

**BHARAT HEAVY ELECTRICALS LIMITED****(A Govt. Of India Undertaking)**

POWER SECTOR, EASTERN REGION

BHEL BHAWAN, PLOT NO. DJ-9/1, SECTOR II,

SALT LAKE CITY, KOLKATA, WEST BENGAL, INDIA

Phone : 033-23216130-31, 033-23216130 FAX : 033-23211960

NOTICE INVITING TENDER (NIT)

OFFERS are invited from **REPUTED AND EXPERIENCED 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.

ISSUE OF TENDER TO ANY BIDDER SHALL NOT CONSTRUCT THAT THE BIDDER IS CONSIDERED TO BE QUALIFIED.

FOLLOWING POINTS RELEVANT TO THE TENDER MAY PLEASE BE NOTED AND COMPLIED WITH:

Salient Features of NIT

SL NO	ISSUE	DESCRIPTION	
i	E-TENDER NUMBER	PSER:PUR:PMX:163(XV):006 (ENQ:20:PP:0015:PUR:2) DATE: 21/05/2020	
ii	Broad Scope of job	DESIGN, FABRICATION, SUPPLY, INSTALLATION & COMMISSIONING OF FABRICATED FURNISHED PORTA CABINS AT BHEL NORTH KARANPURA SITE, TANDWA, JHARKHAND AS PER TECHNICAL SPECIFICATIONS.	
iii	DETAILS OF TENDER DOCUMENT		
a)	PART – B	GENERAL CONDITIONS OF CONTRACT (GCC)	Applicable
b)	PART – C	SPECIAL CONDITIONS OF CONTRACT (SCC)	Applicable
c)	PART – D	TECHNICAL SPECIFICATION	
d)	PART – E	PRICE SCHEDULE and UNPRICE SCHEDULE (ABSOLUTE VALUE)	Applicable
e)	PART – H	FORMS AND PROCEDURES ETC.	Applicable
iv	ISSUE OF TENDER DOCUMENTS	a) Online through e-procurement platform at https://bhel.abcprocure.com/ b) in BHEL website (www.bhel.com , CPP Portal): For tender view purpose only. START DATE: 21/05/2020	a) Applicable b) Applicable
v	DUE DATE & TIME OF OFFER SUBMISSION	Date: 01/06/2020, Time: 15-00 Hrs. (Offer to be submitted online only through e-procurement platform at https://bhel.abcprocure.com/)	Applicable
vi	TECHNO-COMMERCIAL BID OPENING OF TENDER	Date: 01/06/2020, Time: 16-00 Hrs. (online only through e-procurement platform at https://bhel.abcprocure.com/ , participating bidders may witness the same online only)	Applicable
vii	EMD AMOUNT	Rs. 2,00,000.00 (Rupees Two Lakh Only)	Applicable
viii	COST OF TENDER	-	Not Applicable
ix	LAST DATE FOR SEEKING CLARIFICATION	Date: 28/05/2020 (UP TO 12:00 Hrs.)	Applicable
x	SCHEDULE OF Pre Bid Discussion (PBD)	Not Applicable (In case BHEL decides to conduct PBD, date, time & venue of PBD will be intimated suitably thru TCN).	Not Applicable
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	Not Applicable	Not Applicable
xii	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com) → Tender Notifications → View Corrigendums & CPP portal → Tender Notice & E-PROCUREMENT PORTAL https://bhel.abcprocure.com and not in the newspapers. Bidders to keep themselves updated with all such information.	Shall be intimated to bidder

1. The offer shall be submitted as per the instructions of tender document. Only One set of tender document (**in original, downloaded from website**) signed by authorised company rep. of bidder and stamped on each page shall be submitted as detailed further, as given below. Bidders to note specifically that all pages of tender document, including these NIT pages etc. appearing in the website for this particular tender shall be submitted by them (after signing/stamping on each page) as a part of their offer. **Price shall not be mentioned by them anywhere in the techno-commercial portion of offer. Price shall be mentioned in the relevant price schedule only and to be submitted in e-procurement portal/platform in the form and manner mentioned in tender.**

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

- Mr. Swapnil Hamilton, Support Executive, Ph: +91 7968136867, e-mail ID: swapnil.h@eptl.in
- Mr. Hardik Oza, Support Executive, Ph: +91 7940270560, e-mail ID: hardik.oza@eptl.in
- Mr. Ankur Bhatt, Support Executive, Ph: +91 7968136823, e-mail ID: ankur.bhatt@eptl.in
- Mr. Prashant Rajyaguru, Asst. Manager – Implementation & Support, Ph: +91 7968136872, e-mail ID: prashant@eptl.in

For any difficulty in downloading the tender from internet website, they should contact this office (Dy. Manager, Purchase or SGM, Purchase Phone no. 033-23398222/8220). No alteration/changes by bidders is permitted in the tender/NIT appeared in the website.

