



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: 033-23398220, 23211690, FAX: 033-
23211960

NOTICE INVITING TENDER (NIT)

OFFERS ARE INVITED FROM **REPUTED & EXPERIENCED BIDDERS ONLY** (MEETING PRE-QUALIFICATION CRITERIA AS MENTIONED) **THROUGH E-PROCUREMENT PORTAL <https://bhel.abcprocure.com> ONLY** for THE SUBJECT JOB BY THE UNDERSIGNED ON BEHALF OF BHARAT HEAVY ELECTRICALS LIMITED AS PER THE TENDER DOCUMENT. WHERE "LOCAL" IS DEFINED AS PER PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) ORDER 2017 BY GOVT. OF INDIA, VIDE ORDER NO. P-45021/2/2017-B.E.-II DATED 15/06/2017, 28/05/2018 & ALL SUBSEQUENT CLARIFICATIONS & ORDER DTD. 29/08/2018. 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: 201(I):043 DATE: 25/07/2019	
ii	Broad Scope of job	SUPPLY AND SUPERVISION OF INSTALLATION & COMMISSIONING OF ROPE SUSPENDED ANNULAR CIRCULAR PLATFORM WITH AUTOMATIC HOIST ARRANGEMENT & ALL OTHER ACCESSORIES FOR LINER APPLICATION INSIDE CHIMNEY FLUE CAN AT BHEL PSER'S BARH SITE, BIHAR.DETAILS AS PER PART-C OF TENDER.	
iii	ISSUE OF TENDER DOCUMENTS	a) <i>Online through e-procurement platform at https://bhel.abcprocure.com</i> b) In BHEL website (www.bhel.com & CPP Portal) : For tender view purpose only	1. <i>Applicable</i> 2. <i>Applicable</i>
iv	DUE DATE & TIME OF OFFER SUBMISSION	<i>Date: 05/08/2019, Time: 15-00 Hrs. IST</i> <i>(Offer to be submitted online only through e-procurement platform at https://bhel.abcprocure.com)</i>	<i>Applicable</i>
v	TECHNO-COMMERCIAL BID OPENING OF TENDER	<i>Date: 05/08/2019, Time: 16-00 Hrs. IST</i> <i>(online only through e-procurement platform at https://bhel.abcprocure.com , participating bidders may witness the same online only)</i>	<i>Applicable</i>
vi	EMD AMOUNT	INR 60,000/-(Rupees Sixty Thousand Only/-)	<i>Applicable</i>
vii	COST OF TENDER	--	<i>Not Applicable</i>
viii	LAST DATE FOR SEEKING CLARIFICATION	<i>Date: 30/07/2019</i>	<i>Applicable</i>
ix	SCHEDULE OF Pre Bid Discussion (PBD)	If any, shall be intimated through Tender Change Notice (TCN)	<i>Not Applicable</i>
x	INTEGRITY PACT &	--	<i>Not Applicable</i>

	DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)		
xi	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 Corrigendum & CPP Portal →Tender Notice & E-PROCUREMENT PORTAL (https://bhel.abcprocure.com). Bidders to keep themselves updated with all such information.	<i>Shall be intimated to bidder</i>

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.**

**For E-PROCUREMENT ASSISTANCE & TRAINING, M/s E-PROCUREMENT TECHNOLOGIES LIMITED
HELPDESK PERSONS AS PER FOLLOWING: -**

- Mr. Swapnil Hamilton, Support Executive, Ph: +91 7940270549, e-mail ID: swapnil.h@eptl.in
- Mr. Hardik Oza, Support Executive, Ph: +91 7940270560, e-mail ID: hardik.oza@eptl.in
- Mr. Ankur Bhatt, Support Executive, Ph: +91 7940270590, e-mail ID: ankur.bhatt@eptl.in
- Mr. Prashant Rajyaguru, Asst. Manager - Implementation & Support, Ph: +91 7940270545 / 08160087732/ 09016859416, e-mail ID: prashant@eptl.in

or for any difficulty in downloading the tender from internet website, they should contact this office (Asst. Engineer, Purchase or AGM, Purchase Phone no. 033-23398261/8220). No alteration/changes by bidders is permitted in the tender/NIT appeared in the website.

- Successful bidder shall have to submit additional set of tender/sign on tender document provided by BHEL, if so decided by BHEL.
- This is an E-tender floated online through our E-Procurement Site <https://bhel.abcprocure.com>. The bidder should respond by submitting their offer online only in our e-Procurement platform at <https://bhel.abcprocure.com>. 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
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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 & unpriced 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 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—Unpriced but mentioning only quoted / unquoted against each item as per tender. (To be attached in Unpriced 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)** Offer & documents submitted with the offer shall be signed and stamped in each page by authorised representative of the bidder. 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 / Annexures 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.
3. **EARNEST MONEY DEPOSIT (EMD):**
- Every tender must be accompanied by the prescribed amount of Earnest Money Deposit in any one of the following forms:
 - Cash deposit as permissible under the extant Income Tax Act (Before tender opening) - The amount should be remitted by the party to the Cashier of Bharat Heavy Electricals Limited, PS-ER, Kolkata between 14.00 hours and 16.00 hours on working days and cash receipt issued by him shall be enclosed along with the tender.
 - Electronic Fund Transfer credited in Bharat Heavy Electricals Limited, PS-ER' account (before tender opening). RTGS details of BHEL-PSER is available in tender.
 - Banker's Cheque/Pay Order/Demand Draft payable at Kolkata duly pledged in Favour of Bharat Heavy Electricals Limited, Kolkata (along with offer).
 - Any other mode as per latest guidelines issued by Govt. of India.

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- f. 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.
 - g. Tenders received without Earnest Money in full in the manner prescribed above are liable to be rejected. EMD shall not carry any interest.
 - h. The Earnest Money Deposit of the successful tenderer will be REFUNDED ON ACCEPTANCE OF AWARD/LOI/PO by successful tenderer. The EMD of successful bidder shall be returned after submission of Contract Execution BG.
 - i. BHEL reserves the right of forfeiture of Earnest Money Deposit submitted by the tenderer if :-
 - a) 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.
 - b) The Contractor fails to deposit the required Security Deposit or commence the work within the period as per LOI/Contract.

EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/contractors" and forfeited/released based on the action as determined under these guidelines".

- 4. 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.
- 5. 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 tender wholly or partly without assigning any reason thereof. BHEL also reserve the right to split/part award the job. Also, BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).
- 6. Since the job shall be executed at site, the bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including Law and Order situation, applicable Wage structure, Wage rules, present condition of machines etc. before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions. No additional claim shall be entertained by BHEL in future, on account of non-acquaintance of site/machine conditions at the time of bidding.
- 7. For any clarification on the tender document, you may seek the same in writing or through e-procurement portal/platform as per specified format within the last date of seeking clarification as per tender. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay, and receipt of any query after due date shall not be entertained.
- 8. BHEL may decide holding Pre-bid Discussion [PBD] with all 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. Outcome of PBD (if any) shall also form part of tender.
- 9. 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.

10. 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/ contradictions between any two clauses of tender document, the same to be brought to the knowledge of BHEL by bidders in writing for clarification before due date of seeking clarification, otherwise, more stringent requirement as may be interpreted by BHEL shall prevail and shall be binding on you. Any typing error/missing pages/ other clerical errors in the tender documents, noticed by you must be pointed out before submission of offer, or else, BHEL's interpretation shall prevail & binding on you.
11. Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
12. 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.
13. **The Bidder has to satisfy the Pre-Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened, who will qualify for the subject job on the basis of pre-qualification evaluation & Techno-Commercial bids etc. BHEL reserves the right to reject the bidders with unsatisfactory past performance in the execution of a contract. BHEL's decision in this regard shall be final & binding.**
14. While BHEL reserve the right to open the price bid of the offers in camera, the date & time to open the PRICE BID, tender opening shall be intimated to the bidders in case BHEL decides it to be 'Public opening' and in such a case, one authorised representative of the bidder shall be allowed to attend.
15. Price Bids shall be evaluated in the manner as prescribed in Price Schedule. However, Unit Rates shall also be furnished if applicable in the Price Schedule.
16. ***Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.***
17. **Bidders are required to submit their BEST price as per tender Price Schedule format in e-procurement portal/platform in the form & manner as mentioned in tender.**
18. ***"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.***
19. ***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).

