



Bharat Heavy Electricals Limited

(A Govt. Of India Undertaking)

Power Sector, Eastern Region

BHEL Bhawan, Plot No. DJ-9/1, Sector- II,
Salt Lake City, Kolkata, WEST BENGAL, INDIA

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

E-TENDER ENQUIRY NO.: PSER:PUR:PMX:367:116 (ENQ:17:PP:0015:PUR:147) Date 14/02/2018.

NOTICE INVITING TENDER

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

Salient Features of NIT

SL NO	ISSUE	DESCRIPTION
i	E-TENDER NUMBER	PSER:PUR:PMX:367:116 (ENQ:17:PP:0015:PUR:147) Date 14/02/2018
ii	Broad Scope of job	"SUPPLY OF 32 NB GI PIPE MEDIUM GRADE, PLAIN END AS PER IS-1161, LENGTH 5 M TO 7 M FOR 3 X 660 MW NORTH KARANPURA PROJECT."
iii	DETAILS OF TENDER DOCUMENT	
a.	PART - B	GENERAL CONDITIONS OF CONTRACT (GCC) <i>Applicable</i>
b.	Volume-IB	General Conditions of Contract (Services) <i>Not Applicable</i>
c.	PART-C	TECHNICAL SPECIFICATIONS AND SPECIAL CONDITIONS OF CONTRACT (SCC) <i>Applicable</i>
d.	PART- H	FORMS AND PROCEDURES ETC. <i>Applicable</i>
e.	Volume-IF	Technical Conditions of Contract (TCC) <i>Not Applicable</i>
f.	Volume-II	Technical Specification: <i>Not Applicable</i>
g.	Volume-III	PRICE SCHEDULE <i>Applicable</i>
iv	ISSUE OF TENDER DOCUMENTS	a) Online through e-procurement platform at https://bheleps.buyjunction.in b) in BHEL website (www.bhel.com , www.jantermanter.com & CPP Portal) : For tender view purpose only <i>Applicable</i>
v	DUE DATE & TIME OF OFFER SUBMISSION	Date: 26-02-2018, Time: 15-00 Hrs. (Offer to be submitted online only through e-procurement platform at https://bheleps.buyjunction.in) <i>Applicable</i>
vi	TECHNO-COMMERCIAL BID OPENING OF TENDER	Date: 26-02-2018, Time: 16-00 Hrs. (online only through e-procurement platform at https://bheleps.buyjunction.in , participating bidders may witness the same online only) <i>Applicable</i>
vii	EMD AMOUNT	INR 10,000.00 (Indian Rupees Ten Thousand only) [To be submitted in the form and manner as mentioned below] <i>Applicable</i>
viii	COST OF TENDER	-- <i>Not Applicable</i>

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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

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ix	LAST DATE FOR SEEKING CLARIFICATION	Date: 23-02-2018 Along with soft version also, addressing to undersigned (in email) as per contact address given below	Applicable
x	SCHEDULE OF PRE BID DISCUSSION (PBD)	Not Applicable	Not Applicable. (In case BHEL decides to conduct PBD, date, time & venue of PBD will be intimated suitably thru TCN)
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	Not Applicable	Not Applicable
xii	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com →Tender Notifications →View Corrigendums & www.jantermanter.com/ CPP portal →Tender Notice & E-PROCUREMENT PORTAL https://bheleps.buyjunction.in) and not in the newspapers. Bidders to keep themselves updated with all such information.	Shall be intimated to bidder

- 1.0 The offer shall be submitted as per the instructions of tender document. Only One set of tender document (**in original, downloaded from website**) signed by authorised company rep. of bidder and stamped on each page shall be submitted as detailed further, as given below. Bidders to note specifically that all pages of tender document, including these NIT pages etc. appearing in the website for this particular tender shall be submitted by them (after signing/stamping on each page) as a part of their offer. **Price shall not be mentioned by them anywhere in the techno-commercial portion of offer. Price shall be mentioned in the relevant price schedule only and to be submitted in e-procurement portal/platform in the form and manner mentioned in tender.** In case of E-PROCUREMENT ASSISTANCE & TRAINING, BIDDERS MAY CONTACT M/s Mjunction Services Limited (herein after called as MJUNCTION) HELPDESK PHONE NO. 033-66011717 (BETWEEN 9:30 AM TILL 5:30 PM) & 9163348280/83/84/85/86, 8584008116, 8584008205, 8336925964 (**FROM 5:30 PM TO 8:30 PM**) or for any difficulty in downloading the tender from internet website, they should contact this office (DGM, Purchase or AGM, Purchase Phone no. 033-23211690/23398220/8224). No alteration/changes by bidders is permitted in the tender/NIT appeared in the website.
- 2.0 Successful bidder shall have to submit additional set of tender/sign on tender document provided by BHEL, if so decided by BHEL.
- 3.0 Earnest Money Deposit (EMD) of **INR 10,000.00 (Indian Rupees Ten Thousand only)**, in the form & manner prescribed in tender, shall be submitted by bidder as mentioned below, failing which the bidder's offer is liable for rejection.

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

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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

PSER: PUR: PMX:367:116(ENQ:17:PP:0015:PUR:147) Date: 14/02/2018
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EARNEST MONEY DEPOSIT (EMD):

- 3.1 Every tender Must be accompanied by the prescribed amount of Earnest Money Deposit in any one of the following forms:
- 3.1.1 **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.
- 3.1.2 **Electronic Fund Transfer** credited in Bharat Heavy Electricals Limited, PS-ER' account (before tender opening). RTGS details of BHEL-PSER is available in tender.
- 3.1.3 **Banker's Cheque/Pay Order/Demand Draft** payable at Kolkata duly pledged in Favour of Bharat Heavy Electricals Limited, Kolkata (along with offer).
- 3.1.4 **Any other mode as per latest guidelines issued by Govt. of India.**
- 3.2 Tenders received without Earnest Money in full in the manner prescribed above are liable to be rejected. EMD shall not carry any interest.
- 3.3 The Earnest Money Deposit of the successful tenderer will be retained as part of Security Deposit.
- 3.4 EMD given by all unsuccessful tenderers shall be refunded normally within 15 days of award of work.
- 3.5 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".

