER.
B	AFTER SATISFACTORY FULFILLMENT OF ALL THE ABOVE CRITERIA, OFFER SHALL BE CONSIDERED FOR FURTHER EVALUATION AS PER NIT AND ALL OTHER TERMS OF THE TENDER.
C	BIDDER SHALL SUBMIT ABOVE PRE-QUALIFICATION CRITERIA FORMAT, DULY FILLED-IN, SPECIFYING RESPECTIVE ANNEXURE NUMBER AGAINST EACH CRITERIA AND FURNISH RELEVANT DOCUMENT IN THE RESPECTIVE ANNEXURES IN THEIR OFFER.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : (033) 23398220

ANNEXURE - II**NO DEVIATION CERTIFICATE**
(TO BE SUBMITTED IN BIDDER'S LETTERHEAD)

To,
BHARAT HEAVY ELECTRICALS LIMITED,
Power Sector - Eastern Region,
Plot no 9/1, DJ Block, Sector – II, Salt Lake City,
Kolkata – 700 091

Sub	No Deviation Certificate.	
Job	“SUPPLY & SUPERVISION OF FITMENT OF SPARE PARTS FOR QUY80B FUSHUN MAKE 80 MT CRAWLER CRANE (SL. NO. 1027) AT BHEL: PSER'S IB VALLLEY SITE, ODISHA”.	
Ref	1.0	PSER: PUR: FEX: 193: 121: (ENQ:16:PP:0015:PUR:172) DATE: 22/03/2017.
	2.0	Other references (if any).

Dear Sirs,

With reference to above, this is to confirm you that we have gone through each and every terms and conditions mentioned in the enquiry (Terms and conditions) and we offer our unqualified acceptance of the same. We also confirm that we have not changed/ modified the tender documents as appeared in the website/ issued by you and in case of such observance at any stage, it shall be treated as null and void.

We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT. We hereby confirm our unqualified acceptance to all terms & conditions, unqualified compliance to technical specification, integrity pact (if applicable) and acceptance to reverse auctioning process.

It is also confirmed that the price has been quoted in the format received with the enquiry.

In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void.

(Signature of bidder)
with Seal

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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ANNEXURE - III**FORMAT FOR SEEKING CLARIFICATION**

JOB	"SUPPLY & SUPERVISION OF FITMENT OF SPARE PARTS FOR QUY80B FUSHUN MAKE 80 MT CRAWLER CRANE (SL. NO. 1027) AT BHEL: PSER'S IB VALLEY SITE, ODISHA".
E-TENDER REF. NO.	PSER: PUR: FEX: 193: 121: (ENQ:16:PP:0015:PUR:172) DATE: 22/03/2017.

Sl. No.	Reference clause of tender document	Existing provision	Bidder's query	BHEL's clarification

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : (033) 23398220

ANNEXURE-IV**General Terms & Conditions of Reverse Auction**

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit 'online sealed bid' in the Reverse Auction. Non-submission of 'online sealed bid' by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Process Compliance form (**Annexure-III of Business Rule Document of Reverse Auction – shall be shared to bidders along with intimation of RA schedule**) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (**as per Annexure-IV of Business Rule Document of Reverse Auction**) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the 'Business Rules of Reverse Auction', which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.
16. In case H1 bidder happen to be MSE and was removed from further bidding but is within L1 + 15% band, then this bid shall also be considered and to be processed in line with 'Public Procurement Policy for Micro & Small Enterprises (MSEs) order, 2012'.

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ANNEXURE-V

1.0	<u>Suspension of Business dealings with Suppliers/ Contractors</u>
1.1	BHEL reserves the right to take action against Suppliers/ Contractors who fail to perform or indulge in malpractices, by suspending business dealings with them.
1.2	Suspension of business dealings with Suppliers/ Contractors could be in the form of following: -- a) Hold within the unit for specific item(s)/ material category(ies)/ type of work(s) for one year. b) Hold within the unit for all item(s)/ material category(ies)/ type of work(s) for two years c) Banning across BHEL for all items/ material category(ies)/ type of work(s) for three years. The Supplier may be either put on hold or banned, as detailed hereinafter on the basis of one or more of the category wise reasons as enumerated hereunder.
1.3	Hold within the unit for a specific item(s)/ material category(ies)/ type of work(s) shall be imposed in the following cases, if i) In the last three consecutive supplies of a specific material category, average quality rating, as provided in the supplier performance rating (SPR) as per SEARP, falls below 80% of the quality weightage. This is irrespective of supplies against PO(s) having single/ multiple delivery schedules. Note: Not applicable in cases for erection works of Power Sector Regions, where separate guidelines for evaluation of capacity of bidders is being followed. ii) Two consecutive delays, for reasons of delay attributed to the Supplier, in execution of the contracts where delay occurred is such that a) prescribed maximum LD time limits of the contracts is exceeded or b) delay period has equaled/ exceeded half the original delivery period specified in the contracts whichever among the above is earlier. iii) a) Overall SPR (Supplier Performance Rating) in that particular Unit in line with SEARP falls below 60% of the specific material category. b) Bids of contractors (in PS-MSX portal) shall not be considered (if average score of last six months falls 60% or below as per guidelines for evaluation of capacity of bidders formula). Note: – for (b), No specific period of hold shall be applicable. iv) Supplier works are under strike/ lockout for a period of more than three months.

