



Bharat Heavy Electricals Limited

(A Govt. Of India Undertaking)

Power Sector, Eastern Region

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

Phone : 033-2339 8220 FAX : 033-2321 1960

SUB: BHEL INVITES BID FROM REPUTED LOCAL BIDDERS FROM INDIA THROUGH E-PROCUREMENT PORTAL
<https://bhel.abcprocure.com> FOR “Maintenance of Landscape at BHEL Premises in Kolkata”

SEALED OFFERS ARE INVITED FROM REPUTED & EXPERIENCED LOCAL BIDDERS (MEETING PRE-QUALIFICATION CRITERIA AS MENTIONED) THROUGH E-PROCUREMENT PORTAL <https://bhel.abcprocure.com> ONLY for THE SUBJECT JOB BY THE UNDERSIGNED ON BEHALF OF BHARAT HEAVY ELECTRICALS LIMITED AS PER THE TENDER DOCUMENT WHERE “LOCAL” IS DEFINED AS PER PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) ORDER 2017 BY GOVT. OF INDIA, VIDE ORDER NO. P-45021/2/2017-B.E. - II DATED 15TH JUNE, 2017 and 28/05/2018 & ALL SUBSEQUENT CLARIFICATIONS.

ISSUE OF TENDER TO ANY BIDDER SHALL NOT CONSTRUE 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	
1	TENDER NUMBER	PSER:PUR:HR:161(II):032 Date 13/06/2019	
2	Broad Scope of job	Maintenance of Landscape at BHEL Premises in Kolkata	
3	ISSUE OF TENDER DOCUMENTS	a) <i>Online through e-procurement platform at https://bhel.abcprocure.com</i> b) <i>in BHEL website (www.bhel.com, & http://eprocure.gov.in (CPP Portal))</i>	a) Applicable b) Applicable
4	DETAILS OF TENDER DOCUMENT		
4.1	PART- A	Pre-Qualifying Criteria	Applicable
4.2	PART- B	General conditions of contract i.e. GCC	Applicable
4.3	PART- C	Special Conditions of Contract i.e. SCC & Technical Specification i.e. TS	Applicable
4.4	PART- D	No Deviation Certificate	Applicable
4.5	PART- E	PRICE BID & UNPRICED PRICE BID	Applicable
4.6	PART- F	Terms & Conditions of Reverse Auction	Applicable
4.7	PART- G	Forms & Procedures	Applicable
5	COST OF TENDER	NIL	Not Applicable
6	DUE DATE & TIME OF OFFER SUBMISSION	Date: 24/06/2019 , Time: IST 15-00 Hrs. <i>(Offer to be submitted online through e-procurement platform at https://bhel.abcprocure.com)</i>	Applicable
7	TECHNO-COMMERCIAL BID OPENING OF TENDER	Date: 24/06/2019 , Time: IST 16-00 Hrs. <i>(online through e-procurement platform at https://bhel.abcprocure.com participating bidders may witness the same)</i>	Applicable
8	LAST DATE FOR SEEKING CLARIFICATION	Date: 18/06/2019 (UP TO IST 11:00 Hrs.)	Applicable
9	EMD AMOUNT	INR 11,228.00 (Indian Rupees Eleven Thousand Two Hundred and Twenty Eight Only) [To be submitted in the form and manner as mentioned below]	<i>Applicable</i>
10	SCHEDULE OF Pre Bid Discussion (PBD)	(In case BHEL decides to conduct PBD, date, time & venue of PBD will be intimated suitably thru TCN)	<i>Shall be intimated to bidder in aforesaid websites only through TCN/ Corrigendum/ Addendum etc.</i>
11	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)		Not Applicable

12	Latest updates	<p>Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in</p> <p>a) Online through e-procurement platform at https://bhel.abcprocure.com)</p> <p>b) BHEL website (www.bhel.com, & http://eprocure.gov.in (CPP Portal)</p> <p>c) Bidders to keep themselves updated with all such information.</p>	<p>Shall be intimated to bidder in aforesaid websites only through TCN/Corrigendum/Addendum etc.</p>
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The offer shall be submitted as per the instructions of tender document. Only One set of tender document (in original, downloaded from website) signed by authorised company rep. of bidder and stamped on each page shall be submitted as detailed further, as given below. Bidders to note specifically that all pages of tender document, including these NIT pages etc. appearing in the website for this particular tender shall be submitted by them (after signing/stamping on each page) as a part of their offer. **Price shall not be mentioned by them anywhere in the techno-commercial portion of offer. Price shall be mentioned in the relevant price schedule only and to be submitted in e-procurement portal/platform in the form and manner mentioned in tender.**

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

- a) Mr. Swapnil Hamilton, Support Executive, e-mail ID: swapnil.h@eptl.in
- b) Mr. Hardik Oza, Support Executive, e-mail ID: hardik.oza@eptl.in
- c) Mr. Ankur Bhatt, Support Executive, e-mail ID: ankur.bhatt@eptl.in
- d) Mr. Prashant Rajyaguru, Asst. Manager – Implementation & Support, e-mail ID: prashant@eptl.in
Phone no. : +91-79-6813-6823 / 872 / 842 / 867

or for any difficulty in downloading the tender from internet website, they should contact this office (Dy. Engineer, Purchase, Dy. General Manager, Purchase or AGM, Purchase Phone no. 033-23398267/8221/8220). No alteration/changes by bidders is permitted in the tender/NIT appeared in the website.

1. Earnest Money Deposit (EMD) of INR 11,228.00 (Indian Rupees Eleven Thousand Two Hundred & Twenty Eight 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 M/s E-PROCUREMENT TECHNOLOGIES LIMITED 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/DY. 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.

- (i) Every tender must be accompanied by the prescribed amount of Earnest Money Deposit in any one of the following forms:
 - a) **Cash deposit as permissible under the extant Income Tax Act** (Before tender opening)
 - b) **Electronic Fund Transfer credited in Bharat Heavy Electricals Limited, PS-ER' account (before tender opening).** RTGS details of BHEL-PSER is available in tender.
 - c) Banker's Cheque/Pay Order/Demand Draft payable at Kolkata duly pledged in Favour of Bharat Heavy Electricals Limited, Kolkata (along with offer).
 - d) Any other mode as per latest guidelines issued by Govt. of India.
- (ii) Tenders received without Earnest Money in full in the manner prescribed above are liable to be rejected. EMD shall not carry any interest.
- (iii) EMD given by all tenderers (successful as well as unsuccessful) shall be refunded normally on acceptance of award/ LOI/ PO by successful Tenderer.
- (iv) 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"

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

OFFER DESCRIPTION	DOCUMENTS TO BE UPLOADED/SUBMITTED & MODALITY
TECHNICAL OFFER	1. Copy of Covering letter of offer (To be attached in Attachment section for e-proc) 2. 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 for e-proc). 3. Copy of Techno-Commercial Offer (To be attached in Attachment section for e-proc) 4. Pre-qualifying documents with all credential documents 5. Duly filled all annexures except price & unpriced format (To be attached in Attachment section for e-proc.). 6. Copy of records notes of Pre Bid Conference, if applicable/ pre-bid MOM. (To be attached in Attachment section for e-proc.) 7. Copy of Tender change notice (TCN), if applicable (To be attached in Attachment section for e-proc.). 8. All supporting documents/ Annexures etc as applicable (To be attached in Attachment section for e-proc). 9. No deviation certificate in bidders letterhead as per format given in Tender (To be attached in Attachment section for e-proc.).
UNPRICED PRICE BID	10. Price bid–Unpriced but mentioning only quoted / unquoted against each item as per tender. (To be attached in Unpriced bid Attachment section for e-proc.)
PRICE BID	11. Duly filled in Price bid as per tender. (To be attached in price bid Attachment section for e-proc.) Any other document uploaded/submitted in the price bid, apart from tendered Price Bid, shall not be taken into cognizance for evaluation of offer.