- Successful bidder shall have to submit additional set of tender/sign on tender document provided by BHEL, if so decided by BHEL.
- This is an E-tender floated online through our E-Procurement Site <https://bhel.abcprocure.com>. The bidder should respond by submitting their offer online only in our e-Procurement platform at <https://bhel.abcprocure.com>. Offers are invited in two-parts only. No Hard copy bid or bids through email/ fax shall be accepted. Bids are invited in two parts & shall be submitted as described below:

OFFER DESCRIPTION	DOCUMENTS TO BE UPLOADED & MODALITY OF UPLOADING
TECHNICAL OFFER	- Scanned copy of Covering letter of offer (To be attached in Attachment section) - Scanned copy of Entire tender documents signed & stamped in each page by authorized representative of the bidder except price bid (To be attached in Attachment section). - Scanned copy of Techno-Commercial Offer (To be attached in Attachment section) - Duly filled all annexures except price & unpriced format (To be attached in Attachment section). - Copy of records notes of Pre-Bid Conference, if applicable/ pre-bid MOM. (To be attached in Attachment section) - Copy of Tender change notice (TCN), if applicable (To be attached in Attachment section) - All supporting documents/ Annexures etc. as applicable (To be attached in Attachment section). No deviation certificate in bidder's letterhead as per format given in Tender (To be attached in Attachment section).
PRE-QUALIFICATION PART	9. Pre-qualifying documents with all credentials as per tender. (To be attached in PQ Attachment section)
UNPRICED PRICE BID	10. Price schedule –Unpriced but mentioning only quoted / unquoted against each item as per tender.
PRICE BID	11. Duly filled in Price Schedule as per tender. Any other document uploaded in the price bid, apart from tendered Price schedule, shall not be taken into cognizance for evaluation of offer.

4. **EARNEST MONEY DEPOSIT (EMD) of INR 2,00,000/- (Rupees Two Lakh 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.**

4.1 Every tender must be accompanied by the prescribed amount of Earnest Money Deposit in any one of the following forms:

- Cash deposit as permissible under the extant Income Tax Act** (Before tender opening) - The amount should be remitted by the party to the Cashier of Bharat Heavy Electricals Limited, PS-ER, Kolkata between 14.00 hours and 16.00 hours on working days and cash receipt issued by him shall be enclosed along with the tender.
- Electronic Fund Transfer** credited in Bharat Heavy Electricals Limited, PS-ER's account (before tender opening). RTGS details of BHEL-PSER is available in tender.
- Banker's Cheque/Pay Order/Demand Draft** payable at Kolkata duly pledged in favour of Bharat Heavy Electricals Limited, Kolkata (along with offer).

d) Any other mode as per latest guidelines issued by Govt. of India.

In case total EMD amount is more than INR 20 LAKH, the amount in excess of INR 20 LAKH may be accepted in the form of Bank Guarantee from scheduled bank. The bank Guarantee in such cases shall be valid at least for six months.

- 4.2 Tenders received without Earnest Money in full in the manner prescribed above are liable to be rejected.
- 4.3 The Earnest Money Deposit of the successful tenderer will be retained as part of Security Deposit.**
- 4.4 EMD given by all unsuccessful tenderers shall be refunded on acceptance of award/LOI/PO by successful tenderer. The EMD of the successful bidder shall be returned after submission of Security Deposit BG (SDBG).
- 4.5 EMD shall not carry any interest.
- 4.6 BHEL reserves the right of forfeiture of Earnest Money Deposit submitted by the tenderer if:-
EMD by the tenderer shall be forfeited as per tender documents 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.
 - c) The successful bidder/vendor refuses to honour the order after award of the same on him and/or withdraws his bid and/or unilaterally changes the offer and/or any of its items and conditions within the validity period.

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".

Scan copy of documents in support of submission of EMD to be uploaded along with techno-commercial offer in 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 Manager/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.

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.
5. 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.
6. 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).
7. Bidders are free to visit the site and study the prevailing site condition including law & order etc. before quoting (if applicable). They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions. No additional claim shall be entertained by BHEL in future, on account of non-acquaintance of site/machine conditions at the time of bidding.
8. 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.
9. 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.
10. 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.
11. In the event of any conflict between requirement of any clause of this specification/ documents /drawings /data sheets etc. or requirements of different codes/ standards specified/ contradictions between any two clauses of tender document, the same to be brought to the knowledge of BHEL by bidders in writing for clarification before due date of seeking clarification, otherwise, more stringent requirement as may be interpreted by BHEL shall prevail and shall be binding on you. Any typing error/missing pages/other clerical errors in the tender documents, noticed by you must be pointed out before submission of offer, or else, BHEL's interpretation shall prevail & binding on you.

12. Unless specifically mentioned otherwise, bidder's quoted price shall be deemed to be in compliance with tender including PBD.
13. 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.
14. **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.**
15. The bidder shall submit documents in support of possession of 'Pre-Qualifying Requirements' duly self-certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately (if applicable).
16. **The bidder may have to produce original document for verification if so decided by BHEL.**
17. While BHEL reserves the right to open the price bid of the offers in camera, the date & time to open the tender opening shall be intimated to the bidders in case BHEL decides it to be 'Public opening' and in such a case, one authorized representative of the bidder shall be allowed to attend.
18. Validity of the offer shall be as per PART-B, Cl - 17.
19. 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.
20. Price Bids shall be evaluated in the manner as prescribed in Price Schedule. However, Unit Rates shall also be furnished if applicable in the Price Schedule.
21. **Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.**
22. Taxes and duties shall be as per PART- C of the 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.
23. *"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.*
24. *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).*
25. *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.*
26. *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).*
27. *Reverse Auction is the type of auction typically conducted to buy goods/ items over Internet in which the lowest price bidder wins. In case, the bidders are willing to know the details about the methodology, they may please contact HEAD/PURCHASE OR DY.MANAGER /PURCHASE, BHEL, KOLKATA.*
28. **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.**
29. 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.