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1.3	Hold within the unit for all item(s)/material category(ies)/ type of work(s) shall be put in the following cases, if i) Supplier tampers with tendering procedure affecting ordering process. ii) Supplier has misused BHEL documents/ drawings/ technical information or has breached the confidentiality agreement with BHEL. iii) after placement of order, Supplier fails to execute the contract. iv) within warranty period as per contract, Supplier continues to supply low/ less/ non-performing equipment/ services, repetitive failures, remains non-responsive. v) Wherever risk purchase clause (amounting to more than 5% of contract value) has been invoked.
1.4	Banning across BHEL shall be imposed in following cases, if
1.4.1	i) After price bid opening but before placement of order, Supplier withdraws his offer or varies it in any manner within the validity period. ii) Supplier is found to be responsible for submitting fake/ false/ forged documents, certificates, or information or misrepresentation/ wilful suppression of facts, or has resorted to unethical, illegal means. iii) In spite of warnings, the Supplier persistently violates or circumvents the provisions of labour laws/ regulations/ rules or other statutory requirements. iv) Supplier is found to be involved in cartel formation or in any other act so as to influence the bidding process or influence the price. v) The Supplier has indulged in malpractices or misconduct such as bribery, corruption and fraud, pilferage, coercion etc. vi) The Supplier is found guilty by any court of law for criminal activity/ offences involving moral turpitude in relation to business dealings. vii) Supplier is found to have obtained any internal information/ documentation of BHEL by unauthorized means. viii) The foreign Principals along with the representing Agent shall be banned together if information submitted by them about their precise relationship, commission/ remuneration etc. payable/ receivable and other particulars as asked by BHEL, as per the extant guidelines regarding dealing with Agents of Foreign Suppliers is found false/ incorrect, at any stage. ix) Supplier has substituted, damaged, failed to return, or unauthorizedly disposed off free issue materials/ tools etc. of BHEL.
1.4.2	A Supplier can also be banned with the approval of Director (E, R&D) provided a direction to this effect has been received from the administrative ministry of the Government.

Note: Above shall be applicable along with **Guidelines for “Suspension of Business dealings with Suppliers/ Contractors”** available in BHEL website <http://www.bhel.com>. These shall form part of tender documents.

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Annexure –BOCWSpecific clause wrt BOCW Act & Cess Act

1. It shall be the sole responsibility of the contractor as employer to ensure compliance of all the statutory obligations under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.
2. It shall be sole responsibility of the contractor engaging Building Workers in connection with the building or other construction works in the capacity of employer to apply and obtain registration certificate specifying the scope of work under the relevant provisions of the Building and Other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 from the appropriate Authorities.
3. It shall be responsibility of the contractor to furnish a copy of such Registration Certificate within a period of one month from the date of commencement of Work.
4. It is responsibility of the contractor to register under the Building and other Construction Workers' Welfare Cess Act, 1996 and deposit the required Cess for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 at such rate as the Central Government may, by notification in the Official Gazette, from time to time specify. However, before registering and deposit of Cess under the Building and other Construction Workers' Welfare Cess Act, 1996, the contractor will seek written prior approval from the Construction Manager.
5. In case where the contractor has been accorded written approval by the Construction Manager and the contractor is required to furnish information in Form I and deposit the Cess under the Building and other Construction Workers' Welfare Cess Act, 1996, fails to do so, BHEL reserves right to impose penalty at the rate of 30% of Cess Amount.
6. It shall be sole responsibility of the contractor as employer to get registered every Building Worker, who is between the age of 18 to 60 years of age and who has been engaged in any building or other construction work for not less than ninety days during the preceding twelve months as Beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996.
7. It shall be sole responsibility of the contractor as employer to maintain all the registers, records, notices and submit returns under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.
8. It shall be sole responsibility of the contractor as employer to provide notice of poisoning or occupation notifiable diseases, to report of accident and dangerous occurrences to the concerned authorities under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the rules made thereunder and to make payment of all statutory payments & compensation under the Employees' Compensation Act, 1923.
9. It shall be responsibility of the Contractor to furnish BHEL on monthly basis, Receipts/ Challans towards Deposit of the Cess under the Building and other Construction

Workers' Welfare Cess Act, 1996 and the rules made thereunder along with following statistics :

- (i) Number of Building Workers employed during preceding one month.
 - (ii) Number of Building workers registered as Beneficiary during preceding one month.
 - (iii) Disbursement of Wages made to the Building Workers for preceding wage month.
 - (iv) Remittance of Contribution of Beneficiaries made during the preceding month
10. BHEL shall reimburse the contractor the Cess amount deposited for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 under the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder. However, BHEL shall not reimburse the Fee paid towards the registration of establishment, fees paid towards registration of Beneficiaries and Contribution of Beneficiaries remitted.
 11. It shall be responsibility of the Building Worker engaged by the Contractor and registered as a beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 to contribute to the Fund at such rate per mensem as may be specified by the State government by notification in the Official Gazette. Where such beneficiary authorizes the contractor being his employer to deduct his contribution from his monthly wages and to remit the same, the contractor shall remit such contribution to the Building and other construction Workers' Welfare Board in such manner as may be directed by the Board , within the fifteen days from such deduction.
 12. If any point of time during the contract period, non-compliance of the provisions of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder is observed, BHEL reserves the right to withhold a reasonable amount from the payables to discharge any obligations on behalf of Contractors. The reasonable amount shall be decided by the Construction Manager in consultation with Resident Accounts Officer & Head HR and shall be final.
 13. The contractor shall declare to undertake any liability or claim arising out of employment of building workers and shall indemnify BHEL from all consequences / liabilities / penalties in case of non compliance of the provisions of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.