4.0 **SECURITY DEPOSIT (SD):**

- 4.1 Security Deposit means the security provided by the contractor towards fulfilment of any obligations in terms of the provisions of the contract. Upon acceptance of tender, the successful tenderer within the time specified in the Letter of Intent must deposit the required amount towards Security Deposit before start of the work. The Security Deposit shall not carry any interest.
- 4.2 The total amount of **Security Deposit will be 5% (Five percent) of the contract value.** EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.
- 4.3 If the value of the work done at any time exceeds the accepted agreement value, the Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall immediately be deposited by the contractor or recovered from payments due to the contractor.
- 4.4 Regarding adjustment of Earnest Money Deposit towards part of Security Deposit,

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refer clause 4.2 above, the successful tenderer shall not commence any work under the contract before remitting the Security Deposit except as directed by BHEL.

- 4.5 Failure to deposit the Security within the stipulated time may lead to forfeiture of Earnest Money and cancellation of the award of work.
- 4.6 The balance amount to make up the required Security Deposit of 5% of the contract value 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.

Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

4.7 Collection of Security Deposit:

- 4.7.1 The successful tenderer shall have to furnish a Security Deposit Bank Guarantee (SDBG) for an amount of 5% of the total P.O. value in the prescribed format within 10 (Ten) days from the date of placement of Letter of Intent. SDBG shall be from 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. All Bank charges on account of issuance and confirmation of SDBG whether incurred in India or outside India will have to be borne by the vendor.
- SDBG shall be submitted by vendor within 10 (Ten) days from the date of placement of Letter of Intent & to be kept valid up to completion of supply.
- 4.7.2 If the value of the work done at any time exceeds the accepted agreement value, the Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall immediately be deposited by the contractor or recovered from payments due to the contractor.
- 4.7.3 The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, subject to approval of BHEL.
- 4.7.4 Security Deposit should cover up to the period of guarantee also.
- 4.8 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.

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4.9 Return of Security Deposit:

If the contractor duly performs and completes the contract in all respects to the entire satisfaction of BHEL, and presents an absolute "No Demand Certificate" in the prescribed form and return properties belonging to BHEL handed over, lent or hired by him for carrying out the said works the security deposit will be released to the contractor after deducting all costs or expenses or other contracts entered into with the contractor, only after the satisfactory completion or guarantee period.

4.10 No interest shall be payable by BHEL on Earnest Money / Security Deposit or any money due to the contractor from BHEL.

4.11 In no case Security Deposit can be released before settling all claims under this contract.

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

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

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

OFFER DESCRIPTION	DOCUMENTS TO BE UPLOADED & MODALITY OF UPLOADING
TECHNICAL OFFER	1.Scanned copy of Covering letter of offer (To be attached in Attachment section) 2. Scanned copy of Entire tender documents signed & stamped in each page by authorized representative of the bidder except price bid (To be attached in Attachment section). 3. Scanned copy of Techno-Commercial Offer (To be attached in Attachment section) 4. Duly filled all annexures except price & un-priced format (To be attached in Attachment section). 5. Copy of records notes of Pre Bid Conference, if applicable/ pre-bid MOM. (To be attached in Attachment section) 6. Copy of Tender change notice (TCN), if applicable (To be attached in Attachment section) 7. All supporting documents/ Annexures etc. as applicable (To be attached in Attachment section). 8. No deviation certificate in bidder's letterhead as per format given in Tender (To be attached in Attachment section).
PRE-QUALIFICATION PART	9. Pre-qualifying documents with all credentials as per tender. (To be attached in PQ Attachment section)
UNPRICED PRICE BID	10. Price schedule – Un-priced but mentioning only quoted / unquoted against each item as per tender. (To be attached in Un-priced bid Attachment section)

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

PSER: PUR: PMX:367:116 (ENQ:17:PP:0015:PUR:147) Date: 14/02/2018
 तैलक एम: (033) 23398220 फोन: (033) 23398220 मोड/EPABX : (033) 23398220 PAGE 5 OF 39

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.
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SPECIAL NOTE:

A) Your offer & documents submitted with the offer shall be signed and stamped in each page by your authorized representative. No overwriting / correction in tender documents by bidders shall be allowed. However if correction is unavoidable, the same may be signed by authorized signatory.

B) All documents / annexure submitted with the offer shall be properly annexed and placed in respective places of the offer as per enclosure list mentioned in the covering letter. BHEL shall not be responsible for any missing documents.

6.0 BHEL also reserve the right to reject the bidder with unsatisfactory past performance in the execution of a contract. BHEL's decision in this regard shall be final & binding.

7.0 BHEL reserves the right to accept or reject any or all offer without assigning any reasons thereof. BHEL also reserve the right to cancel the offer wholly or partly without assigning any reason thereof. BHEL also reserve the right to split the job.

8.0 No deviation with respect to tender clauses and no additional clauses/ suggestions/clarification in Techno-commercial bid/Price bid shall normally be considered by BHEL. Bidders are requested to positively comply with the same. Offers with deviation are liable for rejection.

9.0 You are free to visit the site and study the prevailing site condition including law & order etc. before quoting (if applicable).

10.0 For any clarification on the tender document, you may seek the same in writing from the office of the undersigned. Such letters should reach the office of the under signed **positively by 23-02-2018**.

11.0 BHEL may decide holding pre-bid conference (PBC) with any/ all the intending bidders. On such communication from BHEL, the bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL.

12.0 In case of absence of any queries from bidder(s), their quoted price will be PRESUMED to be final and complete with reference to the tender documents (including Tender change notes (TCNs), clarifications, corrigendum issued by BHEL, if any). Bidders are requested to study the tender documents in detail and prepare their queries/clarifications accordingly. All such queries / clarifications shall be cleared/replied by BHEL. Such clarification letters, corrigendum and/or Tender change notes (TCNs), if issued by BHEL, shall form part of tender document.