- 20. 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.*
- 21. In case of enquiry through e-procurement portal/platform, the sealed electronic price bid (e-bid) is to be treated as sealed envelope bid.*
- 22. 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 extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).*
- 23. 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 DY. ENGINEER /PURCHASE, BHEL, KOLKATA.*
- 24. 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 in e-procurement portal/platform, 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.*
- 25. 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.*
- 26. 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.*
- 27. The offers of the bidders who are on the banned list as also the offer of the bidders, who engages the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.*
- 28. The bidder shall submit documents in support of possession of 'Qualifying Requirements' duly self certified and stamped/ digitally signed (as applicable) 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.*
- 29. The bidder may have to produce original document for verification if so decided by BHEL.*

30. **Suspension of Business dealings with Suppliers/ Contractors:** 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.
31. "For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15/06/2017, 28/05/2018 and subsequent Orders issued by respective Nodal Ministry (Order dtd. 29/08/2018) shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable".
32. "MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS & DC, MSME) 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-B 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: -

Type under MSME	SC/ST owned	Women 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.

33. **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/Tender change notice (TCN) etc. issued in respect of the tender documents by BHEL
 - Notice Inviting Tender (NIT)
 - Price Schedule
 - Technical Specifications and Special Terms and Conditions of Contract - Part-C
 - General and Special Conditions of Contract (GCC)- Part-B

All the bidders are requested to note that all the errata / technical clarifications / corrigendum / extension etc. shall be published THROUGH E-PROCUREMENT PORTAL <https://bhel.abcpurchase.com> and in website www.bhel.com & <http://eprocure.gov.in> . As such, all the bidders are requested to be in continuous touch with these websites.

for BHARAT HEAVY ELECTRICALS LTD.

DY MANAGER (PURCHASE)

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.	033-23398225, 23398220, 23211690
	FAX no.	033-23211960
	E-mail ID	malini@bhel.in , sukhen@bhel.in
M/s E-PROCUREMENT TECHNOLOGIES LIMITED	For E-PROCUREMENT ASSISTANCE & TRAINING, M/s E-PROCUREMENT TECHNOLOGIES LIMITED HELPDESK PERSONS AS PER FOLLOWING: - 1) Mr. Swapnil Hamilton, Support Executive, Ph: +91 7940270549, e-mail ID: swapnil.h@eptl.in 2) Mr. Hardik Oza, Support Executive, Ph: +91 7940270560, e-mail ID: hardik.oza@eptl.in 3) Mr. Ankur Bhatt, Support Executive, Ph: +91 7940270590, e-mail ID: ankur.bhatt@eptl.in 4) Mr. Prashant Rajyaguru, Asst. Manager - Implementation & Support, Ph: +91 7940270545 08160087732/ 09016859416, e-mail ID: prashant@eptl.in	

Enclosures:

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

ANNEXURE-IPRE – QUALIFICATION CRITERIA

Broad Scope of job	SUPPLY AND SUPERVISION OF INSTALLATION & COMMISSIONING OF ROPE SUSPENDED ANNULAR CIRCULAR PLATFORM WITH AUTOMATIC HOIST ARRANGEMENT & ALL OTHER ACCESSORIES FOR LINER APPLICATION INSIDE CHIMNEY FLUE CAN AT BHEL PSER'S BARH SITE, BIHAR.DETAILS AS PER PART-C OF TENDER.
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SL NO	CRITERIA
A	PRE-QUALIFICATION CRITERIA
1.0	BIDDER SHALL BE ORIGINAL EQUIPMENT MANUFACTURER OR AUTHORIZED DEALER/ SALES & SERVICE AGENCY OF THE MANUFACTURER OF ROPE SUSPENDED SKY CLIMBING PLATFORM HAVING CAPACITY OF SWL-600 KG OR ABOVE. SUPPORTING DOCUMENTS NEED TO BE SUBMITTED TO SUBSTANTIATE THE SAME.
2.0	BIDDER MUST HAVE SUPPLIED & SUCCESSFULLY INSTALLED , COMMISSIONED AT LEAST 1 SET OF ROPE SUSPENDED SKY CLIMBING PLATFORM OF SWL-600 KG OR ABOVE IN INDIA DURING LAST SEVEN (7) YEARS AS ON DATE OF SUBMISSION OF OFFER. P.O. COPY, WORK COMPLETION CERTIFICATE AND OTHER RELEVANT DOCUMENTS ARE REQUIRED TO BE FURNISHED IN SUPPORT OF THE SAME.
3.0	BIDDER SHALL HAVE SERVICING NETWORK IN INDIA. ADDRESS OF SUCH OFFICES ALONG WITH SERVICE ORGANISATION STRUCTURE AND CONTACT POINT DETAILS TO BE FURNISHED.
4.0	BIDDER SHOULD HAVE AVERAGE MINIMUM ANNUAL FINANCIAL TURNOVER OF RS.6.00 LAKH DURING THE LAST 3 (THREE) YEARS, ENDING ON 31/03/2018. AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT OF THE COMPANY NEED TO BE SUBMITTED FOR LAST 3 (THREE) FINANCIAL YEARS, ENDING ON 31/03/2018 IN SUPPORT OF ABOVE REQUIREMENT. IN CASE AUDITED FINANCIAL STATEMENTS HAVE NOT BEEN SUBMITTED FOR ALL THE 3 (THREE) YEARS AS INDICATED ABOVE, THEN THE APPLICABLE AUDITED STATEMENTS SUBMITTED BY THE BIDDERS AGAINST THE REQUISITE 03 (THREE) YEARS, WILL BE AVERAGED FOR 3 (THREE) YEARS. 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.
5.0	BIDDER OR ITS AUTHORISED INDIAN AGENT SHOULD HAVE VALID PAN.

Note:

- i) CONSORTIUM / JV BIDDING IS NOT ALLOWED.
- ii) AFTER SATISFACTORY FULFILMENT OF ALL THE ABOVE CRITERIA, OFFER SHALL BE CONSIDERED FOR FURTHER EVALUATION AS PER NIT AND ALL OTHER TERMS OF THE TENDER.

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- iii) BIDDER SHALL SUBMIT ABOVE PRE-QUALIFICATION CRITERIA FORMAT, DULY FILLED-IN, SPECIFYING RESPECTIVE ANNEXURE NUMBER AGAINST EACH CRITERIA AND FURNISH RELEVANT DOCUMENTS IN THE RESPECTIVE ANNEXURE IN THEIR OFFER.

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

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 AND SUPERVISION OF INSTALLATION & COMMISSIONING OF ROPE SUSPENDED ANNULAR CIRCULAR PLATFORM WITH AUTOMATIC HOIST ARRANGEMENT & ALL OTHER ACCESSORIES FOR LINER APPLICATION INSIDE CHIMNEY FLUE CAN AT BHEL PSER'S BARH SITE, BIHAR.DETAILS AS PER PART-C OF TENDER.	
Ref	1.0	TENDER NO.: PSER:PUR:FEX:201(I):043 Date 25/07/2019
	2.0	Other references (if any).

Dear Sir,

With reference to above tender, 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/newspapers and in case of 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 *and confirm our acceptance to **reverse auctioning process*** and we hereby convey our unqualified acceptance to all terms and conditions as stipulated in the tender and NIT.