30. 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.
31. "The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com".
32. 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.
33. Suspension of Business dealings: BHEL reserves the right to take action against contractors who fail to perform or indulge in malpractices, by suspending business dealings with them as detailed in Annexure-IV.
34. "MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS & DC, MSME) if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II)/Udyog Aadhar Memorandum(UAM) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure-B where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer."
- Any Bidder falling under MSME category, shall furnish the following details & submit documentary evidence/Govt. Certificate etc. in support of the same along with their techno-commercial offer: -

Type under MSME	SC/ST owned	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.

35. Indian suppliers, falling under the purview of Public procurement (preference to make in India) order 2017 by Govt. of India, vide order no. P-45021/2/2017-B.E.-II dated 15th June, 2017 & all subsequent clarifications can avail the intended benefits, as per provisions of the order subject to minimum local content shall be 50%, margin of Purchase preference shall be 20% & modality of preference to make in India shall be as per aforesaid order.
36. For this Procurement, Public Procurement (Preference to Make in India) Order 2017 dated 15.06.2017 & 28.05.2018 & 29/05/2019 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/VO 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.
37. **ORDER OF PRECEDENCE:**
In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:
- AMENDMENTS/CLARIFICATIONS/CORRIGENDA/ERRATA etc issued in respect of the tender documents by BHEL.
 - NOTICE INVITING TENDER (NIT)
 - PRICE SCHEDULE: PART- E
 - TECHNICAL SPECIFICATION/SCOPE AND SPECIAL CONDITIONS OF CONTRACT (SCC)-PART-C
 - GENERAL CONDITIONS OF CONTRACT (GCC)-PART-B
 - FORMS AND PROCEDURES - PART- H

for BHARAT HEAVY ELECTRICALS LTD

Dy. Manager/ (PUR)

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

Agency	Contact details	
BHEL, PSER, Kolkata	Address	BHARAT HEAVY ELECTRICALS LIMITED, POWER SECTOR – EASTERN REGION 2ND FLOOR, BLOCK-DJ, PLOT- 9/1, SECTOR, SALT LAKE CITY, KOLKATA – 700 091
	Phone no.	033-23398222, 23398220, 23398226, 23211690, 9009986314, 9010122266
	FAX no.	033-23211960
	E-mail ID	abhijitd@bhel.in , avijitpan@bhel.in , subrata.sen@bhel.in
M/s E-PROCUREMENT TECHNOLOGIES LIMITED	For E-PROCUREMENT ASSISTANCE & TRAINING, M/s E-PROCUREMENT TECHNOLOGIES LIMITED HELPDESK PERSONS AS PER FOLLOWING: - 1) Mr. Ankur Bhatt, Support Executive, Ph: +91 7968136823, e-mail ID: ankur.bhatt@eptl.in 2) Ms. Kanika Dani, Support Executive, Ph: +91 7968136872, e-mail ID: kanika.dani@eptl.in 3) Mr. Nikhil Khallas, Support Executive, Ph: +91 7968136848, e-mail ID: nikhil@eptl.in 4) Mr. Prashant Rajyaguru, Asst. Manager – Implementation & Support, Ph: +91 7968136872, e-mail ID: prashant@eptl.in	

Enclosures:

01. ANNEXURE-I: Pre qualifying Criteria.
02. ANNEXURE-II : No Deviation Certificate
03. ANNEXURE-III: Format for seeking clarification
04. ANNEXURE-IV: Suspension of business dealing with Suppliers/Contractors
05. ANNEXURE-V: Certificate by Chartered Accountant
06. ANNEXURE-VI: Declaration for Relation in BHEL
07. ANNEXURE-VII: General Terms & conditions for Reverse Auction.
08. Tender documents as per this NIT.

PRE-QUALIFICATION CRITERIA

JOB	DESIGN, FABRICATION, SUPPLY, INSTALLATION & COMMISSIONING OF FABRICATED FURNISHED PORTA CABINS AT BHEL NORTH KARANPURA SITE, TANDWA, JHARKHAND AS PER TECHNICAL SPECIFICATIONS.
TENDER NO	PSER:PUR:PMX:163(XV):006 (ENQ:20:PP:0015:PUR:2) DATE: 21/05/2020