13.0 In the event of any conflict between requirement of any clause of this specification / documents / drawings / data sheets etc. or requirements of different codes / standards, specified, the same to be brought to the knowledge of BHEL by you in writing for such clarifications before you submit your bid; otherwise, more stringent requirements as may be interpreted by BHEL shall prevail and shall be binding on you.

14.0 Tender document containing above mentioned volumes shall be signed & stamped in all pages including this covering letter. Price bid shall be furnished in the specified format enclosed with the tender. Any additional copy, if required, may be taken by photocopying from the tender document given in the web.

15.0 Price bids of those bidders will be opened who will be qualified for the subject job on the basis of evaluation of Techno-commercial bids / pre-qualifying criteria and as considered suitable by BHEL.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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or on Reverse Auction) in their original offer can not be altered / withdrawn by their own during the processing of tender.

- 27.0 "The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com".
- 28.0 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.
- 29.0 The bidder shall submit documents in support of possession of 'Pre-Qualifying Requirements' duly self-certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately (if applicable).
- 30.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 31.0 Suspension of Business dealings: BHEL reserves the right to take action against contractors who fail to perform or indulge in malpractices, by suspending business dealings with them as detailed in Annexure-V.
- 32.0 Indian suppliers, falling under the purview of Public procurement (preference to make in India) order 2017 by Govt. of India, vide order no. P-45021/2/2017-B.E.-II dated 15th June, 2017, & all subsequent clarifications can avail the intended benefits, as per provisions of the order subject to minimum local content shall be 50% , margin of Purchase preference shall be 20% & modality of preference to make in India shall be as per aforesaid order.**
Any Indian Bidder intending to avail the benefits as shall submit the requisite documents as per the aforesaid order.
- 33.0 "MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) /Udyog Aadhar Memorandum(UAM) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure -VI 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	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.

34.0 **Order of Precedence**

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POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091		
फैक्स/ Fax : (033) 233211960	होनो/ Hon : (033) 23398220	मोड/ EPABX : (033) 23398220
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In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:

- a. Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL
- b. Notice Inviting Tender (NIT)
- c. Price Schedule - Volume-III
- d. TECHNICAL SPECIFICATIONS AND SPECIAL CONDITION OF CONTRACT - PART-C
- e. GENERAL CONDITIONS OF CONTRACT (GCC) - PART-B
- f. Forms and Procedures - PART- H

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

for BHARAT HEAVY ELECTRICALS LTD.

DGM (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.	033-23398223, 23398220, 23211690
	FAX no.	033-23211960
	E-mail ID	avijitpan@bhel.in , sukhen@bhel.in
M/s Mjunction Services Limited	For E-PROCUREMENT ASSISTANCE & TRAINING, MJUNCTION HELPDESK PHONE NO. 033-66011717 (BETWEEN 9:30 AM TILL 5:30 PM) & 9163348280/83/84/85/86, 8584008116, 8584008205, 8336925964 (FROM 5:30 PM TO 8:30 PM)	

Enclosures:

01. Annexure-I: Pre qualifying 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. Declaration for Relation in BHEL.
08. Tender documents

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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

PRE-QUALIFICATION CRITERIA

JOB	" SUPPLY OF 32 NB GI PIPE MEDIUM GRADE, PLAIN END AS PER IS-1161, LENGTH 5 M TO 7 M FOR 3 X 660 MW NORTH KARANPURA PROJECT."
E-TENDER REF. NO.	PSER: PUR: PMX:367:116(ENQ:17:PP:0015: PUR:147) Date: 14/02/2018

SL NO	CRITERIA
1.0	FINANCIAL CRITERIA :
1.1	BIDDER SHOULD HAVE AVERAGE MINIMUM ANNUAL FINANCIAL TURNOVER OF INR 15 LAKH DURING THE LAST 3 (THREE) YEARS, ENDING ON 31-03-2017 AND SHOULD SUBMIT THEIR AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT IN SUPPORT OF THE SAME.
1.2	IN CASE AUDITED FINANCIAL STATEMENTS HAVE NOT BEEN SUBMITTED FOR ALL THE THREE YEARS AS INDICATED ABOVE, THEN THE APPLICABLE AUDITED STATEMENTS SUBMITTED BY THE BIDDERS AGAINST ABOVE 3 (THREE) YEARS, WILL BE AVERAGED FOR 3 (THREE) YEARS.
1.3	IF FINANCIAL STATEMENTS ARE NOT REQUIRED TO BE AUDITED STATUTORILY, THEN INSTEAD OF AUDITED FINANCIAL STATEMENTS ARE REQUIRED TO BE CERTIFIED BY CHARTERED ACCOUNTANT.
2.0	TECHNICAL CRITERIA:
2.1	BIDDER SHOULD HAVE VALID BIS LICENCE FOR MANUFACTURE OF GI PIPE RELEVANT DOCS TO BE SUBMITTED IN SUPPORT OF THE ABOVE
2.2	THE BIDDER SHOULD HAVE SUPPLIED GI PIPE WITH MINIMUM QUANTITY OF 51 MT TO ANY GOVT/PSU/REPUTED ORGANISATION IN LAST THREE YEARS ENDING ON LAST DATE OF BID SUBMISSION. ALL RELEVANT DOCS TO BE SUBMITTED IN SUPPORT OF THE ABOVE
2.3	INDIAN BIDDER OR INDIAN COUNTER PART OF FOREIGN BIDDERS SHOULD FURNISH PAN (PERMANENT ACCOUNT NO.).

GENERAL

A	THE BIDDER WHO MEETS THE ABOVE PRE-QUALIFICATION CRITERIA CAN ONLY PARTICIPATE IN THE TENDER.
B	BIDDERS QUOTING IN INDIAN CURRENCY (INR) ONLY SHALL BE QUALIFIED.
C	AFTER SATISFACTORY FULFILLMENT OF ALL THE ABOVE CRITERIA, OFFER SHALL BE CONSIDERED FOR FURTHER EVALUATION AS PER NIT AND ALL OTHER TERMS OF THE TENDER.