Certificate by Chartered Accountant on letter head

This is to Certify that M/S
(hereinafter referred to as 'company') having its registered office at is
registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part-II)
..... dtd:..... ,
Category: (Micro /Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial
year as per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the
items specified by the Ministry of Small Scale Industries vide its notification No.S.O.I722(E) dated October 5, 2006 :

Rs..... Lacs

2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items
not directly related to the service rendered or as may be notified under the MSMED Act, 2006:

Rs..... Lacs

(Strike off whichever is not applicable)

The above investment of Rs Lacs is within permissible limit of Rs.....Lacs
for..... Micro / Small (Strike off which is not applicable) Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/ Small) (Strike off which is not applicable) and the date
of graduation of such enterprise from its original category is (dd/mm/yyyy) which is within the period of 3
years from the date of graduation of such enterprise from its original category as notified vide 5.0. No. 3322(E)
dated 01.11.2013 published in the gazette notification dated 04,11.2013 by Ministry of MSME.

Date:

(Signature)

Name-

Membership number -

Seal of Chartered Accountant

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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DECLARATION FOR RELATION IN BHEL

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: **Declaration for relation in BHEL**

Ref : 1) NIT/Tender Specification No:,

I/We hereby submit the following information pertaining to relation/relatives of Proprieter/Partner(s)/Director(s) employed in BHEL.

Tick (✓) any one as applicable:

1. The Proprietor, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in BHEL

OR

2. The Proprietor, Partner(s), or Director(s) of our Company/Firm HAVE relation/relatives employed in BHEL and their particulars are as below:

(i)

(ii)

Signature of the Authorized Signatory

Note:

1. Attach separate sheet, if necessary.
2. If BHEL Management comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable against the Bidder/Contractor.

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PART – B
GENERAL CONDITIONS OF CONTRACT (GCC)

SL. NO.	BHEL STANDARD TERMS	SUPPLIER CONFIRMATION	DEVIATION
01	Our requirement is for use at BHEL POWER SECTOR IB VALEEEY SITE, ODISHA. Techno-commercial & Pre- Q bids shall be opened first & afterwards price bid shall be opened for qualified bidder(s), who have qualified in Techno-commercial & pre-q bids. Tenders will be received up to 15.00 Hours on the said due date. <u>If the vendor submits offer i.e. Technical & Price bid together in single attachment, the offer shall be liable for rejection.</u> Price should be submitted as per tender format only & uploaded in the price section. Note : In order to maintain sanctity of the tender system, it is advised that one Agent cannot represent two suppliers or quote on their behalf in a particular tender. In the tender, either one agent on behalf of the principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for same item/product.		
02	If any vendor sought to quote through their agents "They have to inform to BHEL in advance, before opening date. Other wise the offer will be treated as Unsolicited Offer and same will not be opened".		
03	BHEL keeps its right to reject / load any offer which is having deviations to BHEL Specifications, Standard Terms & Conditions. All the bidders shall submit their offers only by filling the original BHEL tender documents. No other offer will be entertained. In case of Technical-Cum-Commercial bid, copy of the price bid has to be used to indicate commercial terms without price.		
04	The equipment offered shall be strictly conforming to the specification and for complete unit.		
05	No offer for individual accessories or part machinery will be accepted.		

SIGNATURE OF THE BIDDER WITH SEAL AND DATE

SL. NO.	BHEL STANDARD TERMS	SUPPLIER CONFIRMATION	DEVIATION
06	<u>TERMS OF PAYMENT :</u> a) As per PART-C (TECHNICAL SPECIFICATIONS AND SPECIAL CONDITIONS OF CONTRACT) of tender. b) Payment shall be paid through e-payment mode. c) Successful bidder shall have to submit the requisite details in RTGS format. d) No advance shall be paid. e) Paying Authority: HEAD/FINANCE, BHEL-PSER, KOLKATA.		
07	<u>WARRANTY:</u> AS PER PART-C (TECHNICAL SPECIFICATIONS AND SPECIAL CONDITIONS OF CONTRACT) of tender.		
08	<u>DELIVERY:</u> AS PER PART-C (TECHNICAL SPECIFICATIONS AND SPECIAL CONDITIONS OF CONTRACT) of tender. <u>Offer with delivery period beyond tendered delivery schedule (AS PER PART-C (TECHNICAL SPECIFICATIONS AND SPECIAL CONDITIONS OF CONTRACT) shall be liable for rejection.</u> However, in case due to any reasons if the same is accepted by BHEL, the same shall be loaded for the delayed delivery period (in this case after tendered delivery period) & percentage of loading shall be as per clause no 12 of GCC (LD clause).		
09	<u>CENVATABLE ED</u> Bidder to consider the benefit on CENVAT in their quoted basic price. BHEL is eligible to take CENVAT Credit as per CENVAT Credit Rule. Bidders eligible to issue Excise Invoice to BHEL for any materials either as manufacturers, first stage or second stage dealer under the Central Excise Act, Rules etc. must furnish the CENVATABLE ED amount as mentioned in price schedule. CENVATABLE ED amount which can be passed on to BHEL by the bidder will not be considered for evaluation of the offer		
10	<u>DISCOUNTS</u> Discounts offered by the vendor in price shall not be entertained by BHEL. The vendor should factor in his discount in the price offer only. In spite of the same, if a discount is offered by the bidder, the same shall not be considered for evaluation of the offer, but purchase order shall be issued on bidder's final discounted price.		
11	<u>TERMINATION CLAUSES:</u> BHEL has a right to cancel the order for delay in supply beyond penalty period without any monetary or legal obligations. Obtaining the Export / Import License, if any required is the responsibility of the supplier. In case of delay in supplying the equipment in time, due to this reason, BHEL has a right to cancel the order without any monetary / legal obligation. To this extent supplier has to give the confirmation.		