SPECIAL NOTE:

- A) Your offer & documents submitted with the offer shall be signed and stamped in each page by your authorized representative. No overwriting / correction in tender documents by bidders shall be allowed. However if correction is unavoidable, the same may be signed by authorized signatory.**
- B) All documents / annexure submitted with the offer shall be properly annexed and placed in respective places of the offer as per enclosure list mentioned in the covering letter. BHEL shall not be responsible for any missing documents.**
3. No deviation with respect to tender clauses and no additional clauses/ suggestions/clarification in Techno-commercial bid/Price bid shall normally be considered by BHEL. Bidders are requested to positively comply with the same. Offers with deviation are liable for rejection.
 4. 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.
 5. BHEL reserves the right to accept or reject any or all offer without assigning any reasons thereof. BHEL also reserve the right to cancel the offer wholly or partly without assigning any reason thereof. BHEL also reserve the right to split/part award the job. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD)
 6. You are free to visit the site and study the prevailing site condition including law & order etc. before quoting (if applicable).
 7. For any clarification on the tender document, you may seek the same in writing or through e-procurement portal/platform as per specified format within the last date of seeking clarification as per tender. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay, and receipt of any query after due date shall not be entertained.
 8. BHEL may decide holding Pre-bid Discussion [PBD] with all intending bidders. On such communication from BHEL, the bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Outcome of PBD (if any) shall also form part of tender.
 9. In case of absence of any queries from bidder(s), their quoted price will be PRESUMED to be final and complete with reference to the tender documents (including Tender change notes (TCNs), clarifications, corrigendum issued by BHEL, if any). Bidders are requested to study the tender documents in detail and prepare their queries /clarifications accordingly. All such queries / clarifications shall be cleared/replied by BHEL. Such clarification letters, corrigendum and/or Tender change notes (TCNs), if issued by BHEL, shall form part of tender document.
 10. In the event of any conflict between requirement of any clause of this specification/ documents /drawings /data sheets etc or requirements of different codes/ standards specified/ contradictions between any two clauses of tender document, the same to be brought to the knowledge of BHEL by bidders for clarification before due date of seeking clarification, otherwise, more stringent requirement as may be interpreted by BHEL shall prevail and shall be binding on you. Any typing error/missing pages/ other clerical errors in the tender documents, noticed by you must be pointed out before submission of offer, or else, BHEL's interpretation shall prevail & binding on you.
 11. Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
 12. Tender document containing above mentioned volumes shall be signed & stamped in all pages including this covering letter. Price bid shall be furnished in the specified format enclosed with the tender. Any additional copy, if required, may be taken by photocopying from the tender document given in the web.
 13. The Bidder has to satisfy the Pre-Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened, who will qualify for the subject job on the basis of pre-qualification evaluation & Techno-Commercial bids etc. BHEL reserves the right to reject the bidders with unsatisfactory past performance in the execution of a contract. BHEL's decision in this regard shall be final & binding.

14. While BHEL reserve the right to open the price bid of the offers in camera, the date & time to open the PRICE BID, tender opening shall be intimated to the bidders in case BHEL decides it to be 'Public opening' and in such a case, one authorised representative of the bidder shall be allowed to attend.
15. Overwriting or erasures should be avoided. If however, they exist they must be invariably attested.
16. Bidders are required to submit their BEST price as per tender Price Schedule format in e-procurement portal/platform in the form & manner as mentioned in tender. Price Bids shall be evaluated in the manner as prescribed in Price Schedule.
17. Taxes and duties shall be as per tender. Statutory variation of taxes and duties (plus or minus) in accordance with Govt. Notifications to the account of BHEL. Any imposition of new / additional Duty / Tax at the time of supply shall be borne by BHEL.
18. Bidders are required to submit price as per tender Price Bid format in e-procurement portal/platform or conventional hard copy bid submission in the form & manner as mentioned in tender.
19. "BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno- commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non- acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.
20. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).
21. The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates. In case of enquiry through e-procurement portal/platform, the sealed electronic price bid (e-bid) is to be treated as sealed envelope bid.
22. If it is found that L1 bidder has quoted higher in online seal bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).
23. Reverse Auction is the type of auction typically conducted to buy goods / items over Internet in which the lowest price bidder wins. In case, the bidders are willing to know the details about the methodology, they may please contact HEAD/PURCHASE OR DGM / PURCHASE, BHEL, KOLKATA. Information and General Terms and conditions of Reverse Auction is attached in Part-F.
24. However, if Reverse Auction process is not adopted or Reverse Auction is unsuccessful as defined in the RA rules/procedures, or for whatsoever reason, then the 'PRICE BID' and price impacts (if any), already submitted in e-procurement portal/platform, submitted by the bidder shall be opened for deciding the successful bidder, as per BHEL's standard practice. BHEL's decision in this regard will be final and binding on bidder.
25. Bidders are requested to note that the accepted / agreed tender terms (technical, commercial or on Reverse Auction) in their original offer cannot be altered / withdrawn by their own during the processing of tender.
26. Unsolicited discounts received after opening of techno commercial bid shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-1 party, then the awarded price shall be after considering the discount.
27. 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.
28. The offers of the bidders who are on the banned list as also the offer of the bidders, who engages the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.
29. The bidder shall submit documents in support of possession of 'Qualifying Requirements' duly self-certified and stamped/ digitally signed (as applicable) by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.
30. The bidder may have to produce original document for verification if so decided by BHEL.
31. Suspension of Business dealings with Suppliers/ Contractors : BHEL reserves the right to take action against contractors who fail to perform or indulge in malpractices, by suspending business dealings with them as detailed in Annexure-II.
32. Any deviation sought by the bidder should be indicated in the techno-commercial offer.
33. Bidder should write "accepted" in the column "supplier confirmation" for each clause, if the conditions are agreeable or else should write the deviations sought in "deviation" column. If any clause left blank, shall be construed as, the clause is accepted by the bidder.

34. Supplier shall furnish specific conformance to all material specifications and terms and conditions (General and Special) mentioned hereunder as well as appearing in Annexures enclosed as acceptable to them along with their offer. Offers with deviation(s) are liable for rejection.
35. "MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS & DC, MSME) if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) / Udyog Aadhar Memorandum(UAM) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure-C where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer."

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

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.

36. "For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15/06/2017 & 28/05/2018 and subsequent Orders issued by respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable".
35. Order of Precedence: In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:
- Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL
 - Notice Inviting Tender (NIT) & Pre-Qualifying Criteria (PART-A)
 - Price Bid & Unpriced Price Bid – PART-E
 - Special Condition of Contract (SCC) & Technical Specification (TS) - PART-C
 - General Conditions of Contract (GCC)- PART-B
 - Forms and Procedures — PART- G

All the bidders are requested to note that all the errata / technical clarifications / corrigendum / extension etc. shall be published in this web page through e-procurement platform at <https://bhel.abcprocure.com> & BHEL website (www.bhel.com & <http://eprocure.gov.in> (CPP Portal) only. As such, all the bidders are requested to be in continuous touch with this web page.