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

ANNEXURE - II

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

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

Sub	No Deviation Certificate.	
Job	" SUPPLY OF 32 NB GI PIPE MEDIUM GRADE, PLAIN END AS PER IS-1161, LENGTH 5 M TO 7 M FOR 3 X 660 MW NORTH KARANPURA PROJECT. "	
Ref	1.0	PSER: PUR: PMX:367:116(ENQ:17:PP:0015: PUR:147) Date: 14/02/2018
	2.0	Other references (if any).

Dear Sirs,

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

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

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

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

(Signature of bidder)
with Seal

ANNEXURE - III**FORMAT FOR SEEKING CLARIFICATION**

JOB	" SUPPLY OF 32 NB GI PIPE MEDIUM GRADE, PLAIN END AS PER IS-1161, LENGTH 5 M TO 7 M FOR 3 X 660 MW NORTH KARANPURA PROJECT."
E-TENDER REF. NO.	PSER: PUR: PMX:367:116(ENQ:17:PP:0015: PUR:147) Date: 14/02/2018

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

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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

PSER: PUR: PMX:367:116(ENQ:17:PP:0015: PUR:147) Date: 14/02/2018 पैक/फॉक्स : (033) 23398220 मोबाईल/EPABX : (033) 23398220 PAGE 12 OF 39

General Terms & Conditions of Reverse Auction

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

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit 'online sealed bid' in the Reverse Auction. Non-submission of 'online sealed bid' by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Process Compliance form (**Annexure-III of Business Rule Document of Reverse Auction – shall be shared to bidders along with intimation of RA schedule**) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, 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'.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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

PSER: PUR: PMX:367:116 (ENQ:17:PP:0015:PUR:147) Date: 14/02/2018
 फ़ैक्स/EPABX : (033) 23398220 PAGE 13 OF 39

**BHARAT HEAVY ELECTRICALS LTD.
POWER SECTOR EASTERN REGION
KOLKATA**

UNPRICED SCHEDULE (PRICED)-REV-00

SUPPLY OF 32 NB GI PIPE MEDIUM GRADE, PLAIN END AS PER IS-1161, LENGTH 5 M TO 7 M FOR 3 X 660 MW NORTH KARANPURA PROJECT

TENDER NO. PSER: PUR: PMX:367:116(ENQ:17:PP:0015:PUR:147) Date: 14/02/2018

PLEASE SELECT QUOTED/UNQUOTED IN COLOURED FIELDS ONLY

S. N.	Item Description	UOM	Quantity	Unit Price (INR in figure)	Unit Price (INR in Words)	Total Price (INR in figure)	Total Price (INR in Words)
A	B	C	D	E		F = (D X E)	
	Basic Price						
a	GI pipe, 32 NB (Medium Grade & plain Ends) as per IS:1161 length (5 metre to 7 metre)	MT	85			INR 0.00	No Rupees Only
1	Total Basic Price (Amount)					INR 0.00	No Rupees Only
2	Packing & Forwarding Charges (Amount)	MT	85			INR 0.00	No Rupees Only
3	Transportation (Amount)	MT	85			INR 0.00	No Rupees Only
4	Transit Insurance (Amount)				By BHEL		
5	Any other charges (Pl. specify the name of charge)						
6	Any other charges as mentioned in sl. no. 5 (Amount)	MT	85			INR 0.00	No Rupees Only
7	"All inclusive Total F.O.R. Site Price for total quantity excluding GST"					INR 0.00	No Rupees Only
	Note:						
b	GST along with Cess (as applicable) legally leviable & payable by the successful bidder as per GST Law, shall be paid by BHEL Hence Bidder shall not include GST along with Cess (as applicable) in their quoted price. The bidder shall furnish proof of GST registration with GSTN Portal covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by the successful bidder on BHEL for this project/ work.						
c	Bidder shall note that in case GST credit is delayed/ denied to BHEL due to delayed / non receipt of goods and /or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC or any other reasons not attributable to BHEL, GST amount shall be recoverable from the vendor along with interest levied / leviable on BHEL, as the case may be.						
d	Discounts offer by the vendor in price shall not be entertained by BHEL. (Ref. Cl. 16 BHEL standard terms, Part-B, GCC).						
e	Bidder shall quote their rates/ price inclusive of all taxes & duties except GST in line with provisions as mentioned elsewhere above etc. together with variation thereto during contract period including extension, if any. BHEL shall not release any additional payment in this regard.						
f	New tax & duties, if imposed subsequent to latest due date of offer submission, as per NIT & TCN, as applicable, by statutory authority after due date of submission of latest price offer and within the contract period including extension, if any (provided reason for extension is not attributable to vendor), shall be reimbursed by BHEL at actual on production of relevant supporting document to the satisfaction of BHEL. However, the vendor shall obtain prior approval from BHEL before depositing new taxes & duties. Benefits and/or abolition of all existing taxes must be passed on to BHEL against new Taxes, if any, proposed to be introduced at a later date.						
g	Bidder must quote all the price elements mentioned in price bid. If any element left blank shall be construed as the price is included in All inclusive F.O.R. site price for total quantity excluding GST" (Sl. No.7)						
h	"All inclusive Total F.O.R. Site Price for total quantity excluding GST" (Sl. No. 7) shall be taken into account for evaluation.						
j	P.O. shall be issued on 'All inclusive Total F.O.R. Site Price for total quantity excluding GST'.						
j	Bidder's quoted rate / price shall remain firm for offer validity period.						
	<u>SIGNATURE OF THE BIDDER WITH SEAL & DATE</u>						

Very Important Note: Any other document (if uploaded by bidder) in Price Bid/ Schedule apart from tendered Price Schedule (Part-E) shall not be taken into cognizance for evaluation of offer. Any Modification in Price schedule in any way by bidder is not acceptable & shall be considered as tampering of tender document.