SIGNATURE OF THE BIDDER WITH SEAL AND DATE

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SL. NO.	BHEL STANDARD TERMS	SUPPLIER CONFIRMATION	DEVIATION
12	<u>LIQUIDATED DAMAGE (LD):</u> Subject to force majeure, If vendor fails to complete the job as per aforesaid completion/delivery period, BHEL shall have the right to recover as liquidated damages (LD) a sum equivalent to 0.5 % of the order value for delay of each week or part thereof. The liability for delay shall not in any case exceed 10 % (ten percent) of the order value. For this purpose, the period of delay shall be the delay attributable to vendor for completion of job as per contract.		
13	a) SECURITY DEPOSIT (SD): The successful tenderer should furnish a security deposit or bank guarantee from Bank for an amount of 10% of order value in the form and manner desired by us (as per format enclosed in tender) for the satisfactory execution of the same in accordance with the terms and conditions and delivery specified in the order, within 15 days from the date of L.O.I. This BG should remain valid till the date of completion of supply. b) PERFORMANCE BANK GUARANTEE (PBG): The successful tenderer should furnish a performance bank guarantee for an amount of 10% of the order value (Before submission of supply invoice) valid from the date of completion of supply, valid up to completion of the warranty period. SD - BG may be converted into PBG. "The original bank guarantee shall be sent directly by bank to BHEL under Registered Post (A.D.)".		
14	The sealed tenders super scribing tender number and due date should be addressed to Asst. Engineer / Purchase or Head/Purchase, Bharat Heavy Electricals Limited, PSER, DJ-9/1, SALT LAKE. SECTOR-II, KOLKATA - 700 091, India.		
15	Inspection : Details shall be as per Part-C BHEL will have the option to pre-inspect the equipment at supplier's works by our inspector. The final inspection of performance will however be carried out at our site.		
16	The manufacturing progress will have to be furnished to us periodically in the form and manner required by us.		
17	Supplier must submit with their offer list of customers (with their full address and their purchase reference number) to whom they have supplied similar machine in the past five years. The year of supply should also be indicated.		
18	The quotation should be valid at least for a period of 90-days from the tender due date of submission (extended, if any). Price Variation Clause will not be entertained.		

SIGNATURE OF THE BIDDER WITH SEAL AND DATE

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SL. NO.	BHEL STANDARD TERMS	SUPPLIER CONFIRMATION	DEVIATION
19	Force Majeure : The vendor shall be subject to force majeure clause defined as under : This force majeure is herein defined as any cause which is beyond the control of the tenderer which they would not have foreseen or with a reasonable amount of diligence could not have foreseen and which subsequently affect the performance of the contract such as SRCC (strike riot and civil commotion), earthquake, flood, acts of god, acts of any government, domestic or foreign including but not limited to war. The tenderer shall not be liable for delay in performing his obligation resulting from any force majeure clause as referred to and/or defined above. The date of completion will be subject to hereinafter provided be extended by a reasonable time even though such cause may occur after tenderer's performance of his obligation has been delayed for other causes.		
20	Arbitration : In the event of any dispute or difference arising between the parties to this contract regarding execution of the same or their respective rights and liabilities there under, the same shall except as otherwise expressly provided therein, be referred to the arbitration of sole arbitration of General Manager, BHEL, PSER, Kolkata or any other person nominated by him and provisions of the "The Arbitration and Conciliation Act ,1996" of India or any statutory notification or re-enactment therefore and rules framed there under from time to time shall apply to such arbitrations. The decision of arbitrator shall be binding both on seller and purchaser. The venue of arbitration shall invariably be Kolkata, India.		
21	Jurisdiction : All disputes or differences arising under out of or in connection with the purchase order shall be subject to the exclusive jurisdiction of court at Kolkata.		
22	Risk Purchase : Alternatively, the purchaser at his option, will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitute therefore. The seller shall be liable for any loss which the purchaser may sustain by reason of such risk purchase in addition of LD at the rate mentioned in LD clause.		

SIGNATURE OF THE BIDDER WITH SEAL AND DATE

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SL. NO.	BHEL STANDARD TERMS	SUPPLIER CONFIRMATION	DEVIATION
23	General : The Consignee for the items shall be : AS PER PART-C (TECHNICAL SPECIFICATIONS AND SPECIAL CONDITIONS OF CONTRACT) of tender. All documents / correspondences must bear the Tender no. / Purchase Order No. & Date.		
24. <u>LOADING FACTORS FOR DEVIATION TO BHEL STANDARD TERMS & CONDITIONS</u>			
(I)	Bank Guarantee: Non submission of 10% BG will attract 10% loading on the offers.		
(II)	<u>Penalty Clause:</u> Non acceptance of penalty clause will attract maximum 10% loading on the offer and accordingly proportionate percentage will be loaded for accepting less percentage of penalty clause. Ex: If the supplier has accepted for maximum 5% penalty clause, then balance 5% will be loaded.		
(III)	For all other Terms & Conditions, if the offer is not confirming to the same, BHEL at its discretion shall load the same and the loading pattern shall be intimated to the bidders before price bid opening. However BHEL reserves the right to cancel a bid in case of non-acceptance of any terms and conditions finally arrived before price bid opening.		
25	<u>Note:</u> The offers not complying the above Terms & Conditions shall be liable for rejection.		

Note:

01. In case of any conflict / inconsistency in any clause of the tender or between various sections of the tender, bidder should bring the same in writing to BHEL for clarification before submission of the bid, failing which the most stringent interpretation of the clause in favour of BHEL shall be adopted and the same shall be binding to the bidder.
02. Any deviation sought by the bidder should be indicated in the techno-commercial offer.
03. Bidder should write “accepted” in the column “supplier confirmation” for each clause, if the conditions are agreeable or else should write the deviations sought in “deviation” column.
04. If any clause left blank, shall be presumed that the clause is accepted by the bidder.