For all clarifications/issues related to the tender, Please contact:

Name	(1) Pinki Chandra / Dy. Engineer (PURCHASE) (2) Animesh Bhakta / DGM (PURCHASE) (3) Sukhen Mukherjee / AGM & HOD (PURCHASE)
Deptt:	PURCHASE
Address:	BHEL Bhawan, DJ-9/1, Sector – II, Salt Lake, Karunamoyee, Kolkata – 700 091
Phone: (Landline/Mobile)	(1) 033-23398221 (2) 033-23398267 (3) 033-23398220
Email:	pchandra@bhel.in , abhijitd@bhel.in , abhakta@bhel.in , sukhen@bhel.in
Fax:	033-23211960

Thanking you,

Yours faithfully,
For BHARAT HEAVY ELECTRICALS LTD

Dy. Manager (Purchase)

PART-A

PRE QUALIFICATION CRITERIA

JOB: "Maintenance of Landscape at BHEL Premises in Kolkata"

Sl. No.	CRITERIA
1.0	<p>(a) BIDDER SHOULD HAVE AVERAGE ANNUAL TURNOVER OF MINIMUM RS. 1.68 LAKHS DURING THE LAST 03 (THREE) FINANCIAL YEARS, ENDING ON 31-03-2018 AND SHOULD HAVE POSITIVE NET WORTH AS ON LATEST AUDITED ACCOUNTS AS SUBMITTED FOR PARA 1 (C).</p> <p>(b) BIDDER MUST HAVE EARNED PROFIT IN ANY ONE OF THE LAST THREE FINANCIAL YEARS ENDING ON 31-03-2018. AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT OF THE COMPANY FOR LAST 03 (THREE) FINANCIAL YEARS, ENDING ON 31-03-2018, NEED TO BE SUBMITTED IN SUPPORT OF ABOVE.</p> <p>(c) IN CASE AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT HAS NOT BEEN SUBMITTED FOR ALL THREE YEARS INDICATED ABOVE THEN THE APPLICABLE FINANCIAL AUDITED STATEMENTS SUBMITTED BY THE BIDDERS AGAINST THE REQUISITE THREE YEARS WILL BE AVERAGED FOR THREE YEARS.</p> <p>(d) IF FINANCIAL STATEMENTS ARE NOT REQUIRED TO BE AUDITED STATUTORILY, THEN INSTEAD OF AUDITED FINANCIAL STATEMENTS, FINANCIAL STATEMENTS ARE REQUIRED TO BE CERTIFIED BY CHARTERED ACCOUNTANT.</p>
2.0	BIDDER SHOULD HAVE EXPERIENCE OF SUCCESSFULLY COMPLETED SIMILAR WORKS (I.E. HORTICULTURE/LANDSCAPE/GARDENING) AT LEADING PSU'S /STATE GOVERNMENT /REPUTED COMPANIES IN THE LAST 07 YEARS ENDING ON LAST DATE OF BID SUBMISSION. BIDDER SHOULD SUBMIT ORDER COPY(S) ALONG WITH THE RELEVANT DOCUMENTS IN SUPPORT OF THE ABOVE.
3.0	BIDDER SHOULD HAVE VALID PAN
Note	RELEVANT SUPPORTING DOCUMENTS FOR ALL ABOVE MUST BE SUBMITTED

Part-B

GENERAL TERMS AND CONDITIONS OF THE CONTRACT (GCC)

- 1.0 Definition: Maintenance of Landscape at BHEL Premises in Kolkata
- 1.1 The following terms and expressions shall have the meaning hereby assigned to them except where the context otherwise requires.
- 1.2 BHEL shall mean Bharat Heavy Electricals Limited, a company registered under Indian Companies' Act, 1956 having its registered office at BHEL HOUSE, Siri Fort, New Delhi-110 049 and its Power Sector Eastern Region's Head Quarter at Plot No. 9/1, DJ Block, BHEL BHAVAN, Sector-II, Salt Lake, Kolkata-700 091.
- 1.3 GENERAL MANAGER shall mean the Officer in administrative charge of BHEL, Power Sector Eastern Region, Kolkata.
- 1.4 The "Contract" means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
- 1.5 The "work" means, the work described in the tender documents in individual work-orders as may be issued from time to time to the contractor by the Officer-In-charge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.
- 1.6 "The Engineer-In charge or Officer-In charge" means, the Officer authorised by the DGM/HR for the work
- 1.7 "Approved" and "Directed" means, the approval or direction of DGM/HR, or person deputed by him for the particular purposes.
- 1.8 The "Contract sum" means, the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract.
- 1.9 "CONTRACTOR" shall mean the individual firm or Company who enters into this contract with BHEL and shall include their executors, administrators, successors and assigns.
- 1.10 "LETTER OF INTENT" shall mean the intimation letter to the Bidder that his offer has been accepted in accordance with the provisions contained in the said letter. The responsibility of the contractor commences from the date of issue of this letter and the terms and conditions of the contract are applicable from that date.
- 1.11 "MONTH" shall mean English Calendar month.
- 1.12 A "week" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
- 1.13 A "day" means, the day of 24 hours (TWENTY FOUR) irrespective of the number of hours worked or not worked in that day.
- 1.14 A "working day" means, any day other than that prescribed by the NEGOTIABLE INSTRUMENTS ACT as being a Holiday, and consists of the number of hours of labour as commonly recognized by good employers in the trade in the district where the work is carried out or as laid down in the BHEL regulations.
- 2.0 COMMENCEMENT OF WORK:**
The contractor shall commence the work within the time indicated in the Letter of Intent from BHEL and shall proceed with the same with due expedition without **any delay**.
If the successful Bidder fails to start the work within 07 days from the date of issuance of the Letter of Intent (LOI) from BHEL at its sole discretion will have the right to cancel the contract. His earnest money and/or security deposit with BHEL will stand forfeited without any further reference to him, without prejudice to any and all of BHEL's other rights and remedies in this regard.
- 3.0 WORK TO BE CARRIED OUT:**
The Contract shall, include all labour, materials, tools, plant, equipment and transport which may be required for the execution of the work.
The Contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of the work. No extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.
- 4.0 DEVIATIONS:**
The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of DGM/HR. No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing

and incorporated in the Contract.

5.0 ASSIGNMENT OF TRANSFER OF CONTRACT:

The Contractor shall not without the prior written approval of the BHEL, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons. No sum of money which may become payable under the contract shall be payable to any person, other than the contractor unless the prior written approval of the BHEL to the assignment or transfer of such money is given.

6.0 SUB-CONTRACT:

The Contractor shall not sub-let any portion of the contract without the prior written approval of the BHEL.

7.0 COMPLIANCE TO REGULATIONS AND BYE-LAWS:

The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Bye-Laws of any local authority. The Contractor shall be bound to give all notices required by statute regulations or By-Laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.

Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provides a copy of the same to BHEL.

8.0 RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF LOCAL LAWS EMPLOYMENT OF WORKERS ETC.

The contractor shall comply with all the laws, statutory rules & regulations as applicable in respect of their manpower as may be prevalent or enacted by the State/Central Governments.

The contractor shall pay all taxes, fees, license charges, duties, royalty commissions, other charges or any arrears there of due to revision which may be levied on account of operation and in executing the contract to the concerned authorities.

The contractor shall follow the proper safety norms and ensure that no damage is caused by their manpower to any person, property of other parties working at the place of work. If any such damage is caused, it is the responsibility of the contractor to make good the losses or to compensate for the same.

The contractor shall be directly responsible for payment of wages and other statutory payments to their manpower engaged under this contract.

9.0 CONTRACTOR'S SUPERVISION:

The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to the DGM/HR to act in his stead.

Orders given to the Contractor's agent shall be considered to have the same force as if they have been given to the Contractor himself.

The Contractor or his accredited agent shall attend when required without making any claim for doing so, either the office of the DGM / HR or the OFFICER-INCHARGE, to receive instructions.

The DGM/HR shall have full powers and without assigning any reason, require the Contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The Contractor shall not be allowed any compensation on this account.

10.0 DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO WORKMEN:

The Contractor shall at his own expense reinstate and make good to the satisfaction of the DGM/HR and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify, the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

11.0 DISCOUNTS:

Unsolicited discount received after the due date and time of Bid Submission shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-1 party, then the awarded price i.e contract value shall be worked out after considering the discount so offered.

12.0 CANCELLATION OF CONTRACT FOR CORRUPT ACTS:

BHEL, whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued shall accrue thereafter to BHEL cancel the contract in any of the following cases and the Contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extend as provided in the case of cancellation for default.

If the Contractor shall: -

a) Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,
OR,

b) enter in to a contract with BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL.