**BHARAT HEAVY ELECTRICALS LTD.
POWER SECTOR EASTERN REGION
KOLKATA**

PRICE SCHEDULE (PRICED)-REV-00

SUPPLY OF 32 NB GI PIPE MEDIUM GRADE, PLAIN END AS PER IS-1161, LENGTH 5 M TO 7 M FOR 3 X 660 MW NORTH KARANPURA PROJECT

TENDER NO. PSER: PUR: PMX:367:116(ENQ:17:PP:0015:PUR:147) Date: 14/02/2018

PLEASE QUOTE PRICE IN COLOURED FIELD ONLY

S. N.	Item Description	UOM	Quantity	Unit Price (INR in figure)	Unit Price (INR in Words)	Total Price (INR in figure)	Total Price (INR in Words)
A	B	C	D	E		F = (D X E)	
	Basic Price						
a	GI pipe, 32 NB (Medium Grade & plain Ends) as per IS:1161 length (5 metre to 7 metre)	MT	85			INR 0.00	No Rupees Only
1	Total Basic Price (Amount)					INR 0.00	No Rupees Only
2	Packing & Forwarding Charges (Amount)	MT	85			INR 0.00	No Rupees Only
3	Transportation (Amount)	MT	85			INR 0.00	No Rupees Only
4	Transit Insurance (Amount)				By BHEL		
5	Any other charges (Pl. specify the name of charge)						
6	Any other charges as mentioned in sl. no. 5 (Amount)	MT	85			INR 0.00	No Rupees Only
7	"All inclusive Total F.O.R. Site Price for total quantity excluding GST"					INR 0.00	No Rupees Only
	Note:						
b	GST along with Cess (as applicable) legally leviable & payable by the successful bidder as per GST Law, shall be paid by BHEL. Hence Bidder shall not include GST along with Cess (as applicable) in their quoted price. The bidder shall furnish proof of GST registration with GSTN Portal covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by the successful bidder on BHEL for this project/ work.						
c	Bidder shall note that in case GST credit is delayed/ denied to BHEL due to delayed / non receipt of goods and /or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC or any other reasons not attributable to BHEL, GST amount shall be recoverable from the vendor along with interest levied / leviable on BHEL, as the case may be.						
d	Discounts offer by the vendor in price shall not be entertained by BHEL. (Ref. Cl. 16 BHEL standard terms, Part-B, GCC).						
e	Bidder shall quote their rates/ price inclusive of all taxes & duties except GST in line with provisions as mentioned elsewhere above etc. together with variation thereto during contract period including extension, if any. BHEL shall not release any additional payment in this regard.						
f	New tax & duties, if imposed subsequent to latest due date of offer submission, as per NIT & TCN, as applicable, by statutory authority after due date of submission of latest price offer and within the contract period including extension, if any (provided reason for extension is not attributable to vendor), shall be reimbursed by BHEL at actual on production of relevant supporting document to the satisfaction of BHEL. However, the vendor shall obtain prior approval from BHEL before depositing new taxes & duties. Benefits and/or abolition of all existing taxes must be passed on to BHEL against new Taxes, if any, proposed to be introduced at a later date.						
g	Bidder must quote all the price elements mentioned in price bid. If any element left blank shall be construed as the price is included in All inclusive F.O.R. site price for total quantity excluding GST" (Sl. No.7)						
h	"All inclusive Total F.O.R. Site Price for total quantity excluding GST" (Sl. No. 7) shall be taken into account for evaluation.						
j	P.O. shall be issued on 'All inclusive Total F.O.R. Site Price for total quantity excluding GST'.						
j	Bidder's quoted rate / price shall remain firm for offer validity period.						
	SIGNATURE OF THE BIDDER WITH SEAL & DATE						

Very Important Note: Any other document (if uploaded by bidder) in Price Bid/ Schedule apart from tendered Price Schedule (Part-E) shall not be taken into cognizance for evaluation of offer. Any Modification in Price schedule in any way by bidder is not acceptable & shall be considered as tampering of tender document.

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	<p>Suspension of business dealings with Suppliers/ Contractors could be in the form of following: --</p> <p>a) Hold within the unit for specific item(s)/ material category(ies)/ type of work(s) for one year.</p> <p>b) Hold within the unit for all item(s)/ material category(ies)/ type of work(s) for two years</p> <p>c) Banning across BHEL for all items/ material category(ies)/ type of work(s) for three years.</p> <p>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.</p>
1.3	<p>Hold within the unit for a specific item(s)/ material category(ies)/ type of work(s) shall be imposed in the following cases, if</p> <p>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.</p> <p>Note: Not applicable in cases for erection works of Power Sector Regions, where separate guidelines for evaluation of capacity of bidders is being followed.</p> <p>ii) Two consecutive delays, for reasons of delay attributed to the Supplier, in execution of the contracts where delay occurred is such that</p> <p>a) prescribed maximum LD time limits of the contracts is exceeded or</p> <p>b) delay period has equaled/ exceeded half the original delivery period specified in the contracts whichever among the above is earlier.</p> <p>iii)</p> <p>a) Overall SPR (Supplier Performance Rating) in that particular Unit in line with SEARP falls below 60% of the specific material category.</p> <p>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).</p> <p>Note: – for (b), No specific period of hold shall be applicable.</p> <p>iv) Supplier works are under strike/ lockout for a period of more than three months.</p>

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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

PSER: PUR: PMX:367:116(ENQ:17:PP:0015:PUR:147) Date: 14/02/2018 पैक एन : (033) 23311960 फोन : (033) 23398220 बोर्ड/EPABX : (033) 23398220 PAGE 16 OF 39