SL NO	CRITERIA
1.0	FINANCIAL CRITERIA
(A)	BIDDER SHOULD HAVE AVERAGE MINIMUM ANNUAL FINANCIAL TURNOVER Rs. 30.30 LAKH DURING LAST 3 (THREE) YEARS, ENDING ON 31.03.2019 AND HAVING POSITIVE NET WORTH AS ON LATEST AUDITED ACCOUNTS AS SUBMITTED FOR PARA 1(C).
(B)	BIDDER MUST HAVE EARNED PROFIT IN ANY ONE OF THE LAST THREE FINANCIAL YEARS ENDING ON 31.03.2019. AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT OF THE COMPANY FOR LAST 3 (THREE) FINANCIAL YEARS, ENDING ON 31.03.2019 NEED TO BE SUBMITTED IN SUPPORT OF ABOVE.
(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.
(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.
2.0	TECHNICAL CRITERIA
	THE BIDDER SHOULD HAVE SUPPLIED AT LEAST ONE PORTABLE PORTA CABIN (BUNK HOUSE) TO ANY ORGANIZATION IN LAST THREE YEARS ENDING ON LATEST DATE OF BID SUBMISSION. SUPPORTING DOCUMENTS NEED TO BE SUBMITTED IN SUPPORT OF ABOVE.
3.0	BIDDER SHOULD HAVE VALID PAN. RELEVANT SUPPORTING DOCUMENTS SHALL BE SUBMITTED.
GENERAL NOTES:	
A	CONSORTIUM / JV BIDDING IS NOT ALLOWED.
B	AFTER SATISFACTORY FULFILLMENT OF ALL THE ABOVE CRITERIA, OFFER SHALL BE CONSIDERED FOR FURTHER EVALUATION AS PER NIT AND ALL OTHER TERMS OF THE TENDER.
C	IN CASE THE JOB IS UNDER EXECUTION/ ONGOING JOB, THE VALUE OF EXECUTED PORTION OF THE JOB SHALL BE AT LEAST CORRESPOND TO THE RESPECTIVE VALUES SPECIFIED ABOVE EVEN IF THE CONTRACT HAS NOT BEEN COMPLETED OR CLOSED.
D	THE BIDDER SHOULD HAVE ACHIEVED THE CRITERIA SPECIFIED IN THE PRE-QUALIFICATION CRITERIA, EVEN IF THE CONTRACT HAS NOT BEEN COMPLETED OR CLOSED.
E	BIDDER SHALL SUBMIT ABOVE PRE-QUALIFICATION CRITERIA FORMAT, DULY FILLED-IN, SPECIFYING RESPECTIVE ANNEXURE NUMBER AGAINST EACH CRITERIA AND FURNISH RELEVANT DOCUMENT IN THE RESPECTIVE ANNEXURES IN THEIR OFFER.
F	BIDDER MUST NOT BE UNDER BANKRUPTCY CODE PROCEEDINGS (IBC) BY NCLT OR UNDER LIQUIDATION / BIFR, WHICH WILL RENDER HIM INELIGIBLE FOR PARTICIPATION IN THIS TENDER, AND SHALL SUBMIT UNDERTAKING TO THIS EFFECT.

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

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

Sub	NO DEVIATION CERTIFICATE	
Job	DESIGN, FABRICATION, SUPPLY, INSTALLATION & COMMISSIONING OF FABRICATED FURNISHED PORTA CABINS AT BHEL NORTH KARANPURA SITE, TANDWA, JHARKHAND AS PER TECHNICAL SPECIFICATIONS.	
Ref	1.0	TENDER NO - PSER:PUR:PMX:163(XV):006 (ENQ:20:PP:0015:PUR:2) DATE: 21/05/2020
	2.0	Other references (if any).

Dear Sir,

With reference to above tender, this is to confirm you that we have gone through each and every terms and conditions mentioned in the enquiry (Terms and Conditions) and we offer our unqualified acceptance of the same. This is also to confirm that as per tender conditions, we have visited site before submission of our offer and noted the job content & site conditions etc.

We also confirm that we have not changed/modified the tender documents as appeared in the website/newspapers and in case of observance at any stage, it shall be treated as null and void.

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

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

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

Thanking you,

Yours faithfully,

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

FORMAT FOR SEEKING CLARIFICATION

Job	DESIGN, FABRICATION, SUPPLY, INSTALLATION & COMMISSIONING OF FABRICATED FURNISHED PORTA CABINS AT BHEL NORTH KARANPURA SITE, TANDWA, JHARKHAND AS PER TECHNICAL SPECIFICATIONS.			
Tender No	PSER:PUR:PMX:163(XV):006 (ENQ:20:PP:0015:PUR:2) DATE: 21/05/2020			
Sl. no	Reference clause of tender document	Existing provision	Bidder's query	BHEL's clarification

SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS/ CONTRACTORS

1.0	Suspension of Business dealings with Suppliers/ Contractors
1.1	BHEL reserves the right to take action against Suppliers/ Contractors who fail to perform or indulge in malpractices, by suspending business dealings with them.
1.2	Suspension of business dealings with Suppliers/ Contractors could be in the form of following: -- a) Hold within the unit for specific item(s)/ material category(ies)/ type of work(s) for one year. b) Hold within the unit for all item(s)/ material category(ies)/ type of work(s) for two years c) Banning across BHEL for all items/ material category(ies)/ type of work(s) for three years. The Supplier may be either put on hold or banned, as detailed hereinafter on the basis of one or more of the category wise reasons as enumerated hereunder.
1.3	Hold within the unit for a specific item(s)/ material category(ies)/ type of work(s) shall be imposed in the following cases, if i) In the last three consecutive supplies of a specific material category, average quality rating, as provided in the supplier performance rating (SPR) as per SEARP, falls below 80% of the quality weightage. This is irrespective of supplies against PO(s) having single/ multiple delivery schedules. Note: Not applicable in cases for erection works of Power Sector Regions, where separate guidelines for evaluation of capacity of bidders is being followed. ii) Two consecutive delays, for reasons of delay attributed to the Supplier, in execution of the contracts where delay occurred is such that a) prescribed maximum LD time limits of the contracts is exceeded or b) delay period has equaled/ exceeded half the original delivery period specified in the contracts whichever among the above is earlier. iii) a) Overall SPR (Supplier Performance Rating) in that particular Unit in line with SEARP falls below 60% of the specific material category. b) Bids of contractors (in PS-MSX portal) shall not be considered (if average score of last six months falls 60% or below as per guidelines for evaluation of capacity of bidders formula). Note: – for (b), No specific period of hold shall be applicable. iv) Supplier works are under strike/ lockout for a period of more than three months. Hold within the unit for all item(s)/material category(ies)/ type of work(s) shall be put in the following cases, if i) Supplier tampers with tendering procedure affecting ordering process. ii) Supplier has misused BHEL documents/ drawings/ technical information or has breached the confidentiality agreement with BHEL. iii) after placement of order, Supplier fails to execute the contract. iv) within warranty period as per contract, Supplier continues to supply low/ less/ non-performing equipment/ services, repetitive failures, remains non-responsive. v) Wherever risk purchase clause (amounting to more than 5% of contract value) has been invoked. vi) After price bid opening but before placement of order, Supplier withdraws his offer or varies it in any manner within the validity period.
1.4	Banning across BHEL shall be imposed in following cases, if
1.4.1	i) Supplier is found to be responsible for submitting fake/ false/ forged documents, certificates, or information or misrepresentation/ wilful suppression of facts, or has resorted to unethical, illegal means or has forged BHEL documents, certificates etc. for securing business, meeting PQR or for enlistment in BHEL or with customers other than BHEL. ii) In spite of warnings, the Supplier persistently violates or circumvents the provisions of labour laws/ regulations/ rules or other statutory requirements. iii) 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. iv) The Supplier has indulged in malpractices or misconduct such as bribery, corruption and fraud, pilferage, coercion etc. v) The Supplier is found guilty by any court of law for criminal activity/ offences involving moral turpitude in relation to business dealings. vi) Supplier is found to have obtained any internal information/ documentation of BHEL by unauthorized means. vii) 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. viii) Supplier has substituted, damaged, failed to return, or unauthorizedly disposed off free issue materials/ tools etc. of BHEL.
1.4.2	A Supplier can also be banned with the approval of Director (E, R&D) provided a direction to this effect has been received from the administrative ministry of the Government.

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

Certificate by Chartered Accountant on letter head

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

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

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and
 building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E)
 dated October 5, 2006 :

Rs..... Lacs

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

Rs..... Lacs

(Strike off whichever is not applicable)

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

Or

The company has been graduated from its original category (Micro/ Small) (Strike off which is not applicable) and
 the date of graduation of such enterprise from its original category is (dd/mm/yyyy) which is within the
 period of 3 years from the date of graduation of such enterprise from its original category as notified vide 5.0. No.
 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name-

Membership number –

Seal of Chartered Accountant

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: **PSER:PUR:PMX:163(XV):006 (ENQ:20:PP:0015:PUR:2) DATE: 21/05/2020,**

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

Tick (✓) any one as applicable:

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

OR

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

(i)

(ii)

Signature of the Authorized Signatory

Note:

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

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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 – B: GENERAL CONDITIONS OF CONTRACT (GCC)

SL. NO.	BHEL STANDARD TERMS	Bidder's confirmation	Deviation
1.	Our requirement is for CAPITAL use and will be used at NORTH KARANPURA SITE, TANDWA, JHARKHAND. Techno-commercial & Pre-Q bids shall be opened first & afterwards price bid shall be opened for qualified bidder(s), who have qualified in Techno-commercial & Pre-Q bids. Tenders will be received up to 15.00 Hours on the said due date. <u>If the vendor submits offer i.e. Technical & Price bid together in single attachment, the offer shall be liable for rejection.</u> <u>Price should be submitted as per tender format only & uploaded in the price section.</u> Note: In order to maintain sanctity of the tender system, it is advised that one Agent cannot represent two suppliers or quote on their behalf in a particular tender. In the tender, either one agent on behalf of the principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for same item/product.		
2.	If any vendor sought to quote through their agents "They have to inform to BHEL in advance, before opening date. Otherwise the offer will be treated as Unsolicited Offer and same will not be opened".		
3.	BHEL keeps its right to reject / load any offer which is having deviations to BHEL Specifications, Standard Terms & Conditions. All the bidders shall submit their offers only by filling the original BHEL tender documents. No other offer will be entertained. In case of Technical-Cum-Commercial bid, copy of the price bid has to be used to indicate commercial terms without price.		
4.	The equipment offered shall be strictly conforming to the specification and for complete unit.		
5.	No offer for individual accessories or part machinery will be accepted.		
6.	<u>PAYMENT TERMS:</u> AS PER PART-C of tender. No advance shall be paid. Payment shall be paid in INR only. Payment shall be through RTGS. Successful bidder shall have to submit the requisite details in RTGS format.		
7.	<u>WARRANTY/GUARANTEE:</u> AS PER PART-C of tender.		
8.	<u>DELIVERY TERMS:</u> AS PER PART-C of tender. <u>Offer with delivery period beyond tendered delivery schedule shall be liable for rejection.</u> However, in case due to any reasons if the same is accepted by BHEL, the same shall be loaded for the delayed delivery period (in this case after tendered delivery period) & percentage of loading shall be as per clause no 22 of GCC (LD clause).		
9.	<u>DISCOUNTS:</u> Discounts offered by the vendor in price shall not be entertained by BHEL. The vendor should factor in his discount in the price offer only. In spite of the same, if a discount is offered by the bidder, the same shall not be considered for evaluation of the offer, but purchase order shall be issued on bidder's final discounted price.		
10.	<u>LIQUIDATED DAMAGE/PENALTY CLAUSE</u> AS PER PART-C of tender.		
11.	<u>a. SECURITY DEPOSIT BANK GUARANTEE(SDBG):</u> The successful vendor shall have to furnish a Security Deposit Bank Guarantee of 10% of the total Order value in the prescribed format within 30 days from the date of placement of Letter of Intent. SDBG shall be from one Consortium Banks of BHEL/ from a reputed Bank and confirmed by any consortium Bank of BHEL/ Schedule Banks/Public Financial Institutions as defined in the Companies Act and PART-H.		