It is also confirmed that the price has been quoted in the format received with the enquiry. We confirm that, we do not have any objections to splitting the quantity among the different bidders by BHEL and price shall remain firm till the completion supply of full ordered quantity.

Any deviation found subsequently at any time during execution of order shall be treated null and void.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorised
representative of the contractor)

ANNEXURE-IIIFORMAT FOR SEEKING CLARIFICATION

Job:	SUPPLY AND SUPERVISION OF INSTALLATION & COMMISSIONING OF ROPE SUSPENDED ANNULAR CIRCULAR PLATFORM WITH AUTOMATIC HOIST ARRANGEMENT & ALL OTHER ACCESSORIES FOR LINER APPLICATION INSIDE CHIMNEY FLUE CAN AT BHEL PSER'S BARH SITE, BIHAR.DETAILS AS PER PART-C OF TENDER.			
Tender No.:	TENDER NO.: PSER:PUR:FEX:201(I):043 Date 25/07/2019			
Sl. no	Reference clause of tender document	Existing provision	Bidder's query	BHEL's clarification

ANNEXURE-IVTERMS & 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, GST 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) will not be allowed to participate in further RA process provided minimum three bidders are left after removal of H1 bidder. In case of tie for H1 bid (identical online sealed bids), 15 minutes' additional time shall be provided and all the participating bidders shall be informed by mail/message on bidding screen to enable bidders submit revised online sealed bids so as to break the tie.
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'.

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.

1.4	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.
1.4	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.

ANNEXURE-VI**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

ANNEXURE-VIIDECLARATION 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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ANNEXURE-BOCW

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.

PART – B: GENERAL CONDITIONS OF CONTRACT (GCC)

SL. NO.	BHEL STANDARD TERMS	SUPPLIER CONFIRMATION
01	Our requirement is for use at BHEL: PSER'S BARH SITE, BIHAR. Offers are invited to submit in three-parts. Part-I: TECHNICAL-CUM-COMMERCIAL AND UN PRICED BID: Consisting of complete technical details, catalogues, drawings and all commercial terms. (Money values shall not be indicated i.e. un price bid). Following formats are to be filled and submitted in a single cover super scribing as Technical - cum - Commercial and Un Priced Bid, Tender Enquiry No. and Due Date. :- (i) EMD, if any, as per tender. Please arrange to submit EMD in a separate sealed envelope inside the envelope containing techno-commercial bid i.e. PART-I of tender. (ii) Technical Specification details confirming to technical specification (PART C OF TENDER) & Catalogues to be enclosed (if any) (iii) BHEL Standard Terms & Conditions. (iv) Un Price Bid (v) Confirmation of pre-qualification criteria & All documents to be downloaded from BHEL's website www.bhel.com. PART- II: PRE-Q: All PRE-Q documents to be submitted. Part-III: PRICE BID Price to be quoted in the format enclosed. (Any preconditions for price will not be accepted and the tender will be rejected). Techno-commercial & Pre- Q bids shall be opened first & afterwards price bid shall be opened for qualified bidder, who have qualified in Techno-commercial & pre-q bid. If the vendor submits offer i.e. Technical & Price bid together, the offer shall be liable for rejection. <u>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</u> <u>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.</u>	
02	If any vendor sought to quote through their agents "They have to inform to BHEL in advance, before opening date. Otherwise 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.	

SL. NO.	BHEL STANDARD TERMS	SUPPLIER CONFIRMATION
06	<u>TERMS OF PAYMENT:</u> As specified in PART – C OF TENDER. A. Paying Authority: HEAD FINANCE, BHEL PSER OFFICE, KOLKATA. (HOWEVER, BILLS FOR PAYMENT TO BE SUBMITTED IN THE OFFICE OF HEAD-PURCHASE DEPT., BHEL BHAWAN, BHEL-PSER, KOLKATA-700091) B. No advance shall be paid. Payment shall be made through e-payment mode. Successful bidder shall have to submit the requisite details in RTGS format.	
07	<u>WARRANTY:</u> As specified in PART – C OF TENDER.	
08	<u>DELIVERY:</u> As specified in PART – C OF TENDER. <u>Offer with delivery period beyond as mentioned in Part-C 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 & percentage of loading shall be as per clause no.10 of GCC (LD clause).	
09	<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.	
10	<u>LIQUIDATED DAMAGE (LD) / PENALTY:</u> As specified in PART – C OF TENDER.	
11	a) <u>CONTRACT EXECUTION BANK GUARANTEE(CEBG):</u> As specified in PART – C OF TENDER. b) <u>PERFORMANCE BANK GUARANTEE (PBG):</u> As specified in PART – C OF TENDER. c) <u>MODE OF DEPOSIT OF CEBG AND PBG:</u> CEBG/PBG may be furnished in any one of the following forms: - Cash (as permissible under the Income Tax Act). - Local cheques of scheduled banks (subject to realization)/Pay Order/Demand Draft/Electronic Fund Transfer credited in Bharat Heavy Electricals Limited, PS-ER' account. - Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL. Bank Guarantee for S.D. must be posted by the Bank by registered post directly to us, and it should not be submitted by the bidder directly to us. - Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the contractor, A/C BHEL). - Securities available from Indian Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/hypothecated/ pledged, as applicable, in favour of BHEL). - Any other mode as per latest guidelines issued by Govt. of India.	

	BHEL reserves the right of forfeiture of Security Deposit in addition to other claim and penalties in the event of the contractor's failure to fulfil any of the contractual obligations including statutory or in the event of termination of contract as per terms and conditions of contract.	
SL. NO.	BHEL STANDARD TERMS	SUPPLIER CONFIRMATION
12	The sealed tenders super scribing tender number and due date should be addressed to Dy Manager/Purchase or Head/Purchase, Bharat Heavy Electricals Limited, PSER, DJ-9/1, SALT LAKE. SECTOR-II, KOLKATA - 700091, India.	N.A
13	<u>INSPECTION:</u> Details shall be as per PART-C of tender.	
14	The manufacturing progress will have to be furnished to us periodically in the form and manner required by us.	
15	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.	
16	The quotation should be <u>valid at least for a period of 90 days</u> from the tender due date of submission (extended, if any). Price Variation Clause will not be entertained	
17	<u>FORCE MAJUERE:</u> 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.	
18	<u>USE OF LAND:</u> No land belonging to BHEL or their customer, under temporary possession of BHEL shall be occupied by the contractor without the written permission of BHEL.	
19	<u>INSURANCE:</u> i. If due to negligence and /or non-observations of safety and other precautions, any accident / injury occurs to any other person/public, the Contractor shall have to pay necessary compensation and other expenses, if so decided by the appropriate authorities. Third party insurance coverage is to be made by the contractor. ii. If due to contractor's carelessness, negligence or non-observance of safety precautions damage to BHEL's /Customer's property and personnel should occur, and if BHEL is unable to recover, in full, cost from the Insurance Company, the balance will be recovered from the Contractor.	