1.3	<p>Hold within the unit for all item(s)/material category(ies)/ type of work(s) shall be put in the following cases, if</p> <p>i) Supplier tampers with tendering procedure affecting ordering process.</p> <p>ii) Supplier has misused BHEL documents/ drawings/ technical information or has breached the confidentiality agreement with BHEL.</p> <p>iii) after placement of order, Supplier fails to execute the contract.</p> <p>iv) within warranty period as per contract, Supplier continues to supply low/ less/ non-performing equipment/ services, repetitive failures, remains non-responsive.</p> <p>v) Wherever risk purchase clause (amounting to more than 5% of contract value) has been invoked.</p>
1.4	<p>Banning across BHEL shall be imposed in following cases, if</p>
1.4.1	<p>i) After price bid opening but before placement of order, Supplier withdraws his offer or varies it in any manner within the validity period.</p> <p>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.</p> <p>iii) In spite of warnings, the Supplier persistently violates or circumvents the provisions of labour laws/ regulations/ rules or other statutory requirements.</p> <p>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.</p> <p>v) The Supplier has indulged in malpractices or misconduct such as bribery, corruption and fraud, pilferage, coercion etc.</p> <p>vi) The Supplier is found guilty by any court of law for criminal activity/ offences involving moral turpitude in relation to business dealings.</p> <p>vii) Supplier is found to have obtained any internal information/ documentation of BHEL by unauthorized means.</p> <p>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.</p> <p>ix) Supplier has substituted, damaged, failed to return, or unauthorizedly disposed off free issue materials/ tools etc. of BHEL.</p>
1.4.2	<p>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.</p>

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.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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PSER: PUR: PMX:367:116 (ENQ:17:PP:0015:PUR:147) Date: 14/02/2018
 तैल/EPABX : (033) 23398220 PAGE 17 OF 39

Certificate by Chartered Accountant on letter head

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

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

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

Rs..... Lacs

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

Rs..... Lacs

(Strike off whichever is not applicable)

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

Or

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

Date:

(Signature)

Name-

Membership number -

Seal of Chartered Accountant

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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

PSER: PUR: PMX:367:116 (ENQ:17:PP:0015:PUR:147) Date: 14/02/2018 पैनल/एन: (033) 23398220 बोर्ड/EPABX : (033) 23398220 PAGE 18 OF 39

DECLARATION FOR RELATION IN BHEL

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

To,

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

Dear Sir,

Sub: **Declaration for relation in BHEL**

Ref : 1) NIT/Tender Specification No:

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

Tick (√) any one as applicable:

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

OR

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

(i)

(ii)

Signature of the Authorized Signatory

Note:

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

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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

PSER: PUR: PMX:367:116 (ENQ:17:PP:0015:PUR:147) Date: 14/02/2018 पैनल/एन: (033) 23398220 बोर्ड/EPABX : (033) 23398220 FAX : (033) 23241960

PART – B: GENERAL CONDITIONS OF CONTRACT (GCC)

Sl. No.	BHEL STANDARD TERMS	Supplier confirmation	Deviati
01	<p>Our requirement is for use at NORTH KARANPURA Offers are invited to submit in two-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) Technical Specification (Catalogues to be enclosed if any) (ii) BHEL Standard Terms & Conditions (iii) No deviation certificate (Part-D) (iv) Un Priced Bid Part-II : PRICE BID Price to be indicated in the format enclosed. (Any preconditions for price will not be accepted and the tender will be rejected). The Technical-Cum-Commercial offer will be opened first, discussed, finalized and only then the price bid of technically acceptable offers will be opened. Tenders will be received up to 15.00 Hours on the said due date. If the vendor submits offer i.e. Technical & Price bid together in single envelope, the offer will be liable for rejection.</p>		
02	<p>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".</p>		
03	<p>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.</p>		
04	<p>Tender shall be strictly in accordance with the tender specifications.</p>		
05	<p>No revision in rates shall be entertained after opening of the tenders.</p>		
06	<p>Terms of payment : A. 90% of "All inclusive total FOR site price excluding GST" payable against receipt of ordered item at site and on submission of following documents : 1. Original copy of Lorry Receipt 2. Original GST Invoice 3. Delivery challan in duplicate, 4. Test certificate, 5. Copy of Inspection Report (if required) Payment will be released within 30 days of receipt of material at site and on submission of documents as given in the tender. Tenderers are requested to specifically confirm these payment terms in their offer. No advance shall be paid. B. Balance Payment : Balance payment including GST will be released subject to fulfilment of the following : 1. Confirmation of full GST Credit to BHEL. 2. Vendor declaring GST Invoice in his GSTR-1 3. Confirmation of payment of GST thereon by vendor on GSTN Portal 4. Above is subject to receipt of goods / service and tax invoice thereof along with vendor declaring invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL. Any Interest if levied thereon for reasons elaborated in Tax clause of the tender which is not attributable to BHEL will be recovered from the Final Payment / Retention. C. Paying Authority: AGM Finance, BHEL-PSER Kolkata. D. The document of title / Consignment Note no. (e.g. Railway Receipt/ Lorry Receipt) should be properly reflected in the invoice. All the documents of title i.e. Original LR and RR should be submitted by vendor in case of multi modal transport i.e. part transportation by Lorry (Intra State - From Factory to Railway Siding at origin and Railway Siding to Project Premises at Destination) and part transportation by Railway.</p>		