SIGNATURE OF THE BIDDER WITH SEAL AND DATE

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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PART-C
TECHNICAL SPECIFICATIONS AND SPECIAL CONDITIONS OF CONTRACT

Technical Specification:

SL. NO.	ITEM DESCRIPTION	PART NO.	QUANTITY
1	Lower Roller	Q8101-12	20 Nos.
2	Driving Wheel (Drive Sprocket)	Q8001-4-1	2 Nos.
3	Track Shoe	Q8101-6-1**	15 Nos.
4	Supervision of Fitment of Spares (Lump Sum)		1 lot

Special Conditions of Contract:(a) Scope:

Vendor has to supply spares as mentioned above for QUY80B FUSHUN makes 80MT Crawler Crane (Sl. No. - 1027) at BHEL: PSER's IB Valley site, Odisha.

Vendor has to supervise the fitment of supplied spares at BHEL: PSER's IB Valley site, Odisha.

(b) Delivery period

For Supply: Within 08 (Eight) Weeks from the Date of issue of LOI on F.O.R. Destination basis.

For Supervision of Fitment: - Supervision of Fitment of spares shall be completed within 15 (Fifteen) working days from the date of written intimation by BHEL.

(c) Taxes & Duties:

1. Evaluation Criteria: All inclusive Total F.O.R IB Valley Site Price for Supply of Spares i.e [Basic + Packing & Forwarding + Excise Duty + CST/VAT without c-form + Transportation + Transit Insurance + Any other charges] + Lump-sum & Firm Price for Supervision of Fitment of spares including all taxes & duties but excluding Service Tax, Swachh Bharat Cess, Krishi Kalyan Cess & BOCW cess.

2. Waybill / Road Permit ; If any, required shall be provided by BHEL.

3. Entry Tax / Octroi: If any, is to be borne by BHEL.

4. Concessional Form i.e. C-FORM shall not be provided by BHEL.

(d) Payment Terms:

100% payment shall be released within 30 days after successful completion of supply of spares and after supervision of fitment of spares at BHEL: PSER's IB Valley Site on submission of Original Tax Invoice in triplicate, Delivery Challan, SRV from Site, Work completion certificate & Warranty certificate.

However, If supervision of fitment of spares at site is delayed beyond 03 (Three) months from the date of complete delivery at site (for the reasons not attributable to Vendor), then 90% payment for supply of spares shall be released and balance 10% payment for supply of spares along with supervision charges shall be released after complete fitment of spares.

Vendor should furnish a performance bank guarantee as mentioned in Part-B GENERAL CONDITIONS OF CONTRACT (GCC).

(e) Warranty: 12 months from the date of complete delivery of spares at site or 06 months from the date of fitment completion, whichever is earlier.(f) Consignee: CONSTRUCTION MANAGER, BHEL SITE OFFICE, 2X660MW, UNIT 3 AND 4, IB THERMAL POWER STATION-OPGCL BANHARPALLI, JHARSUGURA, ORISSA- 768234

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : (033) 23398220

(g) General:

- 1) *BIDDER SHALL VISIT SITE BEFORE SUBMISSION OF OFFER AND NOTE THE JOB CONTENT & SITE CONDITIONS ETC.*
- 2) All required Tools & tackles and Lifting devices including crane/ hydra shall be provided/ arranged by BHEL. Vendor shall not be held responsible for delay in execution due to non-availability of crane/ hydra and T&P.
- 3) Electrical supply (contingency type) if required, shall be provided by BHEL at a single location nearby your work site.
- 4) Skilled/ unskilled labour, technician etc. for fitment of the spares and repairment of the crane shall be provided by the BHEL.
- 5) All Safety rules and ESIC regulations must be followed strictly. You must ensure complying of all statutory requirement at site (e.g. availability of WC policy, PF of Supervisor etc)
- 6) Schematic Diagram Attached as reference.

SIGNATURE OF THE BIDDER WITH SEAL AND DATE

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : (033) 23398220

PART-E (PRICE SCHEDULE)