	All Bank charges on account of issuance and confirmation of SDBG/PBG whether incurred in India or outside India will have to be borne by the vendor. SDBG shall be kept valid until 30 days after the date of Installation & Commissioning certificate which will be issued on completion of successful Installation & Commissioning of all the equipment as defined in Technical Specification & Special Conditions of Contract in PART-C & in Purchase Order. If the supplier fails to submit the SDBG even within 60 days from the date of LOI, BHEL reserves the right to cancel the order & forfeit the EMD given by the supplier. In addition, in such case, action will be initiated in line with extant guidelines for Suspension of Business dealings with Suppliers. The PBG and Security Deposit shall not carry any interest. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit. Regarding adjustment of Earnest Money Deposit towards part of Security Deposit, refer NIT, the successful tenderer shall not commence any work under the contract before remitting the Security Deposit except as directed by BHEL. Failure to deposit the Security within the stipulated time may lead to forfeiture of Earnest Money and cancellation of the award of work. Security Deposit BG may be furnished in any one of the following forms: • Cash (as permissible under the extant Income Tax Act) • Local cheques of scheduled banks (subject to realization)/Pay Order/Demand Draft/Electronic Fund Transfer credited in Bharat Heavy Electricals Limited, PS-ER account. • Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL. Bank Guarantee for S.D. must be posted by the Bank by registered post directly to us, and it should not be submitted by the bidder directly to us. • Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the contractor, A/C BHEL). • Securities available from Indian Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/hypothecated/ pledged, as applicable, in favour of BHEL). • Any other mode as per latest guidelines issued by Govt. of India. Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith. b. PERFORMANCE BANK GUARANTEE (PBG): The successful tenderer should furnish a PBG for an amount of 10% of the Order value valid for 30 days beyond the guarantee/warranty period. However, this PBG clause shall be applicable in case bidder opines to obtain last 20% of Supply value plus 100% of the Installation & Commissioning charges as per Payment terms at start of warranty/guarantee period. The original bank guarantee shall be sent directly by bank to BHEL under Registered Post (A.D.). SDBG may be converted into PBG.		
12.	The sealed tenders super scribing tender number and due date should be addressed to: Deputy Manager/Purchase, Bharat Heavy Electricals Limited, PSER, BHEL BHAWAN, DJ-9/1, SALT LAKE, SECTOR-II, KOLKATA - 700 091, India.	Not Applicable	
13.	INSPECTION: Details shall be as per PART-C of tender. BHEL will have the option to inspect with conducting of Load/Overload Test etc. the equipment at supplier's works before delivery. The final inspection / performance checking will however be carried out at our site.		
पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय) POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091 फैक्स/Fax: (033) 23211960 फोन/Phone: बोर्ड/EPABX: 23398220			Page - 15 of 47

	Bidder must submit quality plan within one month from the date of LOI, to BHEL for its approval.		
14.	<u>CONSIGNEE DETAILS OF THE EQUIPMENT :-</u> AS PER PART-C of tender. All documents / correspondences must bear the Tender no. / Purchase Order No. & Date.		
15.	The manufacturing progress will have to be furnished to us periodically in the form and manner required by us.		
16.	Supplier must submit with their offer list of customers (with their full address and their purchase reference number) to whom they have supplied similar machine in the past five years. The year of supply should also be indicated.		
17.	The quotation should be valid at least for a period of <u>NINETY (90) DAYS</u> from the tender due date of submission (extended, if any). Price Variation Clause will not be entertained.		
18.	<u>FORCE MAJEURE :</u> The vendor shall be subject to force majeure clause defined as under : This force majeure is herein defined as any cause which is beyond the control of the tenderer which they would not have foreseen or with a reasonable amount of diligence could not have foreseen and which subsequently affect the performance of the contract such as SRCC (strike riot and civil commotion), earthquake, flood, acts of god, acts of any government, domestic or foreign including but not limited to war. The tenderer shall not be liable for delay in performing his obligation resulting from any force majeure clause as referred to and/or defined above. The date of completion will be subject to hereinafter provided be extended by a reasonable time even though such cause may occur after tenderer's performance of his obligation has been delayed for other causes.		
19.	<u>ARBITRATION & CONCILIATION</u>		
19.1	<u>ARBITRATION :</u>		
19.1.1	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 19.2 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 19.1.1 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.		