SL. NO.	BHEL STANDARD TERMS	SUPPLIER CONFIRMATION
20	<u>ARBITRATION & CONCILIATION:</u>	
20.1	<u>ARBITRATION:</u>	
20.1.1	Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 18.2 herein below or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, commence arbitration in respect of such Dispute by issuance of a notice in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice'). The Notice shall contain the particulars of all claims to be referred to arbitration in sufficient detail and shall also indicate the monetary amount of such claim. The arbitration shall be conducted by a sole arbitrator to be appointed by the Head of the BHEL Power Sector Region issuing the Contract within 60 days of receipt of the complete Notice. The language of arbitration shall be English.	
	The Arbitrator shall pass a reasoned award. Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder as in force from time to time shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Kolkata (the place from where the contract is Issued). The Contract shall be governed by and be construed as per provisions of the laws of India. Subject to this provision 18.1.1 regarding ARBITRATION, the principal civil court exercising ordinary civil jurisdiction over the area where the seat of arbitration is located shall have exclusive jurisdiction over any DISPUTE to the exclusion of any other court.	
20.1.2	In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable: In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 as amended from time to time.	
20.1.3	The cost of arbitration shall initially be borne equally by the Parties subject to the final allocation thereof as per the award/order passed by the Arbitrator.	
20.1.4	Notwithstanding the existence of any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner unless the dispute inter-alia relates to cancellation, termination or short-closure of the Contract by BHEL.	
20.2	<u>CONCILIATION:</u> If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation effect, interpretation or breach of the agreement, contract), which the Parties are unable to settle mutually, arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee (IEC) to be	

	appointed by competent authority of BHEL from the BHEL Panel of Conciliators. Notes: 1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators. 2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Procedure 2.3 to this GCC (as available in www.bhel.com). The Procedure 2.3 together with its Formats (as available in www.bhel.com) will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this GCC. The Contractor hereby agrees that BHEL may make any amendments or modifications to the provisions stipulated in the Procedure 2.3 (as available in www.bhel.com) to this GCC from time to time and confirms that it shall be bound by such amended or modified provisions of the Procedure 2.3 (as available in www.bhel.com) with effect from the date as intimated by BHEL to it.	
20.3	<u>NO INTEREST PAYABLE TO CONTRACTOR:</u> Notwithstanding anything to the contrary contained in any other document comprising in the Contract, no interest shall be payable by BHEL to Contractor on any moneys or balances including but not limited to the Security Deposit, EMD, Retention Money, RA Bills or the Final Bill, or any amount withheld and/or appropriated by BHEL etc., which becomes or as the case may be, is adjudged to be due from BHEL to Contractor whether under the Contract or otherwise.	
21	<u>JURISDICTION:</u> 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	<u>RIGHTS OF BHEL:</u> (A) To withdraw any portion of work/supply and/or to restrict / alter the quantum of work/supply as indicated in the contract during the progress of work/supply and get it done through other agency and/or to suit BHEL's commitment to its customer or in case BHEL decides to advance the date of completion due to other emergency reasons / BHEL's obligation to its customer. (B) To terminate the contract or withdraw portion of work/supply and get it done through other agency, at the risk and cost of the contractor after due notice of a period of 14 days' by BHEL in any of the following cases: i) Contractor/Supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/supplier including unexecuted portion of work/supply does not appear to be executable within balance available (#) period considering its performance of execution. ii) Withdrawal from or abandonment of the work by contractor before completion of the work as per contract. iii) Non-completion of work/Non-supply by the Contractor / Supplier within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor/supplier. iv) Termination of Contract on account of any other reason (s) attributable to Contractor/Supplier. v) Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of contract or part thereof by BHEL. vi) Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier. (#) In-case inputs from BHEL/Customer are likely to be delayed or are actually delayed, this delay may also be taken into account while considering balance period available for execution of Contract. (C) Risk & Cost Amount against Balance Work: Risk & Cost amount against balance work shall be calculated as follows: Risk & Cost Amount= [(A-B) + (A x H/100)] Where,	

A= Value of Balance scope of Work/Supply (*) as per rates of new contract
 B= Value of Balance scope of Work/Supply (*) as per rates of old contract being paid to the contractor / supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.
 H = Overhead Factor to be taken as 5
 In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).
 (*) Balance scope of work / supply (in case of termination of contract):
 Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work / Supply for calculating risk & cost amount. Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.
 Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities.
 Substitute / extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute / extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions. However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.
 NOTE: In-case portion of work is being withdrawn, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work / supply' for calculating Risk & Cost amount.
 (D) LD against delay in executed work / supply in case of Termination of Contract:
 LD against delay in executed work / supply shall be calculated in line with LD clause as per GCC/SCC/TCC/Special note/any other annexure of tender document (in compliance with order of precedence), for the delay attributable to contractor / supplier. For this purpose, contract value shall be taken as Executed Value of work / supply for the purpose of limiting the maximum LD value.
 Method for calculation of "LD against delay in executed work / supply" is given below.
 i) Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor / supplier = T1
 ii) Let the value of executed work / supply till the time of termination of contract = X
 iii) Let the Total Executable Value of work / supply for which inputs/fronts were made available to contractor / supplier and were planned for execution till termination of contract = Y
 iv) Delay in executed work / supply attributable to contractor/supplier i.e. $T2 = [1 - (X/Y)] \times T1$
 v) LD shall be calculated in line with LD clause [as per GCC/SCC/TCC/Special note/any other annexure of tender document (in compliance with order of precedence)] of the Contract for the delay attributable to contractor / supplier taking "X" as Contract Value and "T2" as period of delay attributable to contractor/ supplier.
 (E) Recoveries arising out of Risk & Cost and LD or any other recoveries due from Contractor
 Following sequence shall be applicable for recoveries from contractor / supplier on whom risk & cost has been invoked, after informing the contractor / supplier of the total proposed recovery:
 a) Dues available in the form of Bills payable to contractor / supplier, SD, BGs against the same contract.
 b) Demand notice for deposit of balance recovery amount shall be sent to contractor/supplier, if funds are insufficient to effect complete recovery against dues indicated in (a) above.
 c) If contractor / supplier fails to deposit the balance amount to be recovered within the period as prescribed in demand notice, following action shall be taken for balance recovery:
 i) Dues payable to contractor / supplier against other contracts in the same Region / Unit shall be considered for recovery.
 ii) If recovery cannot be made out of dues payable to the contractor / supplier as above,

	balance amount to be recovered, shall be informed to other Regions/Units for making recovery from the Unpaid Bills/Running Bills/SD/BGs/Final Bills of contractor / supplier. iii) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor / supplier.	
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SL. NO.	BHEL STANDARD TERMS	SUPPLIER CONFIRMATION
23	<u>PREVENTION OF EXTRAORDINARY TRAFFIC AND PROTECTION OF HIGHWAY:</u> The Contractor shall use every reasonable means to prevent any of the highways of bridges communicating with or on the routes to the Site from being damaged or injured by any traffic of the contractor or any or his sub-contractors and in particulars shall select routes, choose and use vehicles and restrict and distribute loads so that any such extraordinary traffic as will inevitably arise from the moving of Plant and material from and to the site shall be limited as far as reasonably possible and so that no damage or injury may be occasioned to such highways and bridges. Should it be found necessary for the Contractor to move one of more loads or construction plant machinery or reconstructed units or parts of units or work as applicable over part of a highway or bridge and that the moving or such load must in all probability damage the highway or bridge unless means of protection or strengthening are carried out then the contractor shall before moving the load on to such highway or bridge. Carryout such protection or strengthening at his own cost. If during the execution of the works or at anytime thereafter BHEL or purchaser shall receive any claim arising out of the execution of the works in respect of damage or injury to highways or bridges, he shall immediately notify the same to the contractor and thereafter the contractor shall negotiate the settlement of and pay all sum due in respect of such claim and shall indemnify BHEL in respect thereof and in respect of all claims demands, cost charges and expenses in relation thereto.	
24	<u>CONSIGNEE'S RIGHT OF REJECTION:</u> Notwithstanding any approval which BHEL or the engineer may have given in respect of the plants / equipment / items or any materials or other particulars or the work or workmanship involved in the performance of the order / contract (whether with or without any test carried out by contractor or the engineer or under the direction of the engineer), and notwithstanding delivery of the same where so provided to the interim consignee, it is shall be lawful for the consignee, on behalf of BHEL, to reject the plants / equipments / items or any part, portion or consignment thereof within thirty (30) days after actual delivery, thereof to him at the stipulated place or destination, if such plants / equipment or part, portion of consignment thereof is not in all respects in conformity with the terms and conditions of order / contract whether on account of any loss, storage, deterioration or damage before despatch or delivery or during transit or otherwise, howsoever.	
25	<u>RISK IN STORES:</u> The contractor shall perform the order / contract in all respects in accordance with the terms and conditions thereof. The equipment / plant and every constituent part thereof, whether in the possession or control of the contractor his agents or servants or a carrier, or in the joint possession of the contractor his agent or servants and BHEL, his agents or servants shall remain in every respect at the risk of the contractor until their actual delivery to the consignee at the stipulated place or destination or where so provided in the acceptance of offer until their delivery to a person specified by the BHEL as inter in consignee for the purpose of despatch to the consignee. The contractor shall be solely responsible for all loss destruction damage or deterioration of or to the plants / equipment / items from any cause whatsoever while the same, after approval by the engineer, are awaiting despatch or delivery or are in the course or transit from the seller / contractor to the consignee or interim consignee as the case may be.	