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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PSER: PUR: PMX:367:116(ENQ:17:PP:0015:PUR:147) Date: 14/02/2018
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Sl. No.	BHEL STANDARD TERMS	Supplier confirmation	Deviatio
07	Inspection : As per SCC		
08	<p>TAXES & DUTIES :</p> <ol style="list-style-type: none"> 1) TDS under Income Tax shall be deducted at prevailing rates on gross invoice value from the running bills unless exemption certificate from the appropriate authority/ authorities is furnished. 2) TDS under GST (if / as & when applicable) shall be deducted at prevailing rates on gross invoice value from the running bills. However as on date no TDS under GST is applicable. 3) All taxes excluding GST & BOCW Cess (dealt separately in Tender) but including, Charges, Royalties, , any State or Central Levy and other Taxes for materials if any obtained for the work and for the execution of the contract shall be borne by you and shall not be payable extra. 4) Any increase of the same at any stage during execution including extension of the contract shall have to be borne by the contractor. Quoted/ accepted rates/ price shall be inclusive of all such requirements. Please note that since GST on output will be paid by BHEL separately as enumerated below, your quoted rates/ price should be after considering the Input Credit under GST law at your end. 5) GST : GST along with Cess (as applicable) legally leviable & payable by the successful bidder as per GST Law, shall be paid by BHEL. The successful bidder shall furnish proof of GST registration with GSTN Portal covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by the successful bidder on BHEL for this project/ work. 6) Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred there under) wherein the 'Bill / Invoice To' details will as below :- BHEL GSTN - 20AAACB4146P5ZP for JHARKHAND NAME - BHARAT HEAVY ELECTRICALS LIMITED ADDRESS –Construction Manager, BHEL Site Office C/o Executive Engineer (Construction Stores Administrative building, 3 x 660 MW TPS NORTH KARANPURA, PIN-825321, JHARKHAND,INDIA Bidder to immediately intimate on the day of removal of Goods (in case of any supply of goods) to BHEL along with all relevant details and a scanned copy of Tax Invoice through following communication mode for enabling BHEL to meet its GST related compliances :- Portal Address & Email Address : mrdas@bhel.in, arunangshu.das@bhel.in In case of delay in submission of the above mentioned documents on the date of despatch, BHEL may incur penalty / interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from the successful bidder, if such delay is not attributable to BHEL. 7) In case of raising any Supplementary Tax Invoice (Debit / Credit Note) Bidder shall issue the same containing all the details as referred to in Section 34 read with Section 34 of GST Act & Rules referred there under. 8) Bidder shall Comply with the Time limit prescribed under the GST Law and rules thereof for raising of the tax invoice. If any supply of goods is applicable, Bidder shall also ensure prompt delivery of Goods after despatch. 9) Bidder shall note that in case GST credit is delayed/ denied to BHEL due to delayed / non receipt of goods and /or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from the vendor along with interest levied / leviable on BHEL. 		

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Sl. No.	BHEL STANDARD TERMS	Supplier confirmation	Deviation
	<p>10) Bidder shall upload the Invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act. Bidder shall note that in case of delay in declaring such invoice in their return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the bidder along with interest levied / leviable on BHEL.</p> <p>11) Way Bill : Successful Bidder to arrange for way bill / e-waybill for any transfer of goods for the execution of the contract. The Bidder has to make their own arrangement at their cost for completing the formalities, if required, with Issuing Authorities, for bringing materials, plants & machinery at site for execution of the works under this contract, Road Permit/ Way Bill, if required, shall be arranged by the contractor and BHEL will not supply any Road Permit / Way Bill for this purpose.</p> <p>12) Any New taxes & duties, if imposed subsequent to due date of offer submission as per NIT & TCN, by statutory authority during contract period (including extension, if the same is not attributable to you), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, you shall obtain prior approval from BHEL before depositing new taxes and duties. Benefits and/or abolition of all existing taxes must be passed on to BHEL against new Taxes, if any, proposed to be introduced at a later date. Any variation in Statutory Duty/Tax and imposition of any new / additional Duty / Tax shall be effective within the validity of the PO.</p>		
09	The quotation should be valid at least for a period of 90 days from the tender due date of submission for placement of order (extended, if any). Price Variation Clause will not be entertained.		
10A	<p>Security Deposit Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract.</p> <p>5.2.1 The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.</p> <p>5.2.2 Modes of deposit: The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:</p> <p>i) Cash (as permissible under the extant Income Tax Act)</p> <p>ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL</p> <p>iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL</p> <p>iv) 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)</p> <p>v) 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)</p> <p>(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)</p>		

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Sl. No.	<u>BHEL STANDARD TERMS</u>	Supplier confirmation	Deviation
10B	<p><u>Performance Bank Guarantee (PBG) :</u> The successful tenderer should furnish a performance bank guarantee and shall be limited to a maximum of 5% of the order value (Before submission of supply invoice) valid till completion of the guarantee period. Where ever Bank Guarantees are to be furnished/submitted by the contractor, the following shall be complied with i) Bank Guarantees shall be from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. ii) The Bank Guarantees shall be as per prescribed formats. iii) It is the responsibility of the bidder to get the Bank Guarantees revalidated/extended for the required period (subject to a minimum period of six months), as per the advice of BHEL Site Engineer / Construction Manager. BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantees. iv) In case extension/further extensions of any Bank Guarantees are not required, the bidders shall ensure that the same is explicitly endorsed by the Construction Manager and submitted to the Regional HQ issuing the LOI/LOA. v) In case the Bank Guarantees are not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned bidder. vi) Bidders to note that any corrections to Bank Guarantees shall be done by the issuing Bank, only through an amendment in an appropriate non judicial stamp paper. vii) The Original Bank Guarantee shall be sent directly by the Bank to BHEL under Registered Post (Acknowledgement Due), addressed to the Subcontracting Department of the respective Region. SDBG may be converted to PBG</p>		
11	<p>Transit insurance charge is to be borne by BHEL/CUSTOMER. BHEL shall arrange comprehensive MCE insurance policy from M/s United India Insurance Co. Ltd, Apeejay House, Kolkata – 700 016. The vendor shall be responsible for timely intimation of dispatch particulars to the under writer and BHEL, failing which the vendor shall be held responsible for the loss/damage/theft /of materials during transit. Vendor shall intimate dispatch particulars to the underwriter at the address as mentioned in the PART-G before dispatch of the material with copy to BHEL Site office.</p>		
12	<p>Force Majeure : 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.</p>		