19.1.2	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.		
19.1.3	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.		
19.1.4	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.		
19.2	<u>CONCILIATION:</u> If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation effect, interpretation or breach of the agreement, contract), which the Parties are unable to settle mutually, arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators. Notes: 1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators. 2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Procedure 2.3 to this GCC (as available in www.bhel.com). The Procedure 2.3 together with its Formats (as available in www.bhel.com) will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this GCC. The Contractor hereby agrees that BHEL may make any amendments or modifications to the provisions stipulated in the Procedure 2.3 (as available in www.bhel.com) to this GCC from time to time and confirms that it shall be bound by such amended or modified provisions of the Procedure 2.3 (as available in www.bhel.com) with effect from the date as intimated by BHEL to it.		
19.3	<u>No Interest payable to Contractor</u> Notwithstanding anything to the contrary contained in any other document comprising in the Contract, no interest shall be payable by BHEL to Contractor on any moneys or balances including but not limited to the Security Deposit, EMD, Retention Money, RA Bills or the Final Bill, or any amount withheld and/or appropriated by BHEL etc., which becomes or as the case may be, is adjudged to be due from BHEL to Contractor whether under the Contract or otherwise.		
20.	<u>JURISDICTION :</u> All disputes or differences arising under out of or in connection with the purchase order shall be subject to the exclusive jurisdiction of court at Kolkata.		

	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. (#) In-case inputs from BHEL/Customer are likely to be delayed or are actually delayed, this delay may also be taken into account while considering balance period available for execution of Contract. (C) Risk & Cost Amount against Balance Work: Risk & Cost amount against balance work shall be calculated as follows: Risk & Cost Amount= [(A-B) + (A x H/100)] Where, A= Value of Balance scope of Work/Supply (*) as per rates of new contract B= Value of Balance scope of Work/Supply (*) as per rates of old contract being paid to the contractor / supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any. H = Overhead Factor to be taken as 5 In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero). (*) Balance scope of work / supply (in case of termination of contract): Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work / Supply for calculating risk & cost amount. Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities. Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities. Substitute / extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute / extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions. However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose. NOTE: In-case portion of work is being withdrawn, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work / supply' for calculating Risk & Cost amount. (D) LD against delay in executed work/ supply in case of Termination of Contract : LD against delay in executed work / supply shall 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=		
21.			
पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय) POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091 फैक्स/Fax: (033) 23211960 फोन/Phone: बोर्ड/EPABX: 23398220			Page - 18 of 47

	X iii) Let the Total Executable Value of work / supply for which inputs/fronts were made available to contractor / supplier and were planned for execution till termination of contract = Y iv) Delay in executed work / supply attributable to contractor/supplier i.e. $T2 = [1 - (X/Y)] \times T1$ v) LD shall be calculated in line with LD clause [as per GCC/SCC/TCC/Special note/any other annexure of tender document (in compliance with order of precedence)] of the Contract for the delay attributable to contractor / supplier taking "X" as Contract Value and "T2" as period of delay attributable to contractor/supplier. (E) Recoveries arising out of Risk & Cost and LD or any other recoveries due from Contractor. Following sequence shall be applicable for recoveries from contractor / supplier on whom risk & cost has been invoked, after informing the contractor / supplier of the total proposed recovery : a) Dues available in the form of Bills payable to contractor / supplier, SD, BGs against the same contract. b) Demand notice for deposit of balance recovery amount shall be sent to contractor/ supplier, if funds are insufficient to effect complete recovery against dues indicated in (a) above. c) If contractor / supplier fails to deposit the balance amount to be recovered within the period as prescribed in demand notice, following action shall be taken for balance recovery: i) Dues payable to contractor / supplier against other contracts in the same Region / Unit shall be considered for recovery. ii) If recovery cannot be made out of dues payable to the contractor / supplier as above, balance amount to be recovered, shall be informed to other Regions/Units for making recovery from the Unpaid Bills/Running Bills/SD/BGs/Final Bills of contractor / supplier. iii) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor / supplier.		
22.	LOADING FACTORS FOR DEVIATION TO BHEL STANDARD TERMS & CONDITIONS		
i)	Bank Guarantee: Non submission of 10% BG (if applicable) 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.		
23	Note: The offers not complying the above Terms & Conditions will not be accepted.		