SL. NO.	BHEL STANDARD TERMS	SUPPLIER CONFIRMATION
26	<u>PACKING:</u> i. The packing shall be in conformity with specification and shall be such as to ensure prevention of damages, corrosion, deterioration, shortages, pilferage and loss in transit or storage. ii. The packing shall be capable of withstanding the rigours of transit and handling at various points / ports. iii. In case of shipment by sea the packing shall be sea worthy of international standard. iv. Packing list shall also be submitted along with advance set of documents for claiming payment indicating following. Packing size: Gross weight and set weight of each package:	
27	<u>Consignee Details :-</u> Shall be as per Part –C of tender. All documents / correspondences must bear the Tender no. / Purchase Order No. & Date.	
28	Bank Guarantee: Non submission of 10% BG (if applicable) will attract 10% loading on the offers (N.A).	
29	<u>Penalty Clause:</u> Non acceptance of penalty clause will attract maximum 15% 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.	
30	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.	
31	<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 favor 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.
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

PART-C-TECHNICAL SPECIFICATION(ANNEXURE-II) AND SPECIAL CONDITIONS OF CONTRACT(ANNEXURE-I)

ANNEXURE – I: SPECIAL CONDITION OF CONTRACT (SCC)

JOB: SUPPLY AND SUPERVISION OF INSTALLATION & COMMISSIONING OF ROPE SUSPENDED ANNULAR CIRCULAR PLATFORM WITH AUTOMATIC HOIST ARRANGEMENT & ALL OTHER ACCESSORIES AT BHEL PSER'S BARH SITE, BIHAR.

1.	SCOPE	a) SUPPLY- SCOPE OF SUPPLY INCLUDES DESIGN, DRAWING, MANUFACTURING, QA TESTING, INSPECTION, DELIVERY AT SITE OF : i) PART-A: ONE (01) NO. ROPE SUSPENDED ANNULAR CIRCULAR PLATFORM HAVING OD – 7.3 M. & ID 2.5 M. (SWL – 2.0 MT minimum) WITH AUTOMATIC HOIST ARRANGEMENT AND ALL OTHER ACCESSORIES SUITABLE FOR APPLICATION OF LINER INSIDE CHIMNEY FLUE CAN and; ii) PART-B: ONE (01) NO. ROPE SUSPENDED CIRCULAR PLATFORM HAVING DIA – 2.2 M. (SWL – 1.0 MT minimum) WITH AUTOMATIC HOIST ARRANGEMENT AND ALL OTHER ACCESSORIES SUITABLE FOR MAN & MATERIAL MOVEMENT. AS PER APPROVED DRAWING FOR BHEL - BARH PROJECT SITE, BIHAR. THE DETAILS OF ITEMS AND TECHNICAL SPECIFICATION (TS) IS AS PER ANNEXURE-II. b) SUPERVISION OF INSTALLATION & COMMISSIONING SCOPE- INCLUDES SUPERVISION OF INSTALLATION & COMMISSIONING, ON-SITE TRAINING and 3RD PARTY LOAD TESTING OF a(i) and a(ii) above. BIDDER WILL PROVIDE SUPERVISION FOR INSTALLATION & COMMISSIONING INCLUDING THIRD PARTY CERTIFICATION FOR LOAD TESTING OF PLATFORM BY THE COMPETENT AUTHORITY (TPI). SUPERVISOR SHOULD BE DEPLOYED WITHIN 7-10 DAYS OF NOTICE GIVEN BY BHEL-SITE/ BHEL-KOLKATA. SKILLED/UNSKILLED MANPOWER, ASSISTING CRANE / T&P, ELECTRICITY ETC. (AS REQUIRED) ARRANGEMENT OF SUITABLE LOADS FOR LOAD TESTING WILL BE PROVIDED BY BHEL/ USER VENDOR FREE OF COST FOR INSTALLATION & COMMISSIONING PURPOSE. DURING INSTALLATION & COMMISSIONING OF EQUIPMENT AT SITE, BIDDER SHALL PROVIDE TRAINING TO BHEL SITE REPRESENTATIVE AND PERSONNEL OF USER AGENCY OF BHEL AND TO BE CARRIED OUT UNDER SUPERVISION OF BIDDER'S ENGINEER(S). c) BIDDER HAS TO PROVIDE ONE NO. METAL BOX/ CONTAINER OF ADEQUATE SIZE FOR STORING OF LOOSE COMPONENTS/ ITEMS OF THE EACH PLATFORM SUITABLY WHILE IN DISMANTLED CONDITION DURING TRANSPORTATION. d) ROPE ANCHORING BRACKET/ BEAM WILL BE IN THE SCOPE OF BHEL/ IT'S USER AGENCY. HOWEVER, BIDDER WILL PROVIDE THE DETAILED SPECIFICATION (TYPE OF MATERIAL, DESIGN, DIMENSIONS, ANCHORING PROCEDURE, QUANTITY ETC.) OF SAME IN THE DRAWING.
2.	DELIVERY TERMS	F.O.R. DESTINATION BASIS AT BHEL PSER'S-NTPC BARH SITE, BIHAR.
3.	UNLOADING OF ORDERED ITEM AT DELIVERY SITE	IN BHEL's SCOPE.
4.	DELIVERY PERIOD	a) FOR SUPPLY: WITHIN 45 (FORTY-FIVE) DAYS FROM THE DATE OF PLACEMENT OF LOI. b) FOR SUPERVISION OF INSTALLATION & COMMISSIONING: WITHIN 02 (TWO) WEEKS FROM AVAILABILITY OF ALL REQUIRED INPUTS (which shall be provided by BHEL AS SPECIFIED IN 1.b of SCC) AND INTIMATION FROM BHEL.
5.	CONSIGNEE LOCATION AND OF DELIVERY	"ADDITIONAL GENERAL MANAGER", BARH SITE OFFICE, GANGA BIHAR, NTPC TRANSIT CAMP, P.O.- BARH, PATNA, BIHAR-803213
6.	BIDDER SHALL INDICATE THE DETAILS OF ROUTINE AS WELL AS BREAK DOWN MAINTENANCE REQUIREMENT, SERVICE FACILITY OFFERED BY THEM DURING AND AFTER THE WARRANTY PERIOD.	