13.0 CANCELLATION OF CONTRACT IN PART OF FULL FOR CONTRACTOR'S DEFAULT:

If the Contractor:-

- a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from DGM/HR or his authorized representative ;
- b) fails to comply with any of the Terms and Conditions of the contract or after reasonable notice in writing with orders properly issued thereunder ;
- c) BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercise the authority to cancel the contract as whole or part under this condition BHEL may complete the work at the contractor's risk and cost (as certified by DGM/HR which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL. If the cost exceeds the moneys due to the Contractor under this contract the Contractor shall either pay the excess amount ordered by DGM/HR or the same shall be recovered from the Contractor by other means. In case the BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by the BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the DGM/HR whose decision shall be final and conclusive.

14.0 TERMINATION OF CONTRACT:

- 1. Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, or if the firm is dissolved or the company is liquidated BHEL shall have the option of terminating the contract without compensation to the Contractor.
- 2. If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out the DGM/HR shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the fore-closing of the work.

15.0 ARBITRATION & CONCILIATION

15.1 ARBITRATION:

- 15.1.1 Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 15.2 herein below or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, commence arbitration in respect of such Dispute by issuance of a notice in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice'). The Notice shall contain the particulars of all claims to be referred to arbitration in sufficient detail and shall also indicate the monetary amount of such claim. The arbitration shall be conducted by a sole arbitrator to be appointed by the Head of the BHEL Power Sector Region issuing the Contract within 60 days of receipt of the complete Notice. The language of arbitration shall be English.

The Arbitrator shall pass a reasoned award.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder as in force from time to time shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Kolkata (the place from where the contract is Issued). The Contract shall be governed by and be construed as per provisions of the laws of India. Subject to this provision 15.1.1 regarding ARBITRATION, the principal civil court exercising ordinary civil jurisdiction over the area where the seat of arbitration is located shall have exclusive jurisdiction over any DISPUTE to the exclusion of any other court.

- 15.1.2 In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 as amended from time to time.

- 15.1.3 The cost of arbitration shall initially be borne equally by the Parties subject to the final allocation thereof as per the award/order passed by the Arbitrator.

- 15.1.4 Notwithstanding the existence of any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner unless the dispute inter-alia relates to cancellation, termination or short-closure of the Contract by BHEL.

15.2 CONCILIATION:

If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract), which the Parties are unable to settle mutually, arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent

authority of BHEL from the BHEL Panel of Conciliators.

Notes:

1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Procedure available www.bhel.com. The Procedure together with its Formats will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this GCC.

The Contractor hereby agrees that BHEL may make any amendments or modifications to the provisions stipulated in the Procedure to this GCC from time to time and confirms that it shall be bound by such amended or modified provisions of the Procedure with effect from the date as intimated by BHEL to it.

15.3 No Interest payable to Contractor

Notwithstanding anything to the contrary contained in any other document comprising in the Contract, no interest shall be payable by BHEL to Contractor on any moneys or balances including but not limited to the Security Deposit, EMD, Retention Money, RA Bills or the Final Bill, or any amount withheld and/or appropriated by BHEL etc., which becomes or as the case may be, is adjudged to be due from BHEL to Contractor whether under the Contract or otherwise.

16.0 RIGHTS OF BHEL:

BHEL reserves the following rights in respect of this contract without entitling the contractor for any compensation :-

- a) To terminate the contract any time by giving one month's notice without assigning any reasons thereof.
- b) To recover any amount due from the contractor on any account due to the contractor, under this contract or any other contract with BHEL or from Security Deposit.
- c) To effect recovery of any amount due from the contractor under this or any other contract with BHEL etc. or in any other form, the sum of money BHEL is forced to pay anybody due to contractor's failure to fulfill any of his obligations.

In the event of any dispute of any nature, the decision of BHEL shall be final and binding on the contractor.

17.0 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.

18.0 Rights of BHEL:

- (A) To withdraw any portion of work/supply and/or to restrict / alter the quantum of work/supply as indicated in the contract during the progress of work/supply and get it done through other agency and/or to suit BHEL's commitment to its customer or in case BHEL decides to advance the date of completion due to other emergency reasons / BHEL's obligation to its customer.
- (B) To terminate the contract or withdraw portion of work/supply and get it done through other agency, at the risk and cost of the contractor after due notice of a period of 14 days' by BHEL in any of the following cases:
 - i) Contractor/Supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/supplier including unexecuted portion of work/supply does not appear to be executable within balance available (#) period considering its performance of execution.
 - ii) Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
 - iii) Non-completion of work/Non-supply by the Contractor / Supplier within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor/supplier.
 - iv) Termination of Contract on account of any other reason (s) attributable to Contractor/Supplier.
 - v) Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of contract or part thereof by BHEL.
 - vi) Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier

(C) Risk & Cost Amount against Balance Work:

Risk & Cost amount against balance work shall be calculated as follows:

$$\text{Risk \& Cost Amount} = [(A-B) + (A \times H/100)]$$

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).

vii) 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.

(* Balance scope of work / supply (in case of termination of contract):

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work / Supply for calculating risk & cost amount. Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.

Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities.

Substitute / extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute / extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.

However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.

NOTE: In-case portion of work is being withdrawn, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work / supply' for calculating Risk & Cost amount.

(D) LD against delay in executed work / supply in case of Termination of Contract :

LD against delay in executed work / supply shall be calculated in line with LD clause as per GCC/SCC/TCC/Special note/any other annexure of tender document (in compliance with order of precedence), for the delay attributable to contractor / supplier. For this purpose, contract value shall be taken as Executed Value of work / supply for the purpose of limiting the maximum LD value.

Method for calculation of "LD against delay in executed work / supply" is given below.

i) Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor / supplier = T1

ii) Let the value of executed work / supply till the time of termination of contract= X

iii) Let the Total Executable Value of work/supply for which inputs/fronTS were made available to contractor/supplier and were planned for execution till termination of contract=Y

iv) Delay in executed work / supply attributable to contractor/supplier i.e. $T2 = [1 - (X/Y)] \times T1$

v) LD shall be calculated in line with LD clause [as per GCC/SCC/TCC/Special note/any other annexure of tender document (in compliance with order of precedence)] of the Contract for the delay attributable to contractor / supplier taking "X" as Contract Value and "T2" as period of delay attributable to contractor/ supplier.

(E) Recoveries arising out of Risk & Cost and LD or any other recoveries due from Contractor

Following sequence shall be applicable for recoveries from contractor / supplier on whom risk & cost has been invoked, after informing the contractor / supplier of the total proposed recovery :

a) Dues available in the form of Bills payable to contractor / supplier, SD, BGs against the same contract.

b) Demand notice for deposit of balance recovery amount shall be sent to contractor/ supplier, if funds are insufficient to effect complete recovery against dues indicated in (a) above.

c) If contractor / supplier fails to deposit the balance amount to be recovered within the period as prescribed in demand notice, following action shall be taken for balance recovery:

i) Dues payable to contractor / supplier against other contracts in the same Region / Unit shall be considered for recovery.

iii) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor / supplier.

19.0 TAXES & DUTIES, PAYMENT TERMS AND LIQUIDATED DAMAGE/ PENALTY:

As per Special Condition of Contract (SCC)

20.0 CONTRACT VALUE/RATE:

The contract value will remain firm during total contract period. No escalation of rate shall be entertained by BHEL during the contract period.

21.0 EARNEST MONEY DEPOSIT (EMD): As per NIT

22.0 SECURITY DEPOSIT:

Security Deposit shall be deposited by the successful tenderer before start of work or before release of first bill. EMD of the successful tenderer shall be converted and adjusted towards the required amount of security Deposit

The rate of Security Deposit will be **5% of contract value**.

Security Deposit may be furnished in any one of the following forms:

- i) Cash (as permissible under the Income Tax Act)
- ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- 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

- 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)
- 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)
- vi) Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be deposited before start of the work and the balance 50% may be recovered from the running bills.
- vii) 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, with the approval of the authority competent to award the work.
- viii) If the contract value is less than 20 lacks, Work can be started before the required Security Deposit is collected. However, payment can be released only after collection/ recovery of initial 50% Security Deposit.
- ix) **BHEL reserve the right of forfeiture of security deposit** in addition to other claims and penalties in the event of the contractor's failure to fulfill any of the contractual obligations (including liquidation or bankruptcy of the contractor, non-payment of money payable by means of arbitration award in favour of BHEL) or in the event of termination of contract as per terms and conditions of contract. BHEL reserve the right to set off these security deposit, against any claims of any other contract with BHEL.