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Sl. No.	BHEL STANDARD TERMS	Supplier confirmation	Deviation
13	<p>Arbitration : In case of any disputes or differences including those considered as such by only one of the parties arising out of or in connection with the contract shall be to the extent possible settled amicably between the parties.</p> <p>If any dispute or differences of any kind whatsoever shall arise between BHEL and you, arising out of the contract for performance of work whether during progress of termination, abandonment or breach of the contract, it shall in the first place be referred to and settled by the engineer who within a reasonable period after being requested shall give written notice of his decision to you. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by you who shall proceed with the work with all due diligence, whether he or BHEL required arbitration as hereinafter provided or not.</p> <p>If after the engineer has given written notice of this decision to the party, no claim to arbitration has been communicated to you by the party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event you being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be referred to the sole arbitration of the person appointed by the General Manager of BHEL.</p> <p>Subject as aforesaid the provision of the Arbitration Act 1996 (India) or any statutory modification or reenactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause. The work under this contract shall continue to be performed by you during the arbitration proceedings and no payment due or payable to you shall be withheld on account of such proceedings. The venue of arbitration shall be such place as may be fixed by the arbitrator in his sole discretion.</p> <p>The award of the arbitrator shall be final, conclusive and binding on all parties to this contract. The cost of arbitration shall be borne by the parties to the dispute as may be decided by the arbitrator.</p> <p>This contract shall be governed by the Indian Laws for the time being in force. Any dispute arising out of this shall be referred to the sole arbitration of BHEL/PSER or any other officer nominated by the office and is award shall be final & binding on the parties. The venue of the arbitration in all cases shall be in Calcutta.</p>		
14	<p>Jurisdiction : All disputes or differences arising under out of or in connection with the purchase order shall be subject to the exclusive jurisdiction of court at Kolkata.</p>		

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होम : 70272

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15	<p>Rights of BHEL:</p> <p>(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.</p> <p>(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:</p> <p>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.</p> <p>ii) Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.</p> <p>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.</p> <p>iv) Termination of Contract on account of any other reason (s) attributable to Contractor/Supplier.</p> <p>v) Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of contract or part thereof by BHEL.</p> <p>vi) Non-compliance to any contractual condition or any other default attributable to Contractor/Supplier.</p> <p>(#) 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.</p> <p>(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.</p> <p>(D) LD against delay in executed work / supply in case of Termination of Contract : LD against delay in executed work / supply shall 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.</p>		
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Note:-

Sl. No.	BHEL STANDARD TERMS	Supplier confirmation	Deviation
	<p>Method for calculation of "LD against delay in executed work / supply" is given below.</p> <p>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</p> <p>ii) Let the value of executed work / supply till the time of termination of contract= X</p> <p>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</p> <p>iv) Delay in executed work / supply attributable to contractor/supplier i.e. $T2=[1-(X/Y)] \times T1$</p> <p>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.</p> <p>(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 :</p> <p>a) Dues available in the form of Bills payable to contractor / supplier, SD, BGs against the same contract.</p> <p>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.</p> <p>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:</p> <p>i) Dues payable to contractor / supplier against other contracts in the same Region / Unit shall be considered for recovery.</p> <p>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.</p> <p>iii) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor / supplier.</p>		
16	<p>DISCOUNTS</p> <p>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.</p>		
LOADING FACTORS FOR DEVIATION TO BHEL STANDARD TERMS & CONDITIONS			
17	<p>Penalty Clause :</p> <p>Non acceptance of LD Clause will attract maximum 10% loading on the offer and accordingly proportionate percentage will be loaded for accepting less percentage of LD clause.</p> <p>Example : If the supplier has accepted for maximum 5% LD clause, then balance 5% will be loaded.</p>		
18	<p>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.</p>		
19	<p>The offers not complying the above Terms & Conditions may not be accepted.</p>		

- 1) Materials are to be dispatched after getting dispatch clearance from BHEL.
- 2) All materials should be accompanied with manufacturer's test certificate.
- 3) Variation/ Tolerance in quantity : +/- 10%

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PART-C: SPECIAL CONDITIONS OF CONTRACT**SPECIAL CONDITIONS OF CONTRACT (SCC)**

SCOPE	Supply of 32 NB GI Pipe (Medium Class) as per IS-1161 (latest) with Galvanization @ 610 gm/Sqm.. The galvanization shall confirm IS-4736 (latest).Each Length 5metres to 7 metres.
INSPECTION	Inspection call shall be raised by vendor. On that basis BHEL will inspect the materials and / or MDCC will be issued.
DELIVERY	Delivery of the material at site to be completed within 60 days from the date of placement of LOI. Guarantee and test certificates to be submitted before/with dispatch. .On F.O.R. Site Basis
CONSIGNEE ADDRESS	Bharat Heavy Electricals Limited 3 x 660 MW NTPC North Karanpura Project P.O. Tandwa Dist. Chatra Pin-825321 Jharkhand
Evaluation Criteria	Total F.O.R. site price excluding GST.
Warranty	12 months from the date of supply of material at site. The material supplied will be covered under one year guarantee. Defects if any found within this period shall be replaced by supplier free of cost within one month notice.
LIQUIDATED DAMAGE (LD)	It is to be clearly understood among the parties to the contract that the delivery of the goods specified in the purchase order should be made within the time limit prescribed. If the party fails to deliver the stores or any part thereof within the period fixed for delivering the quantity of materials, purchase may without any prejudice to the right of the bidder, make liable to an LD of ½% (half percent) per week of the order value of undelivered portion (within quantity variation) of the material, subject to a maximum of 10% (Ten percent) of total order value. In case of LD recovery, the applicable GST shall be recoverable from the supplier. LD against delay in executed work / supply in case of Termination of Contract: As per GCC clause no 19

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PART – H FORMS & PROCEDURES

F-01

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-02**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*	

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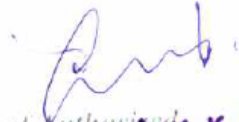
PSER: PUR: PMX:367:116 (ENQ:17:PP:0015:PUR:147) Date: 14/02/2018 पैनल/EPABX : (033) 23398220 PAGE 29 OF 39

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

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

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

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

Signature of 
Representative of **के. के. कोआरी / K. K. Coari**
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

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PROFORMA OF BANK GUARANTEE (in lieu of 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 before _____⁹ (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.

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.

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:

- 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 before _____⁹ (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.....

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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

* wef 22.03.2016