7.	BIDDER SHALL ENSURE A BRAND NEW / FIRST HAND PRODUCT AND FURNISH NEWNESS CERTIFICATE FOR THE EQUIPMENT SUPPLIED IN THIS REGARD.	
8.	EQUIPMENTS SHOULD BE PROPERLY PAINTED (MS PARTS) OR PROTECTED FROM WEATHERING AFFECT AS PER INDIAN STANDARD AND PACKED ADEQUATELY FOR TRANSPORTATION & DELIVERY.	
9.	VENDOR SHALL FURNISH THE LIST OF RECOMMENDED SPARES FOR TWO YEARS OF OPERATION.	
10.	INSPECTION	DETAIL QUALITY PLAN & DRAWING (DULY CERTIFIED BY IIT OR BHEL APPROVED OTHER REPUTED AGENCY, WHICH SHALL ONLY BE APPOINTED FOR CERTIFICATION ON APPROVAL FROM BHEL AFTER PLACEMENT OF ORDER) ARE REQUIRED TO BE SUBMITTED BY THE VENDOR BEFORE ISSUING INSPECTION CALL FOR IT'S NECESSARY APPROVAL BY BHEL. INSPECTION SHALL BE CARRIED OUT BY BHEL/TPI AT BHEL'S OWN COST AT VENDOR'S WORKS/ WAREHOUSE AS PER THE APPROVED QAP & DRAWING. VENDOR HAS TO PERFORM OPERATION OF THE CIRCULAR PLATFORM IN PRESENCE OF BHEL REPRESENTATIVE/TPI INSPECTOR SATISFACTORILY. CERTIFICATION ABOUT THE FOLLOWING ARE REQUIRED BEFORE/ DURING INSPECTION: - a) PLATFORM DESIGN CALCULATION, WIRE ROPE SIZING CALCULATION, ELECTRICAL WIRING DRG. & QAP FOR APPROVAL OF BHEL BEFORE START OF MANUFACTURING. b) TEST CERTIFICATE FOR ROPE CLIMBING MACHINE/MOTOR (TYPE TEST & ROUTINE TEST). c) TEST CERTIFICATE FOR WIRE ROPE. d) MACHINE NEWNESS CERTIFICATE. e) NDT (ULTRASONIC FLAW DETECTION/RADIOGRAPHY) FOR FABRICATED PORTION. DISPATCH CLEARANCE SHALL BE ISSUED AFTER WITNESSING SATISFACTORY PERFORMANCE DURING INSPECTION OF THE CIRCULAR PLATFORM AT VENDOR'S WORKS.
11.	WARRANTY/ GUARANTEE	18 (EIGHTEEN) MONTHS FROM THE DATE OF SUPPLY OR 12 (TWELVE) MONTHS FROM THE DATE OF COMMISSIONING, WHICHEVER IS EARLIER. WARRANTY/ GUARANTEE WILL BE FOR WORKMANSHIP, MATERIALS USED, DESIGN AND STIPULATED GUARANTEE PERFORMANCE OF THE CIRCULAR PLATFORM IN CASE OF ANY DEFECT ARISING OUT OF ABOVE, SUPPLIER SHALL REPLENISH THE ITEM / ASSEMBLY FREE OF COST WITHIN TWENTY DAYS FROM SUCH INTIMATION TO VENDOR.
12.	DOCUMENTS REQUIRED DURING DISPATCH	a) DETAILED TECHNICAL LITERATURE CUM CATALOGUE (02 SET) FOR EACH PLATFORM. b) OPERATION & MAINTENANCE MANUAL AND PARTS MANUAL (3 SETS). 2 SETS FOR BHEL: FEX: KOLKATA & 1 SET FOR BHEL-SITE OFFICE FOR EACH PLATFORM. c) WARRANTY CERTIFICATE d) NEWNESS & FITMENT CERTIFICATE e) ALL OTHER DOCUMENTS AS MENTIONED IN INSPECTION CLAUSE f) DETAIL PACKING LIST MENTIONING ITEM DESCRIPTION, QUANTITY, DIMENSIONS (L×W×H) IN MTR & WEIGHT IN KG OF EACH & ALL COMPONENTS IN DISMANTLED CONDITION.
13.	CONTRACT EXECUTION BANK GUARANTEE (CEBG):	<u>A. CONTRACT EXECUTION BANK GUARANTEE (CEBG):</u> THE SUCCESSFUL VENDOR SHALL HAVE TO FURNISH A CONTRACT EXECUTION BANK GUARANTEE OF 10% OF THE TOTAL ORDER VALUE IN THE PRESCRIBED FORMAT WITHIN 30 DAYS FROM THE DATE OF PLACEMENT OF LETTER OF INTENT. CEBG SHALL BE FROM ONE CONSORTIUM BANKS OF BHEL/ FROM A REPUTED BANK AND CONFIRMED BY ANY CONSORTIUM BANK OF BHEL/SCHEDULE BANKS/PUBLIC FINANCIAL INSTITUTIONS AS DEFINED IN THE COMPANIES ACT AND PART-H OF THE TENDER. ALL BANK CHARGES ON ACCOUNT OF ISSUANCE AND CONFIRMATION OF CEBG/PBG WHETHER INCURRED IN INDIA OR OUTSIDE INDIA WILL HAVE TO BE BORNE BY THE VENDOR. CEBG SHALL BE KEPT VALID UNTIL 30 DAYS AFTER THE DATE COMMISSIONING CERTIFICATE, WHICH WILL BE ISSUED ON COMPLETION OF INSTALLATION, COMMISSIONING, 3RD PARTY LOAD TEST BY TPI & TRAINING ETC. AS DEFINED IN SCC (ANNEXURE-I) & TCC (ANNEXURE-II) OF PART-C OF

		TENDER. IF THE SUPPLIER FAILS TO SUBMIT THE CEBG EVEN WITHIN 60 DAYS FROM THE DATE OF LOI, BHEL RESERVES THE RIGHT TO CANCEL THE ORDER & FORFEIT THE EMD GIVEN BY THE SUPPLIER. IN ADDITION, IN SUCH CASE, ACTION WILL BE INITIATED IN LINE WITH EXTANT GUIDELINES FOR SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS. <u>B. PERFORMANCE BANK GUARANTEE (PBG):</u> THE SUCCESSFUL TENDERER SHOULD FURNISH A PBG (ALONG WITH SUPPLY) FOR AN AMOUNT OF 10% OF THE ORDER VALUE VALID TILL COMPLETION OF THE WARRANTY/GURANTEE PERIOD PLUS THREE MONTHS. CEBG MAY BE CONVERTED INTO PBG ON REQUEST OF VENDOR. THE PBG AND CEBG SHALL NOT CARRY ANY INTEREST.
14.	PAYMENT TERMS	a) 80% OF SUPPLY VALUE EXCLUDING GST & BOCW CESS, AS APPLICABLE SHALL BE PAYABLE AFTER COMPLETION OF DELIVERY AT SITE AS PER SCOPE WITHIN 45 DAYS AGAINST SUBMISSION OF FOLLOWING DOCUMENTS: - ORIGINAL GST INVOICE, - RECEIPTED DELIVERY CHALLAN /LR/CONSIGNMENT COPY, - O & M MANUAL AND PARTS MANUAL (3 SETS, 1 SET TO BE SUPPLIED AT DESTINATION SITE ALONG WITH THE EQUIPMENT & 2 SET TO BE DELIVERED AT BHEL-PSER KOLKATA OFFICE ALONG WITH SUPPLY BILL), - WARRANTY CERTIFICATE, - SRV FROM SITE, - NEWNESS & FITMENT CERTIFICATE OF THE EQUIPMENT, - INSPECTION REPORTS - DETAILED PACKING LIST OF THE CONSIGNMENT AS PER SPECIFIED FORMAT MENTIONED ABOVE CLAUSE NO.-12 (f) OF SCC. - SUBMISSION OF CEBG AND PBG - CERTIFICATE OF ORIGIN - ALL DOCUMENTS AS PER SL.NO.12 OF SCC. b) THE BALANCE 20% OF SUPPLY VALUE PLUS 100% OF SUPERVISION OF INSTALLATION AND COMMISSIONING CHARGES SHALL BE RELEASED AGAINST SUCCESSFUL COMPLETION OF INSTALLATION AND COMMISSIONING AS PER SCOPE SUBJECT TO CONFIRMATION OF FULL GST CREDIT TO BHEL. VENDOR HAS TO SUBMIT LOAD TEST CERTIFICATE (BY TPI), INSTALLATION AND COMMISSIONING CERTIFICATE & TRAINING CONDUCTANCE CERTIFICATE (DULY SIGNED BY THE BHEL-SITE ENGINEER) FOR RELEASE OF THIS PAYMENT. HOWEVER, IF THE PLATFORMS ARE NOT COMMISSIONED WITHIN 04 MONTHS OF SUPPLY COMPLETION DATE AT SITE DUE TO REASONS NOT ATTRIBUTABLE TO THE VENDOR THEN THE BALANCE PAYABLE AMOUNT MAY BE RELEASED TO THE VENDOR AGAINST SUBMISSION OF ADDITIONAL BG OF EQUIVALENT AMOUNT. IN SUCH CASE THIS ADDITIONAL BG SHALL BE SUBMITTED ALONG WITH BALANCE FINAL CLAIM AFTER COMPLETION OF 04 MONTHS OF SUPPLY COMPLETION AND SHALL BE KEPT VALID UP TO THE DATE OF SUCCESSFUL INSTALLATION & COMMISSIONING, ON SITE TRAINING AND THIRD PARTY LOAD TESTING OF THE PLATFORM OR ANOTHER 04 MONTHS, WHICHEVER IS EARLIER. IN THAT CASE, SUPERVISION ASSISTANCE OF INSTALLATION & COMMISSIONING, ON SITE TRAINING AND THIRD PARTY LOAD TESTING OF THE PLATFORM AFTER 04 MONTHS OF SUPPLY COMPLETION, TO BE DONE BY VENDOR FREE OF COST. APPLICABLE GST, WHICH CAN BE CLAIMED AT ANY POINT, SHALL BE RELEASED TO THE VENDOR/CONTRACTOR UPON COMPLIANCE OF FOLLOWING: - - VENDOR DECLARING SUCH INVOICE IN THEIR GSTR-1. - CONFIRMATION OF PAYMENT OF GST THEREON BY VENDOR ON GSTN PORTAL. - ABOVE IS SUBJECT TO RECEIPT OF GOODS (MATERIAL RECEIPT CERTIFICATE-MRC) / SERVICE (ENGINEERING PROTOCOL) AND TAX INVOICE BY BHEL THEREOF ALONG WITH VENDOR DECLARING INVOICE IN HIS RETURN AND PAYING GST WITHIN TIMELINE PRESCRIBED FOR AVAILING ITC BY BHEL. GST ALONG WITH ANY INTEREST IF LEVIED THEREON FOR REASONS ELABORATED IN TAX & DUTIES CLAUSE OF THE TENDER WHICH IS NOT ATTRIBUTABLE TO BHEL WILL BE RECOVERED FROM THE FINAL PAYMENT /