E-TENDER REF. NO. PSER:PUR:FEX:193:121:(ENQ:16:PP:0015:PUR:172) Dated 22/03/2017.						
NAME OF JOB: "SUPPLY & SUPERVISION OF FITMENT OF SPARE PARTS FOR QUY80B FUSHUN MAKE 80 MT CRAWLER CRANE (SL. NO. 1027) AT BHEL: PSER'S IB VALLEY SITE, ODISHA".						
SL. NO.	ITEM DESCRIPTION	PART NO.	QUANTITY	UOM	UNIT BASIC PRICE (IN RS.)	TOTAL BASIC PRICE (IN RS.)
1	LOWER ROLLER	Q8101-12	20	NUMBER		
2	DRIVING WHEEL (DRIVE SPROCKET)	Q8001-4-1	2	NUMBER		
3	TRACK SHOE	Q8101-6-1**	15	NUMBER		
A	Total Basic Price for sl. no. 1 to 3 (Amount)					
B	Packing & Forwarding (Amount)					
C	Excise Duty (%)					
D	Excise Duty (Amount)					
E	VAT (%)					
F	CST (C-form shall not given by BHEL) (%)					
G	VAT / CST (C-form shall not given by BHEL) (Amount)					
H	Transportation Charges (Amount)					
I	Transit Insurance Charges (Amount)					
J	Any other charges (Please Specify the name of charge in Right hand column)					
K	Any Other Charges (Amount)					
L	ALL INCLUSIVE TOTAL F.O.R IB VALLEY SITE PRICE FOR SUPPLY OF SPARES I.E (SUM OF AMOUNT OF SL. NO. A + B + D + G + H + I + K) SAY.....P1)					
M	LUMP-SUM & FIRM PRICE FOR SUPERVISION OF FITMENT OF SPARES INCLUDING ALL TAXES & DUTIES BUT EXCLUDING SERVICE TAX, SWACHH BHARAT CESS, KRISHI KALYAN CESS & BOCW CESS SAY.....P2					
N	GRAND TOTAL PRICE FOR SUPPLY OF SPARES & SUPERVISION OF FITMENT OF SPARES I.E Sum of Amount of Sl. No. L and Sl. No. M SAY.....P = (P1 + P2).					
Note:-						
i.	BHEL shall not issue C –form I.E. CONCESSIONAL SALES TAX FORM SHALL NOT BE PROVIDED BY BHEL FOR INTER-STATE PURCHASE. BIDDERS QUOTING IN CST SHALL QUOTE FULL RATE OF TAX.					
ii.	Service Tax, Swachh Bharat Cess, Krishi Kalyan Cess & BOCW Cess shall be paid extra, as applicable.					
iii.	Way bill/Road permit (if any required) shall be given by BHEL.					
iv.	Discounts offered by the vendor in price shall not be entertained by BHEL.					
v.	ENTRY TAX /OCTROI: If any, is to be borne by BHEL.					
vi.	Bidder must quote the price elements mentioned in price schedule. If any element left blank shall be construed as the price is included in all inclusive F.O.R. price.					
vii.	Bidder must quote for all items, otherwise their offer may not be considered for evaluation.					
viii.	Purchase order shall be issued on "Sl. No. N" above. Sl. No. N is the Evaluation criteria. Original excise invoice shall be submitted by the bidder to claim CENVATABLE ED amount.					
ix.	BIDDER'S QUOTED RATE/PRICE SHALL REMAIN FIRM FOR OFFER VALIDITY PERIOD.					
x.	BIDDER SHALL CLEARLY SPECIFY THE KIND OF SALE I.E. WHETHER IT IS INTERSTATE SALE (CST SALE) OR INTRASTATE SALE (VAT SALE) IN THEIR OFFER, & SHALL QUOTE IN CORRESPONDING CST / VAT ABOVE.					
xi.	BIDDER TO QUOTE THEIR PRICE IN INR ONLY.					
SIGNATURE OF THE BIDDER WITH SEAL AND DATE						
Very Important Note: Any other document (if uploaded by bidder) in Price Bid/ Schedule apart from tendered Price Schedule (PART-E) shall not be taken into cognizance for evaluation of offer. Any Modification in Price schedule in any way by bidder is not acceptable & shall be considered as tampering of tender document.						

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : (033) 23398220

PART-E (UNPRICED PRICE SCHEDULE)**E-TENDER REF. NO. PSER:PUR:FEX:193:121:(ENQ:16:PP:0015:PUR:172) Dated 22/03/2017.****NAME OF JOB: "SUPPLY & SUPERVISION OF FITMENT OF SPARE PARTS FOR QUY80B FUSHUN MAKE MT CRAWLER CRANE (SL. NO. 1027) AT BHEL: PSER'S IB VALLEY SITE, ODISHA".**

SL. NO.	ITEM DESCRIPTION	PART NO.	QUANTITY	UOM	UNIT BASIC PRICE (IN RS.)	TOTAL BASIC PRICE (IN RS.)
1	LOWER ROLLER	Q8101-12	20	NUMBER		
2	DRIVING WHEEL (DRIVE SPROCKET)	Q8001-4-1	2	NUMBER		
3	TRACK SHOE	Q8101-6-1**	15	NUMBER		
A	Total Basic Price for sl. no. 1 to 3 (Amount)					
B	Packing & Forwarding (Amount)					
C	Excise Duty (%)					
D	Excise Duty (Amount)					
E	VAT (%)					
F	CST (C-form shall not given by BHEL) (%)					
G	VAT / CST (C-form shall not given by BHEL) (Amount)					
H	Transportation Charges (Amount)					
I	Transit Insurance Charges (Amount)					
J	Any other charges (Please Specify the name of charge in Right hand column)					
K	Any Other Charges (Amount)					
L	ALL INCLUSIVE TOTAL F.O.R IB VALLEY SITE PRICE FOR SUPPLY OF SPARES I.E (SUM OF AMOUNT OF SL. NO. A + B + D + G + H + I + K) SAY.....P1					
M	LUMP-SUM & FIRM PRICE FOR SUPERVISION OF FITMENT OF SPARES INCLUDING ALL TAXES & DUTIES BUT EXCLUDING SERVICE TAX, SWACHH BHARAT CESS, KRISHI KALYAN CESS & BOCW CESS SAY.....P2					
N	GRAND TOTAL PRICE FOR SUPPLY OF SPARES & SUPERVISION OF FITMENT OF SPARES I.E Sum of Amount of Sl. No. L and Sl. No. M SAY.....P = (P1+P2)					
Note:-						
i.	BHEL shall not issue C –form I.E. CONCESSIONAL SALES TAX FORM SHALL NOT BE PROVIDED BY BHEL FOR INTER-STATE PURCHASE. BIDDERS QUOTING IN CST SHALL QUOTE FULL RATE OF TAX.					
ii.	Service Tax, Swachh Bharat Cess, Krishi Kalyan Cess & BOCW Cess shall be paid extra, as applicable.					
iii.	Way bill/Road permit (if any required) shall be given by BHEL.					
iv.	Discounts offered by the vendor in price shall not be entertained by BHEL.					
v.	ENTRY TAX /OCTROI: If any, is to be borne by BHEL.					
vi.	Bidder must quote the price elements mentioned in price schedule. If any element left blank shall be construed as the price is included in all inclusive F.O.R. price.					
vii.	Bidder must quote for all items, otherwise their offer may not be considered for evaluation.					
viii.	Purchase order shall be issued on "Sl. No. N" above. Sl. No. N is the Evaluation Criteria. Original excise invoice shall be submitted by the bidder to claim CENVATABLE ED amount.					
ix.	BIDDER'S QUOTED RATE/PRICE SHALL REMAIN FIRM FOR OFFER VALIDITY PERIOD.					
x.	BIDDER SHALL CLEARLY SPECIFY THE KIND OF SALE I.E. WHETHER IT IS INTERSTATE SALE (CST SALE) OR INTRASTATE SALE (VAT SALE) IN THEIR OFFER, & SHALL QUOTE IN CORRESPONDING CST / VAT ABOVE.					
xi.	BIDDER TO QUOTE THEIR PRICE IN INR ONLY.					
xii.	BIDDER TO MENTION "QUOTED" OR "NOT-QUOTED" IN THE PRICE/RATE COLUMN FROM THE DROP DOWN MENU.					
SIGNATURE OF THE BIDDER WITH SEAL AND DATE						
Very Important Note: Any other document (if uploaded by bidder) in Price Bid/ Schedule apart from tendered Price Schedule (PART-E) shall not be taken into cognizance for evaluation of offer. Any Modification in Price schedule in any way by bidder is not acceptable & shall be considered as tampering of tender document.						