23.0 RETURN OF SECURITY DEPOSIT:

As per SCC.

24.0 NON-FULFILLMENT OF ANY CONTRACTUAL OBLIGATIONS:

Any delay in completion of works/or non-achievement of periodical targets due to reasons attributable to the contractor, the same will have to be compensated by the contractor either by increasing man power and resources or by working extra hours and/or by working more than one shift. All these are to be carried out by the contractor at no extra cost.

To recover any money due from the contractor from any money due to the contractor under this contract or any other contract or from the Security deposit.

To terminate the contract or to restrict the quantum of the work and pay for the portion of work executed in case BHEL's contracts with their customers are terminated for any reason.

To effect recovery from any amounts due to the contractor under this or any other contract etc., in any other form, the money BHEL is forced to pay to anybody, due to contractor's failure to fulfill any of his obligations.

While every endeavor will be made by BHEL, they cannot guarantee uninterrupted work due to conditions beyond their control. Contractor will not be entitled for any compensation/extra payment in this account.

In the event of any dispute of any nature, the decision of BHEL shall be final and binding on the contractor.

25.0 FORCE MAJEURE:

The following shall amount to force majeure:

Acts of God, acts of any Government, war, sabotage, riots, civil commotion, police action, revolution, flood, fire, cyclone, earthquake and epidemic and other similar cause over which the contractor has no control.

If the contractor suffers delay in the due execution of the contractual obligation due to delays caused for force majeure as defined above, the agreed time of completion of the job covered by this contract or the obligations of the contract shall be extended by a period of time equal to the period of delay provided that on the occurrence of any such contingency the contractor immediately reports to BHEL in writing the causes of delay and contractor shall not be eligible for any compensation.

26.0 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.

27.0 LOADING FACTORS FOR DEVIATION TO BHEL STANDARD TERMS & CONDITIONS

i) Bank Guarantee: Non submission of 10% BG will attract 10% loading on the offers.

ii) Penalty Clause: Non acceptance of penalty clause will attract maximum 10% loading on the offer and accordingly proportionate percentage will be loaded for accepting less percentage of penalty clause. Ex: If the supplier has accepted for maximum 5% penalty clause, then balance 5% will be loaded.

iii) For all other Terms & Conditions, if the offer is not confirming to the same, BHEL at its discretion shall load the same and the loading pattern shall be intimated to the bidders before price bid opening. However BHEL reserves the right to cancel a bid in case of non-acceptance of any terms and conditions finally arrived before price bid opening.

Note: The offers not complying the above Terms & Conditions shall be liable for rejection.

[The interested bidder /vendor can visit our Office/site during working days before submitting offer.](#)

JOB: Maintenance of Landscape at BHEL Premises in Kolkata

PART-C
SCOPE & SPECIAL TERMS AND CONDITIONS (SCC) OF THE CONTRACT

1.0	Horticulture (Landscaping and Gardening) Works
1.1	The contractor shall supply and maintain minimum 200 Nos of Decorative Potted Plants at the premises of BHEL Bhawan, Plot no.9/1, DJ Block, Sector-II Salt Lake, Kolkata-700 091 at any given point of time.
1.2	Contractor shall be responsible for developing and maintenance of two number of Garden of approximate 1635 sft of which (i) 720 sft (approx.) sized garden located at BHEL Bhawan , Plot no.9/1, DJ Block, Sector-II Salt Lake, Kolkata-700 091 and (ii) 915 sft (approx.) sized garden located at BHEL Residential Complex, 107/4A Satyaendranath Majumder Sarani, Kolkata-700026.
1.3	Contractor shall engage experienced and adequate number of skilled workers for undertaking landscaping and gardening work at BHEL premises covered under the contract and shall develop and maintain garden, trees, outdoor and indoor plants on regular basis and shall arrange all durables, consumables and machines required for gardening/maintenance.
1.4	The maintenance of Garden shall include watering, manuring, fertilizing, plant protection for pests and diseases, sweeping, weeding, mowing and disposal of garden refuse, cultivation and cutting of edges, pruning and clipping of hedges, plantation of seasonal flowers, plantation of sapling/ seeds, regularly garbage disposal from the site after work etc. and minor repair works and all other landscape operations necessary for the proper growth for garden features and maintaining them in proper standard of maintenance which includes replacement of indoor and potted plants time to time.
2.0	The scope of work would include:
2.1	Cultivation: Regular weeding, cutting edges of lawn and flower beds, ground covers, making basins of tree pits and hoeing to be done periodically
2.2	Repair and Replacement: The Contractor shall carry out all minor repairs to garden features damaged due to digging in the area, natural calamity or any other reason
2.3	Irrigation:- Daily adequate watering (including Sunday/Holidays) of all garden features with hose pipe or sprinkler system in different areas should be done regularly. Contractor will make his own arrangement of water pump/hose pipe in adequate quantities. All the lawns and play fields should be irrigated properly. Contractor must ensure that unnecessary wastage of water does not occur at any time and must protect the irrigation fitting/hydrant etc. any damage to existing irrigation system due to negligence of his staff will have to be made good by Contractor at his cost. (BHEL would provide one water point and electric plug point near to each garden. For water and electric consumption no charge would be levied to contractor).
2.4	Fertilizer ,Manure and chemicals : Manure and Fertilizers specified shall be applied by contractor as required. Manure, Fertilizers and chemicals shall be provided by contractor at his own cost during the season and whenever required.
2.5	Plant Protection: Periodic checks to be carried out for pests and disease. In the event of infestation prompt spraying of appropriate, pesticides, insecticides and fungicides will be required or eradication of the same, Pesticides, insecticides and fungicides will be supplied by contractor.
2.6	Mowing: Lawn mowing to take place as per need to given neat, clean, tidy and even look. So as Hedge Cutting / shaping should be on regular intervals
2.7	Pruning: Clipping and trimming of hedges and edges, trimming of shrub plants trees, creepers and bougainvillea's etc. at regular intervals, stacking of plants whenever and wherever required.
2.8	Any areas, if added at later stage in future, would be maintained under the maintenance on the quoted rates.
2.9	Contractor shall also be responsible for maintenance for indoor plants and timely replacement with ornamental plant of good quality and height.
2.10	Contractor shall be responsible for arranging tools/trackless for proper development and maintenance of the garden and ensure that all garden machinery tools/hose pipe etc are removed from the site or kept in hidden places to avoid public view during the office hours.
2.11	The contractor should also cultivate seasonal flower plants/ flower beds at the premises and should regularly colour the pots to give a good look.
2.12	Contractor shall also maintain the green room/ nursery at his own premises and use the area for nurture, grow and develop the indoor plants at his cost.