		RETENTION AMOUNT. TDS AS APPLICABLE SHALL BE DEDUCTED FROM THE BILL AND TDS CERTIFICATE TO THAT EFFECT SHALL BE FURNISHED TO VENDOR ON REQUEST. ALL PAYMENTS WILL BE MADE BY RTGS METHOD FOR WHICH A/C DETAILS OF THE VENDOR SHALL BE REQUIRED. PAYMENT SHALL BE PAID THROUGH E-PAYMENT MODE. SUCCESSFUL BIDDER SHALL HAVE TO SUBMIT THE REQUISITE DETAILS IN RTGS FORMAT. NO ADVANCE SHALL BE PAID.
15.	PAYING AUTHORITY	HEAD FINANCE, BHEL PSER OFFICE, KOLKATA. (HOWEVER, BILLS FOR PAYMENT TO BE SUBMITTED IN THE OFFICE OF HEAD-PURCHASE DEPT., BHEL BHAWAN, BHEL-PSER, KOLKATA-700091)
16.	LIQUIDATED DAMAGE (LD)	SUBJECT TO FORCE MAJEURE, IF VENDOR FAILS TO COMPLETE THE JOB AS PER AFORESAID SUPPLY/SUPERVISION OF INSTALLATION & COMMISSIONING PERIOD, BHEL SHALL HAVE THE RIGHT TO RECOVER AS PENALTY AS BELOW. PENALTY ON DELAY IN SUPPLY AND/OR COMMISSIONING WILL BE APPLICABLE TO THE DELAYS ATTRIBUTED TO VENDOR. PENALTY WILL BE CONSIDERED SEPARATELY FOR SUPPLY & SUPERVISION OF INSTALLATION & COMMISSIONING: - a) THE RATE OF PENALTY FOR DELAYED SUPPLY SHALL BE @0.5% PER WEEK OF DELAY OF TOTAL PO VALUE (SUPPLY + SUPERVISION OF INSTALLATION & COMMISSIONING) EXCLUDING GST & BOCW CESS AS APPLICABLE IN SUPPLY SUBJECT TO MAXIMUM OF 10% OF TOTAL PO VALUE (SUPPLY + SUPERVISION OF INSTALLATION & COMMISSIONING) EXCLUDING GST & BOCW CESS. b) THE RATE OF PENALTY FOR DELAYED SUPERVISION OF INSTALLATION & COMMISSIONING SHALL BE @0.5% PER WEEK OF DELAY OF TOTAL PO VALUE (SUPPLY + SUPERVISION OF INSTALLATION & COMMISSIONING) EXCLUDING GST & BOCW CESS AS APPLICABLE IN SUPERVISION OF INSTALLATION & COMMISSIONING & 3RD PARTY LOAD TEST SUBJECT TO MAXIMUM OF 10% OF TOTAL PO VALUE (SUPPLY + SUPERVISION OF INSTALLATION & COMMISSIONING) EXCLUDING GST & BOCW CESS. c) MAXIMUM PENALTY FOR DELAY IN SUPPLY & SUPERVISION OF INSTALLATION & COMMISSIONING TOGETHER SHALL BE LIMITED TO 15% OF TOTAL PO VALUE (SUPPLY + SUPERVISION OF INSTALLATION & COMMISSIONING) EXCLUDING GST & BOCW CESS AS APPLICABLE. FOR PURPOSE OF PENALTY FOR DELAY IN SUPPLY OF THE EQUIPMENT THE DURATION WILL BE RECKONED FROM THE DATE OF LOI BY BHEL. FOR PURPOSE OF PENALTY FOR DELAY IN SUPERVISION OF INSTALLATION & COMMISSIONING OF THE EQUIPMENT THE DURATION WILL BE RECKONED FROM THE DATE OF INTIMATION BY BHEL TO VENDOR FOR READINESS OF SITE/EQUIPMENT AND AVAILABILITY OF INPUTS TO BE PROVIDED BY BHEL I.E LABOUR,ETC AS SPECIFIED IN TENDER. IN CASE OF LD RECOVERY, THE APPLICABLE GST SHALL ALSO BE RECOVERED FROM VENDOR.
17.	EVALUATION CRITERIA	EVALUATION SHALL BE DONE ON QUOTED PRICE AGAINST "ALL-INCLUSIVE TOTAL F.O.R DESTINATION BASIS" I.E [(TOTAL BASIC COST OF SUPPLY OF PART-A & PART-B AS PER SCOPE + TOTAL FREIGHT CHARGES + TOTAL TRANSIT INSURANCE CHARGES) + (LUMP SUM & FIRM TOTAL CHARGES OF SUPERVISION OF INSTALLATION & COMMISSIONING AS PER SCOPE)] EXCLUDING GST & BOCW CESS AS APPLICABLE. GST WITH APPLICABLE CESS, LEGALLY LEVIABLE & PAYABLE BY THE SUCCESSFUL BIDDER AS PER GST LAW SHALL BE PAID EXTRA BY BHEL.
18.	INSTALLATION, COMMISSIONING & TRAINING	GENERAL TERMS & CONDITIONS: i. INSTALLATION AND COMMISSIONING OF THE CIRCULAR PLATFORM WILL BE CARRIED OUT UNDER SUPERVISION OF BIDDER'S COMPETENT SERVICE ENGINEER. ii. SKILLED/UNSKILLED MANPOWER AND ASSISTING CRANE / T&P (AS REQUIRED) SUPPORT WILL BE PROVIDED BY BHEL FREE OF COST FOR