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : (033) 23398220

PART-H (FORMS AND PROCEDURES)**F-01****PROFORMA OF BANK GUARANTEE (in lieu of CONTRACT EXECUTION/SECURITY DEPOSIT)**

In consideration of the Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at BHEL House, Siri Fort, Asiad, New Delhi – 110049 through its Unit at Bharat Heavy Electricals Limited, Power Sector Eastern Region, BHEL Bhawan, Plot No 9/1, DJ Block, Sector-II, Salt lake City, Kolkata – 700091 having agreed to exempt (Name of the Vendor / Contractor / Supplier) having its registered office at _____¹ (hereinafter called the said Contractor which term includes supplier), from demand under the terms and conditions of the Contract reference No. _____² dated _____² valued at Rs.² (Rupees -- -----)² for <Nature of the Work>³ (hereinafter called the said Contract) of Security Deposit for the due fulfilment by the said contractor of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for Rs. _____⁴ (Rupees _____ only), we _____ (indicate the name and address of the Bank) having its Head Office at _____ (address of the head Office) (hereinafter referred to as the Bank) at the request of _____ [Name of Contractor(s)] do hereby undertake to pay to the Employer an amount not exceeding Rs. _____ in the event of any breach by the said Contractor(s) of any of the terms and conditions contained in the said Contract.

We, _____ (indicate the name of the Bank), do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Employer. Any such demand made on the bank, shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this guarantee shall be a valid discharge of our liability for payment hereunder and the Contractor(s) shall have no claim against us for making such payment. We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claim satisfied or discharged or till _____⁵ or till the office/Department/Division of Bharat Heavy Electricals Limited certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) and also including the satisfactory performance of the equipment during guarantee period and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____⁶, (3 months more than the present date of validity of Bank Guarantee) we shall be discharged from all the liability under this guarantee thereafter.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : (033) 23398220

We, _____ (indicate the name of the Bank) further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

We,..... BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....⁷
- b) This Guarantee shall be valid up to⁸
- c) Unless the Bank is served a written claim or demand on or before⁹ (3 months more than the present date of validity of Bank Guarantee) all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, _____ (indicate the name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Any claim or dispute arising under the terms of this document shall only be enforced or settled in the courts of at Kolkata only.

Date _____ Day of _____

for _____ (indicate the name of the Bank)

(Signature of Authorised signatory)

¹ NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER .

² DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

³ PROJECT/SUPPLY DETAILS

⁴ BG AMOUNT IN FIGURES AND WORDS

⁵ VALIDITY DATE

⁶ DATE OF EXPIRY OF CLAIM PERIOD

⁷ BG AMOUNT IN FIGURES AND WORDS.

⁸ VALIDITY DATE

⁹ DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. Units are advised that expiry of claim period may be kept 2/3 months after validity date.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : (033) 23398220

2. In Case of Bank Guarantees submitted by Foreign Vendors-

- a. From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
- b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**
- b.1** In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank (BHEL's Consortium Bank). It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
- b.2** In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.
- b.3** The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.
- b.4** The BG should clearly specify that the demand or other document can be presented in electronic form.

F-02**BANK GUARANTEE FOR PERFORMANCE SECURITY**

Bank Guarantee No:

Date:

To

NAME & ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of the Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at BHEL House, Siri Fort, Asiad, New Delhi – 110049 through its Unit at Bharat Heavy Electricals Limited, Power Sector Eastern Region, BHEL Bhawan, Plot No 9/1, DJ Block, Sector-II, Salt lake City, Kolkata – 700091 having awarded to (Name of the Vendor / Contractor / Supplier) having its registered office at _____¹ hereinafter referred to as the 'Contractor/Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated² valued at Rs.....² (Rupees -----)for <Nature of Work>³ (hereinafter called the 'Contract') and the Contractor having agreed to provide a Contract Performance Guarantee, equivalent to% (.... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

We,, (hereinafter referred to as the Bank), having registered/Head office at and inter alia a branch at being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer a maximum amount Rs ----- (Rupees -----)⁴ without any demur, immediately on a demand from the Employer, . Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor/ Supplier in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the contractors/supplier shall have no claim against us for making such payment.

We thebank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : (033) 23398220

We BANK further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Contractor/Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Contractor/Supplier and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor/Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Contractor/Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer 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 that the Employer may have in relation to the Contractor's liabilities.