2.13	The contractor shall supply and maintain minimum 200 Nos Decorative Potted Plants at the premises of BHEL Bhawan , Salt Lake, Kolkata at any given point of time. The plants may be suitably placed at ground and also inside the building at all elevations. The suggestive Potted Plants are as under :																																																				
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4.0	SECURITY DEPOSIT : AS PER GCC																																																				
5.0	RETURN OF SECURITY DEPOSIT:																																																				
5.1	Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.																																																				
5.2	No interest shall be payable by BHEL on earnest money / security deposit or any money due to the contractor by BHEL.																																																				
6.0	Engagement of Labour: The Contractor shall make his own arrangement for the engagement of all labours, local or otherwise, and, save insofar as the Contract otherwise provides, for the transport, housing, feeding and payment thereof.																																																				
7.0	Safety Provisions: The Contractor shall comply will all the precautions as required for the safety of the workman as far as they are applicable to the Contract. The Contractor shall provide all necessary safety appliances like Shoes, goggles helmets, masks, etc. to the workmen and the staff.																																																				
8.0	Footwear/Glows: The Contractor shall at his own expense provide footwear/glows for all labours engaged for works and all other type of works etc. to the satisfaction of BHEL or his Representative, and on his failure to do so, the Employee shall be entitled to provide the same and recover the cost from the Contractor.																																																				
9.0	Procurement of Various Materials: The Employer will not supply any materials required for the horticulture development works under this Contract. The Contractor must, therefore, make his own arrangement for timely procurement of various materials including garden soil, manure, grass and plants etc.																																																				
10.0	Water Supply & Power Supply: Water Supply & Power Supply will be given by BHEL free of cost at one point. Non availability of power supply and/or water from whatever source shall not entail any additional claims or extension of contract period in this account.																																																				
11.0	PAYMENT TERMS																																																				
11.1	<p>A) Separate bills shall be submitted once in a month, for claiming the dues as per pro-rata monthly basis (i.e., per month charges) for the specific jobs as listed below:</p> <ul style="list-style-type: none"> i) Supply and Maintenance of 200 nos. Decorative Potted Plants at BHEL Bhawan Premises in Kolkata. ii) Maintenance of Garden 1635 sq. ft. approx. of which a) 720 sq. ft. at 9/1, DJ Block, Sector-II Salt Lake, Kolkata 700091 and b) 915 sq. ft. at 107/4A Satyendranath Majumder Sarani, Kolkata-700026. <p>a) Interim payment of 90% of "Total quoted price including all taxes & duties excluding applicable cess, BOCW cess and GST "shall be made only by Account Payee Cheque/RTGS within 30 days after receipt of each monthly bill with "The job completion certificate of the relevant job" issued by DGM/HR or Officer in charge.</p> <p>b) Balance Payment: Balance payment including applicable cess, BOCW cess & GST will be released after successful completion (monthly basis) of any individual job subject to fulfilment of the following :</p> <ol style="list-style-type: none"> 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. <p>B) 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.</p>																																																				
11.2	From the amount payable, recovery such as SD, LD, taxes etc will be made (if any).																																																				
11.3	The rates offered by the Contractor should be firm during the tenure of the contract.																																																				
11.4	The payment shall be made in Indian currency only. No advance shall be paid																																																				
11.5	Paying authority: Head/Finance, BHEL-PSER Kolkata																																																				

TENDER NO : PSER:PUR:HR:161(II):032 Date 13/06/2019

12.0	TAXES, DUTIES ETC:
12.1	All taxes excluding applicable cess & BOCW Cess & GST with (mentioned elsewhere in the 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 the Contractor and shall not be payable extra by BHEL.
12.2	Any increase in the above at any stage during execution including extension of the contract, if any, shall have to be borne by the contractor. Quoted/ accepted rates/ price shall be inclusive of all such requirements.
12.3	GST with applicable Cess, legally leviable & payable by the successful Contractor as per GST Law, shall be paid extra by BHEL. Hence, Contractor shall not include GST with applicable Cess in their quoted price.
12.4	The successful Contractor 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 Contractor on BHEL for this project/ work.
12.5	Since GST on output will be paid by BHEL separately as enumerated above, Contractor's quoted rates/ price should be after considering the Input Credit under GST law at their end.
12.6	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.
12.7	TDS under GST (if/ as & when applicable later) shall be deducted at applicable rates on gross invoice value from the running bills. However as on date no TDS under GST is applicable.
12.8	Contractor shall note that the GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred there under) wherein the 'Bill To' details shall be as per following. BHEL GSTN – 19AAACB4146P1ZC NAME – BHARAT HEAVY ELECTRICALS LIMITED ADDRESS – BHEL Bhavan, DJ-9/1, Sector - II, Saltlake, Kolkata - 700091.
12.9	Contractor to intimate immediately 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 – Shall be intimated later. and Email Address – Shall be intimated later In case of delay in submission of the abovementioned documents on the date of dispatch, 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 Contractor, if such delay is attributable to the Contractor.
12.10	In case of raising any Supplementary Tax Invoice (Debit / Credit Note) Contractor shall issue the same containing all the details as referred to in Section 34 read with Section 31 of GST Act & Rules referred there under.
12.11	Contractor 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, Contractor shall also ensure prompt delivery of Goods after dispatch.
12.12	Contractor 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 attributable to the Contractor, GST amount shall be recoverable from the Contractor along with interest levied / leviable on BHEL, as the case may be.
12.13	Contractor shall upload the Invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act. Contractor shall note that in case of delay in declaring such invoice in your 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 Contractor along with interest levied / leviable on BHEL.
12.14	Way Bill: Successful Contractor shall arrange way bill / e-waybill for any transfer of goods for the execution of the contract. The Contractor 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.
12.15	Any new taxes & duties, if imposed subsequent to the due date of offer submission as per NIT & TCN, by statutory authority during contract period (including extensions for which delay is not attributable to the Contractor), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, Contractor shall obtain prior approval from BHEL before depositing any such new taxes and duties. Benefits and/or abolition of all existing taxes must be passed on to BHEL against new taxes, if any, introduced at a later date.
13.0	CONTRACT PERIOD :
	This contract will be for a period of two years from the date of commencement of the contract.
14.0	COMMENCEMENT OF WORK :
14.1	The Contractor shall commence the work within 07 days from the date of issuance of the Letter of Intent (LOI) from BHEL and shall proceed with the same with due expedition without any delay.
14.2	If the successful Bidder fails to start the work within the stipulated time, BHEL at its sole discretion will have the right to cancel the contract.

15.0	Procedure for disputes: If any dispute or difference of any kind what so ever shall arise between the Employer and the Contractor in connection with or arising out of the Contract, or the execution of the works, whether during the progress of the works or after their completion and whether before or after the termination, abandonment or breach of the contract, it shall, be settled under the Indian Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. Such arbitration shall be settled by Sole arbitrator who shall be appointed by Head of HR, PSER, BHEL, Kolkata. The arbitration shall take place in Kolkata unless both parties agree otherwise
16.0	PENALTY:
16.1	BHEL reserve the right to impose penalty for failure in supply and maintain minimum 200 Nos. of Decorative Potted Plants at the premises of BHEL Bhawan, Salt Lake, Kolkata. In case short supply of fresh potted plants (less than 200 nos.) for more than three days, an amount Rs.10/- per potted plant per day counted from the day of short supply will be recovered from monthly running bills limited to 10% of the contract value for the particular job.
16.2	If work as directed by the engineer in charge like weed out of all undesirable growths, removal and dispose off dead grass, watering and maintenance of lawn and garden etc. was not done even after three days from the matter being brought to the notice of the contractor, an amount of Rs 60 per day limited to 10% of the contract value for the particular job calculated from the day of notice to the contractor shall be imposed on.
17.0	EVALUATION CRITERIA:
	Evaluation will be done on "Total quoted price including all taxes & duties excluding applicable Cess, BOCW cess & GST" as per Price Schedule (SCH-II).
18.0	OTHER CONDITIONS:
18.1	The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever.
18.2	BHEL reserve the right to reject any or all of the tenders.
18.3	Validity of offer submitted by the bidder should be more than six month from the date of opening of bid.
18.6	Conditions and un-witnesses tenderers, tenders containing absurd or unworkable rates and amounts and tenders which are incomplete and otherwise considered defective and not in accordance with the tender conditions, specification etc., are liable to be rejected.
18.7	If a tenderer expires after his submission of the tenders or after the acceptance of his tender BHEL may at their discretion cancel such tender. If a partner of a firm expires after the submission of the tender or after the acceptance of the tender, BHEL may cancel such tender at their discretion unless the firm retains its character.
18.8	BHEL will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. They may however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
18.9	If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded, and forfeit Earnest Money / Security Deposit.
18.10	Canvassing in any form in connection with the tenders is strictly prohibited and the tenders submitted by the contractor who resort to canvassing are liable to rejection.
18.11	Should a tenderer or contractor or in the case of a firm or Company one or more its partners / shareholders / directors have a relation or relations employed in the capacity of an officer of BHEL, the authority inviting tender shall be informed of the fact along with the officer, failing this, BHEL may, at it sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money / Security Deposit.
18.12	The successful tenderer should not subcontract the part or complete work detailed in this tender specification / undertaken by him without written permission of BHEL. The tenderer is solely responsible to BHEL for the work awarded to him.
18.13	No deviation from the tender specifications shall be acceptable to BHEL. Tenderers shall confirm their unqualified acceptance of the terms and conditions by giving an undertaking to this effect in a separate envelope along with the techno-commercial bid super scribed the word "undertaking for NO DEVIATION".
18.14	The Tender submitted by a techno commercially qualified tenderer shall become the property of BHEL who shall be under no obligation to return the same to the bidder. However unopened price bids and late tenders shall be returned to the bidders
18.15	BHEL shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.