		INSTALLATION & COMMISSIONING. iii. DURING INSTALLATION & COMMISSIONING OF EQUIPMENT AT SITE, BIDDER SHALL GIVE TRAINING TO BHEL REPRESENTATIVE AND PERSONNEL OF USER AGENCY OF BHEL. iv. THIRD PARTY CERTIFICATION FOR LOAD TESTING OF PLATFORM BY THE COMPETENT AUTHORITY (TPI) IS TO BE ARRANGED BY THE BIDDER AT BHEL SITE DURING INSTALLATION & COMMISSIONING. ARRANGEMENT OF SUITABLE LOAD FOR LOAD TESTING WILL BE MADE BY BHEL/ USER AGENCY.
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ANNEXURE - II**TECHNICAL SPECIFICATION (TS)**

JOB: Supply and Supervision for Installation & Commissioning of Rope Suspended Annular Circular Platforms with Automatic Hoist arrangement & all other Accessories for working inside the Chimney Flue Can (working height - 300 mtr. approx.) for application of Boro-Silicate Liner.

I	Dimensional Details of Rope Suspended Circular Platforms		
PART-A	Annular Platform (SWL 2 MT minimum)		
1	Outside Diameter of Platform	:	7.3 Mtr with ± 500MM Adjustable
2	Inside Diameter of the Platform	:	2.5 Mtr.
3	Safe Working Load	:	2 MT Minimum
PART-B :	Details for Circular Platform (SWL 1 MT minimum)		
1	Diameter of Platform	:	2.2 Mtr.
2	Safe Working Load	:	1 MT Minimum
II	Other Technical Details of Rope Suspended Circular Platforms:		
1	Material of Construction :		
1 (i)	Platform	:	Aluminium/ Chequered plate
1 (ii)	Wire Rope	:	Galvanised Steel
2	Guard Rail Height	:	Outer side railing should be 0.5m. High and Inner side 1 m.
3	Hand Rail, Guide Rail, side Rail, Toe Board, Junction Angle/Connecting Blocks & Tubes, 'C' Stirrups duly epoxy painted with pulleys & Stirrup Retainers, Dee Shackles, Fasteners etc.	:	To be provided (as per Design) for all along the Platform
4	Counter Weights for safety wire rope	:	As required
5	Rope Climbing machine (Electric Motor 3 Phase, 415 Volt AC, 50 Hz, with Gear Box, Rope Conveying Mechanism, Primary EM Brake, Centrifugal Brake etc.):	:	In required nos and required capacity for safe working of Platform.
5 (i)	Speed	:	As per Design

5(ii)	Galvanised Steel Wire Rope of required dia and Length with duly spliced thimble at one end and tapered & fused at the other end to cater working height - 300 mtr. approx.	:	Required Falls Drawing of chimney flue can is attached as annexure - A.
5 (iii)	Spare Wire Rope (same specification as above)	:	1 set for each Part-A and Part-B of the Platform
6	Electrical :		
6 (i)	Centralized control panel with Over Current Protection Relay (OLR) pendant push button having Single Power Control for all Hoists and 5 Mtr cable with interlock arrangement	:	1 set for each Part-A and Part-B of the Platform (Synchronized Control) Detailed components with quantity, Make etc. to be mentioned in the drawing to be submitted for approval
6 (ii)	Main Power Supply cable of 4C × 2.5 Sq. mm × 300 Mtr long	:	1 set for each Part-A and Part-B of the Platform
6 (iii)	Extra Electrical Socket for Hand power tools	:	6 socket (industrial type)
6 (iv)	Stand/ Posts for Emergency Light in case of power failure	:	3 nos (Light & UPS is in scope of BHEL/ user vendor)
6 (v)	Power and Control cables	:	To cater all above requirements
7	SAFETY DEVICE :		
7 (i)	Automatic Block stop safety device with Anti-Tilt mechanism	:	Required Nos
7 (ii)	Buffer plate for upper/top limit & Limit Switch	:	Required Nos
7 (iii)	Over speed safety device	:	Integrated with rope climbing machine
7 (iv)	Limit Switch for overload limiter/overload safety devices	:	required Nos
7 (v)	Movement Indicating Alarm	:	To be provided for Upward & Downward Movement
7 (vi)	In case of Power failure	:	Fail/ safe EMDC disc type to be applied to all drives
7 (vii)	Manual descending in case of power failure	:	Integrated with rope climbing machine
7 (viii)	Emergency stop button	:	Integrated with control panel
7 (ix)	Single phase preventer	:	Integrated with control panel
7 (x)	Rubberized Guide Roller for telescopic bar/wall roller Adjustable spring loaded to accommodate unevenness of 50mm on flue can inner surface	:	16 Nos (to be mounted at a height of 2 mtr above platform)
7 (xi)	Bracket for telescopic bar	:	16 Nos
8	Fixtures for mounting CCTV Camera and Fire Extinguishers (Camera & FE by BHEL)	:	Bidder has to provide minimum Two Poles for mounting CCTV Camera, Two no. Fixtures for mounting Fire Extinguishers and Suitable post of 2.5 mtr height at 6 location (at 60° span) to mount Halogen (Light is in scope of BHEL/ User agency).
9	Any other Accessories	:	As per Design

10	Installation & Commissioning of Platform	:	Bidder will provide Supervision for Installation & Commissioning. Skilled/unskilled manpower and assisting crane / T&P (as required) support will be provided by BHEL free of cost for Installation & Commissioning purpose.
11	Third Party Certification	:	Third party certification for load testing of platform by the competent authority (TPI) is to be arranged by the bidder at BHEL site during Installation & Commissioning with in the quoted price. Arrangement of suitable loads for load testing will be done by BHEL/ user agency.
12	Packing & Freight with suitable Metal box for storing loose items required for installation	:	Bidder's scope.
13	Special tools for Installation, Commissioning & maintenance of Platform	:	One set of Tools with Tool Box is to be supplied along with the equipment by the vendor within the quoted price. Detailed break-up is to be provided by bidder prior approval of design and drawing.
14	Packing of Spares	:	All spares are to be packed separately in metal box with clear nomenclature.
15	Hanging arrangement of the Platform	:	Rope anchoring bracket/ beam will be in the scope of BHEL/ it's user agency. However, bidder will provide the detailed specification (type of material, design, dimensions, anchoring procedure, quantity etc.) of same in the drawing.

PART-E

PRICE SCHEDULE (UNPRICED)

PLEASE REFER

E-PROCUREMENT PORTAL <https://bhel.abcprocure.com>

PART-E

PRICE SCHEDULE

PLEASE REFER

E-PROCUREMENT PORTAL <https://bhel.abcpurchase.com>

FORMS AND PROCEDURES**F-01****PROFORMA OF BANK GUARANTEE (in lieu of PERFORMANCE/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.

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.

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.

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- 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.

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:

- d) The liability of the Bank under this Guarantee shall not exceed.....⁷
- e) This Guarantee shall be valid up to⁸
- f) 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.

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

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.

F-04

Vendor Details

1. **Name & address of the vendor/company:**

2. **PAN No. of the vendor/company (scan copy of PAN Card):**

3. **Contact Person for the vendor/company:**

4. **Mobile number & E-mail of the contact person:**

5. **VAT / TIN:**

5. **CST:**

SIGNATURE OF THE BIDDER WITH DATE & SEAL

F-05**FORMAT 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*	

RTGS DETAILS OF BHEL-PSER

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

Confirmation by Banker
 with office seal

Note : Incorrect information will create Accounting complications and payment will be delayed