This Guarantee shall remain in force upto and including.....⁵ and shall be extended from time to time for such period as may be desired by Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor/Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

Unless a demand or claim under this guarantee is made on us in writing on or before the⁶ (3 months more than the present date of validity of Bank Guarantee) we shall be discharged from all liabilities under this guarantee thereafter.

We, BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....⁷
- b) This Guarantee shall be valid up to⁸
- c) Unless the Bank is served a written claim or demand on or before⁹ (3 months more than the present date of validity of Bank Guarantee) all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, _____ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

Any claim or dispute arising under the terms of this document shall only be enforced or settled in the courts of at Kolkata only.

For and on behalf of
(Name of the Bank)

Dated.....

Place of Issue.....

¹ NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

² DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

³ PROJECT/SUPPLY DETAILS

⁴ BG AMOUNT IN FIGURES AND WORDS

⁵ VALIDITY DATE

⁶ DATE OF EXPIRY OF CLAIM PERIOD

⁷ BG AMOUNT IN FIGURES AND WORDS.

⁸ VALIDITY DATE

⁹ DATE OF EXPIRY OF CLAIM PERIOD

Note:

i) Units are advised that expiry of claim period may be kept 2/3 months after validity date.

ii) In Case of Bank Guarantees submitted by Foreign Vendors-

c. **From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.

d. **From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**

b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank (BHEL's Consortium Bank). It is advisable that all charges for issuance of Bank Guarantee/ counter-Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.

b.2 In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.

b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.

b.4 The BG should clearly specify that the demand or other document can be presented in electronic form.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : (033) 23398220

LIST OF CONSORTIUM BANKS FOR BANK GUARANTEE

List of Consortium Banks *			
	Nationalised Banks		Nationalised Banks
1	Allahabad bank	19	Vijaya Bank
2	Andhra bank		Public Sector Banks
3	Bank of Baroda	20	IDBI
4	Canara Bank		Foreign banks
5	Corporation bank	21	CITI Bank N.A
6	Central bank	22	Deutsche Bank AG
7	Indian Bank	23	The Hongkong and Shanghai Banking Corporation Limited
8	Indian Oversea Bank	24	Standard Chartered Bank
9	Oriental bank of Commerce	25	J P Morgan
10	Punjab National Bank		
11	Punjab & Sindh Bank		Private banks
12	State Bank of India	26	Axis Bank
13	State Bank of Hyderabad	27	The Federal Bank Limited
14	Syndicate Bank	28	HDFC
15	State Bank of Travancore	29	Kotak Mahindra Bank
16	UCO Bank	30	ICICI
17	Union Bank of India	31	Indusind Bank
18	United Bank of India	32	Yes Bank

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

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F-03

RTGS FORMAT

Form for getting payment through RTGS (Real Time Gross Settlement)

01. NAME OF VENDOR
02. ADDRESS
03. VENDOR'S BANK A/C NAME
04. VENDOR'S BANK A/C NO.
05. NAME OF BANK
06. NAME OF BRANCH
07. BRANCH PH. NO.
08. CITY
09. IFSC CODE OF THE BRANCH

THE CHARGES IF ANY FOR PAYMENT THROUGH RTGS MAY BE RECOVERED FROM THE BILL SUBMITTED BY US.

SIGNATURE OF AUTHORISED REPRESENTATIVE
OF VENDOR WITH DATE & SEAL

CONFIRMATION BY BANKER WITH
OFFICE SEAL

**Note: Incorrect information will create accounting complications and payment
Will be delayed.**

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : (033) 23398220

F-04FORMAT FOR DETAILS OF BIDDER

NAME OF BIDDER	
FAX NO.	
Registration Number*	
Name of Partners / Directors	
Bidder Type Indian/ Foreign*	
City*	
State*	
Country*	
Postal Code*	
PAN/TAN Number*	
Company's Establishment Year	
Company's Nature of Business*	
Company's Legal Status* {limited company/undertaking/joint venture/partnership/other}	
Company Category* {micro unit as per MSME/small unit as per MSME/medium unit as per MSME/Ancillary unit/project affected person of this company/ssi/ other}	
Enter Company's Contact Person Details Title(Mr. / Mrs. / Ms. / Dr. / Shri)*	
Contact Name*	
Date Of Birth*	
Correspondence Email* (Correspondence Email ID can be same as your Login ID. All the mail correspondence will be sent only to the Correspondence Email ID.)	
Designation	
Phone*	
Mobile*	

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RTGS DETAILS OF BHEL-PSER FOR EFT BY BIDDER/CONTRACTOR

Form for getting payment through RTGS (Real Time Gross Settlement)

01. Name of Vendor **BHARAT HEAVY ELECTRICALS LTD.**
 02. Address **~~BHEL~~ BHEL HOUSE, SIRI FORT, N. DELHI**
 03. Vendors Bank A/c Name **BHARAT HEAVY ELECTRICALS LTD.**
 04. Vendors Bank A/c No. **11107800029**
 05. Name of Bank **STATE BANK OF INDIA**
 06. Name of Branch **COMMERCIAL BR., SALT LAKE, SECTOR-V**
 07. Branch Phone No. **KOLKATA**
 08. City **033-23575666**
 09. IFSC Code of the Branch **KOLKATA**
SBIN 0004289

The charges if any for payment through RTGS may be recovered from the Bill submitted by us.

Signature of 
 के. के. कोआरी / K. K. Coari
 Representative of Vendor
 उप महाप्रबंधक (वित्त) / Dy. General Manager (Fin) seal
 बी. एच. ई. एल. : पो.एस.ई.आर. : कोलकाता - 700 091
 BHEL:PSER / Kolkata-700 091

Confirmation by Banker
 with office seal


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