PART – D

TO
Bharat Heavy Electricals Limited,
POWER SECTOR – EASTERN REGION
2nd FLOOR, Block-DJ, Plot- 9/1, SECTOR- II
SALT LAKE CITY, KOLKATA – 700 091
FAX – 033-2321-1960

Sub: NO DEVIATION CERTIFICATE

(TO BE SUBMITTED IN SUPPLIER'S LETTER HEAD)

JOB: “Maintenance of Landscape at BHEL Premises in Kolkata”
Tender No.: PSER:PUR:HR:161(II):032 Date: 13/06/2019

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 and in case of observance at any stage, it shall be treated as null and void.

We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred Tender and confirm our acceptance to reverse auctioning process and we hereby convey our unqualified acceptance to all terms and conditions as stipulated in the tender and NIT.

We do not have any objections to splitting the quantity among the different bidders by BHEL.

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.

We confirm to have submitted offer strictly in accordance with tender instructions.

Thanking you,

Yours faithfully,

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

Maintenance of Landscape at BHEL Premises in Kolkata

PART- E - UN PRICE BID

SL NO	PREAMBLE
1	This preamble forms part of tender document and schedule of items. The tenderer should read this preamble carefully in rates for various items. Clauses under this preamble shall be read in conjunction with other tender sections as applicable.
2	The work shall be carried out strictly as per specifications, description of the items in these schedule and / or engineer's instructions.
3	Items of work provided in this schedule but not covered in this specification shall be executed strictly as per instruction of the engineer.
4	Unless specifically mentioned otherwise in the tender document, the tenderer shall quote All inclusive rate (in Rs.) including all other costs, Labour costs, taxes, duties excluding applicable cess, BOCW Cess and GST (mentioned elsewhere in the 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 the Contractor and shall not be payable extra by BHEL.
5	Subject to above quantity variation, the quantities of the various items mentioned in this schedule of items are approximate, based on very preliminary information and may vary +/- 20%. The quoted rates of each item will remain firm throughout the period of execution including extension, for reasons whatsoever.
6	Rates shall be quoted in figures and in words in clear legible writing. No overwriting is allowed. All scoring and cancellations should be countersigned and in case of illegibility the interpretation of engineer shall be final. All entries shall be in English language.
7	All works item wise shall be measured upon completion and paid for at the rates quoted and accepted as per BHEL approved payment schedule/billing break-up.
8	The tenderer shall be deemed to have visited site and made himself aware of all the site conditions, studied the specifications and details of work to be done within the time schedule attached and to have acquainted himself of the conditions prevailing at site.
9	No splitting of the job is envisaged. Decision of BHEL in this regard shall be final and binding to the bidders.
10	Bidders are not allowed to alter the Price Schedule format including item description, quantity etc. and the offer is liable for rejection if the bidders submit their prices in Price Schedules modified by them. BHEL reserves the right to reject the offers of bidders who submit offers in Price Formats which are modified/altered by them.
11	In case of Lumpsum contracts, addition or deletion of the scope beyond the variation limit specified shall be derived from the quoted Lumpsum price and the tendered scope of work considering the allowable variation limit.
12	Engineer's decision shall be final and binding on the contractor regarding clarification of items in the schedule with respect to the other sections/volumes of the contract.
13	Size and weights of various items are mentioned in the attached BOQ cum rate/price schedule for reference purpose only & these shall not be taken into consideration for quoting/calculating amount in the rate schedule. These shall be utilised as per relevant sections of tender. Bidders shall quote for each item in the rate column, taking unit as mentioned in the quantity column. Rates shall be filled in both figures and words. Amount shall be calculated based upon these rates multiplied by the mentioned quantity for the respective items.
14	Bidder's Total quoted price INCLUDING ALL TAXES & DUTIES EXCLUDING APPLICABLE CESS, BOCW cess & GST (SCH-1 MAIN ITEM) shall be considered for evaluation.
15	In case the lowest rate offered by the bidders are found to be unreasonable, BHEL reserves the right to negotiate for further price reduction and in case the same is acceptable to BHEL and in such case the negotiated rate will be considers as L1 rate for all purposes.
16	BHEL RESERVES THE RIGHT TO RATIONALIZE THE RATES, QUOTED BY L-1 BIDDER AGAINST ITEMWISE LOWEST RATES (AMONG THE PARTICIPATING BIDDERS), BEFORE PLACEMENT OF ORDER.
17	BHEL reserves the right to place order on any/all optional item(s) anytime within the period of contract.
18	BIDDER TO MENTION "QUOTED" OR "NOT-QUOTED" IN THE PRICE/RATE COLUMN

PLEASE REFER

**E-PROCUREMENT PORTAL <https://bhel.abcprocure.com> for PART-E: UN PRICE BID
(SCH-I): TOTAL PRICE**

UN PRICE BID						
JOB: Maintenance of Landscape at BHEL Premises in Kolkata						
SCH-2: WEIGHTAGE BREAK-UP OF MAIN PRICE						
Item	DESCRIPTION OF ITEM	UNIT	Rates per month (including all taxes & duties excluding applicable Cess, BOCW cess & GST)	Rates for Twenty Four months (Total quoted price including all taxes & duties excluding applicable Cess, BOCW cess & GST)		WEIGHTAGE FOR TOTAL PRICE OF EACH ITEM (NEAREST TO THE 9 DECIMAL POINTS) W.R.T THE GRAND TOTAL AMOUNT
			Rate in Fig (Rs)	Rate in Fig (Rs)	INR in words	
A1	Supply and Maintenance of 200 nos Decorative Potted Plants at BHEL Bhavan Premises in Kolkata”	Lump sum per month			(Say ‘B’)	0.358834295
A2	Maintenance of approx 1635 sft Garden (ie, 720 sft approx.at 9/1, DJ Block, Sector-II Salt Lake, Kolkata-700091 & 915 sft approx. at 107/4A Satyaendranath Majumder Sarani, Kolkata-700026)	Lump sum per month			(Say ‘C’)	0.641165705
ALL INCLUSIVE TOTAL PRICE INCLUDING ALL TAXES & DUTIES EXCLUDING APPLICABLE CESS, BOCW cess & GST i.e. P1 =(‘B’ +‘C’) This is the evaluation criteria.						1.000000000

Maintenance of Landscape at BHEL Premises in Kolkata

PART-E - PRICE BID

SL NO	PREAMBLE
1	This preamble forms part of tender document and schedule of items. The tenderer should read this preamble carefully in rates for various items. Clauses under this preamble shall be read in conjunction with other tender sections as applicable.
2	The work shall be carried out strictly as per specifications, description of the items in these schedule and / or engineer's instructions.
3	Items of work provided in this schedule but not covered in this specification shall be executed strictly as per instruction of the engineer.
4	Unless specifically mentioned otherwise in the tender document, the tenderer shall quote All inclusive rate (in Rs.) including all other costs, Labour costs, taxes, duties excluding applicable cess, BOCW Cess and GST (mentioned elsewhere in the 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 the Contractor and shall not be payable extra by BHEL.
5	Subject to above quantity variation, the quantities of the various items mentioned in this schedule of items are approximate, based on very preliminary information and may vary +/- 20%. The quoted rates of each item will remain firm throughout the period of execution including extension, for reasons whatsoever.
6	Rates shall be quoted in figures and in words in clear legible writing. No overwriting is allowed. All scoring and cancellations should be countersigned and in case of illegibility the interpretation of engineer shall be final. All entries shall be in English language.
7	All works item wise shall be measured upon completion and paid for at the rates quoted and accepted as per BHEL approved payment schedule/billing break-up.
8	The tenderer shall be deemed to have visited site and made himself aware of all the site conditions, studied the specifications and details of work to be done within the time schedule attached and to have acquainted himself of the conditions prevailing at site.
9	No splitting of the job is envisaged. Decision of BHEL in this regard shall be final and binding to the bidders.
10	Bidders are not allowed to alter the Price Schedule format including item description, quantity etc. and the offer is liable for rejection if the bidders submit their prices in Price Schedules modified by them. BHEL reserves the right to reject the offers of bidders who submit offers in Price Formats which are modified/alterd by them.
11	In case of Lumpsum contracts, addition or deletion of the scope beyond the variation limit specified shall be derived from the quoted Lumpsum price and the tendered scope of work considering the allowable variation limit.
12	Engineer's decision shall be final and binding on the contractor regarding clarification of items in the schedule with respect to the other sections/volumes of the contract.
13	Size and weights of various items are mentioned in the attached BOQ cum rate/price schedule for reference purpose only & these shall not be taken into consideration for quoting/calculating amount in the rate schedule. These shall be utilised as per relevant sections of tender. Bidders shall quote for each item in the rate column, taking unit as mentioned in the quantity column. Rates shall be filled in both figures and words. Amount shall be calculated based upon these rates multiplied by the mentioned quantity for the respective items.
14	Bidder's Total quoted price INCLUDING ALL TAXES & DUTIES EXCLUDING APPLICABLE CESS, BOCW cess & GST (SCH-1 MAIN ITEM) shall be considered for evaluation.
15	In case the lowest rate offered by the bidders are found to be unreasonable, BHEL reserves the right to negotiate for further price reduction and in case the same is acceptable to BHEL and in such case the negotiated rate will be considers as L1 rate for all purposes.
16	BHEL RESERVES THE RIGHT TO RATIONALIZE THE RATES, QUOTED BY L-1 BIDDER AGAINST ITEMWISE LOWEST RATES (AMONG THE PARTICIPATING BIDDERS), BEFORE PLACEMENT OF ORDER.
17	BHEL reserves the right to place order on any/all optional item(s) anytime within the period of contract.

PLEASE REFER**E-PROCUREMENT PORTAL <https://bhel.abcprocure.com> for
PART-E: PRICE BID
(SCH-I): TOTAL PRICE**

PRICE BID						
JOB: Maintenance of Landscape at BHEL Premises in Kolkata						
SCH-2: WEIGHTAGE BREAK-UP OF MAIN PRICE						
Item	DESCRIPTION OF ITEM	UNIT	Rates per month (including all taxes & duties excluding applicable Cess, BOCW cess & GST)	Rates for Twenty Four months (Total quoted price including all taxes & duties excluding applicable Cess, BOCW cess & GST)		WEIGHTAGE FOR TOTAL PRICE OF EACH ITEM (NEAREST TO THE 9 DECIMAL POINTS) W.R.T THE GRAND TOTAL AMOUNT
			Rate in Fig (Rs)	Rate in Fig (Rs)	INR in words	
A1	Supply and Maintenance of 200 nos Decorative Potted Plants at BHEL Bhavan Premises in Kolkata	Lump sum per month			(Say 'B')	0.358834295
A2	Maintenance of approx 1635 sft Garden (ie, 720 sft approx.at 9/1, DJ Block, Sector-II Salt Lake, Kolkata-700091 & 915 sft approx. at 107/4A Satyaendranath Majumder Sarani, Kolkata-700026)	Lump sum per month			(Say 'C')	0.641165705
ALL INCLUSIVE TOTAL PRICE INCLUDING ALL TAXES & DUTIES EXCLUDING APPLICABLE CESS, BOCW cess & GST i.e. P1 =('B' + 'C') This is the evaluation criteria.						1.000000000

PART- F

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'.

PART-G

FORMS AND PROCEDURES

ANNEXURE-1

FORMAT FOR SEEKING CLARIFICATION

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

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

Dear Sir,

Sub: **Request for Clarification**

Ref: 1) NIT/Tender Specification No:,
2) All other pertinent issues till date

Sl no	Reference clause of Tender Document	Existing provision	Bidder's query	BHEL's clarification
1				
2				
3				

Yours faithfully,

(Signature, date & seal of Authorized Representative of the Bidder)

ANNEXURE-2

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 a)	<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>

1.3 b)	<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> <ul style="list-style-type: none"> i) Supplier tampers with tendering procedure affecting ordering process. ii) Supplier has misused BHEL documents/ drawings/ technical information or has breached the confidentiality agreement with BHEL. iii) after placement of order, Supplier fails to execute the contract. iv) within warranty period as per contract, Supplier continues to supply low/ less/ non-performing equipment/ services, repetitive failures, remains non-responsive. v) Wherever risk purchase clause (amounting to more than 5% of contract value) has been invoked.
1.4	<p>Banning across BHEL shall be imposed in following cases, if</p>
1.4.1	<ul style="list-style-type: none"> i) After price bid opening but before placement of order, Supplier withdraws his offer or varies it in any manner within the validity period. ii) Supplier is found to be responsible for submitting fake/ false/ forged documents, certificates, or information or misrepresentation/ willful suppression of facts, or has resorted to unethical, illegal means or has forged BHEL documents, certificates etc. for securing business, meeting PQR or for enlistment in BHEL or with customers other than BHEL. iii) In spite of warnings, the Supplier persistently violates or circumvents the provisions of labour laws/ regulations/ rules or other statutory requirements. iv) Supplier is found to be involved in cartel formation or in any other act so as to influence the bidding process or influence the price. v) The Supplier has indulged in malpractices or misconduct such as bribery, corruption and fraud, pilferage, coercion etc. vi) The Supplier is found guilty by any court of law for criminal activity/ offences involving moral turpitude in relation to business dealings. vii) Supplier is found to have obtained any internal information/ documentation of BHEL by unauthorized means. viii) The foreign Principals along with the representing Agent shall be banned together if information submitted by them about their precise relationship, commission/ remuneration etc. payable/ receivable and other particulars as asked by BHEL, as per the extant guidelines regarding dealing with Agents of Foreign Suppliers is found false/ incorrect, at any stage.
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 latest Guidelines for “Suspension of Business dealings with Suppliers/ Contractors” available in BHEL website <http://www.bhel.com>. These shall form part of tender documents.

ANNEXURE-3

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.

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.

ANNEXURE - 4

(RTGS FORMAT – NEED TO BE SUBMITTED ALONG WITH OFFER . THE SAME IS REQUIRED FOR ANY PAYMENT BY BHEL INCLUDING REFUND OF EMD ETC.)

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

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 Authorised
Representative
के. के. कोसरी / K. K. Coari
General Manager (FM)
बी. एच. ई. लिम. - पो. सराई और - कोलकाता - 700 091
BHEL : PSER / Kolkata-700 091

Confirmation by Bank
with office seal


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

ANNEXURE-5

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*				
Additional Mandatory information for Vendor with Registered GSTN				
		GSTN wise		
		For 1st GSTN	For 2nd GSTN	For Nth GSTN
1	GSTIN Code {with copy of GSTN Certificate (Provisional/Original)}*			
2	Address*-			
3	City*			
4	State *			
5	PIN code*			
6	Mobile no.*			
7	Phone no.			
8	Fax no.			
9	Contact person*			
10	Email id*			

ANNEXURE-6

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.

LIST OF CONSORTIUM BANKS FOR BANK GUARANTEE

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

Specific clause wrt BOCW Act & Cess Act

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

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

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