Note:

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

SIGNATURE OF THE BIDDER WITH SEAL AND DATE

PART-C: SPECIAL CONDITIONS OF CONTRACT (SCC)

DESIGN, FABRICATION, SUPPLY, INSTALLATION & COMMISSIONING OF
FABRICATED FURNISHED PORTA CABINS AT 3x660 MW NORTH KARANPURA
STPP

Tandwa, Dist - Chatra, Jharkhand



Bharat Heavy Electricals Limited
(A Govt. of India Undertaking)
Power Sector– Eastern Region
Plot–DJ9/1, Sector-II, Salt Lake
Kolkata-700091

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1.0	PROJECT SYNOPSIS AND GENERAL INFORMATION
1.1	North Karanpura super thermal power project (3x660 MW), a pit head coal based thermal power project, is located in Hazaribagh and Chatra districts of Jharkhand state. Basic inputs i.e. coal, water and land have already been tied up. The project is proposed for the states & union territories of northern, western and eastern regions and the state of Jharkhand. The capacity of the project is 1980 MW comprising of three (3) units of 660 MW each.
1.2	APPROACH TO SITE
	The power project is proposed to be located near Tandwa town in Chatra district in the state of Jharkhand on Hazaribagh-Chatra state highway at a distance of about 50 kms from Hazaribagh city. The nearest commercial airport is Ranchi at a distance of 150 kms from project site. The nearest railhead Khilari railway station on Ranchi-Garhwa section of eastern railways is about 40 kms from project site
2.0	SCOPE OF THE CONTRACT
	Design, manufacture, assembly, transportation, delivery, installation & commissioning of supplied Porta cabins at site as per drawing and technical specification of BHEL.
3.0	SCHEDULE OF PRICE & VALIDITY OF THE OFFERS
	Price shall be quoted for supply of material including transportation to site. Offer shall be valid for 90 days from date of opening techno-commercial (Part I) of the bid.
4.0	DELETED
4.1	DELETED
5.0	SHIPMENT
	a. All the material shall be delivered to the delivery address only after obtaining the Material Dispatch Clearance Certificate (MDCC) from BHEL. b. The supplier shall be fully responsible for protective measures to ensure the safe delivery of the materials. c. No material shall be dispatched without prior written consent of BHEL. d. Successful Bidder shall arrange way bill / e-waybill for any transfer of goods for the execution of the contract. The Bidder has to make their own arrangement at their cost for completing the formalities, if required, with Issuing Authorities. BHEL will not supply any Road Permit/ Way Bill for this purpose.
6.0	INSPECTION, TESTING
6.1	Materials shall be inspected by BHEL or their representatives. BHEL reserves the right to inspect the materials by random selection and may send the sample to the approved laboratory for chemical and mechanical testing, if required. The acceptance shall be on the basis of the satisfactory test result of the samples as per codes. The cost of such tests shall be borne by the supplier.
6.2	There will be periodical inspection of processes by BHEL, at least at three stages: 1. 1st stage during welding process of main frame for inspection of welding quality; 2. 2nd stage during internal & external paneling, and insulation; 3. 3rd stage during Furnishing, electrical loop circuit testing, and finish painting. Minor modifications, if any, may be required to be carried out which will be specified during inspection/ manufacturing process.
7.0	TRANSIT INSURANCE
	Transit insurance charges is to be borne by BHEL. BHEL shall arrange comprehensive MCE insurance policy. The vendor shall be responsible for timely intimation of dispatch particulars to the underwriter and BHEL, failing which BHEL will not bear any responsibilities regarding insurance and the vendor shall be held responsible for all the, loss/damage/theft of materials during transit.
8.0	DEVIATIONS/ CLARIFICATIONS
8.1	Normally no deviation with respect to tender is acceptable to BHEL. However, in case of unavoidable circumstances, the bidder may submit their query for seeking clarifications of BHEL as per modality stipulated in NIT or may submit the same along with his offer as per prescribed schedule/ format without any ambiguity. Any assumptions, presumptions, deviations etc. indicated or implied anywhere by the bidder except those indicated in the deviation schedule/ format will not be recognized and will not form a part of consideration / offer. In the absence of such filled-up schedule / format it will be understood and agreed that the bidder's offer is based on strict conformance to the specification and no negotiation would be allowed in this regard. BHEL reserve the right not to recognize any/ all deviations submitted after opening of the bid.
9.0	TIME SCHEDULE/ COMPLETION PERIOD
9.1	Supply of the item(s) to be completed within 21 days from the date of issue of MDCC (Material Dispatch Clearance Certificate) by BHEL
9.2	Installation & Commissioning to be completed within 21 days from the date of intimation from site.
9.3	Overall Supply and Installation & Commissioning of all items is to be completed at site within 16 weeks from the date of approval of Detailed Layout drawing by BHEL.

10.0	PRICE BID, CONTRACT PRICE & EVALUATION
10.1	Evaluation of offer shall be done on the Total Price (as per price schedule) which shall be excluding GST & BOCW Cess but including transportation charges on FOR site basis.
11.0	EVALUATION OF PRE-QUALIFICATION CRITERIA
	Technical and financial evaluation will be done as per the Pre-Qualifying criteria mentioned in the tender.
12.0	TERMS OF PAYMENT
12.1	80% of Supply value excluding GST and BOCW Cess shall be payable within 60 days from receipt & acceptance of material at site and submission of the following documents – 1. GST complied Invoice in original & duplicate 2. Copy of Inspection Report (if applicable) 3. MDCC 4. Original copy of Lorry Receipt(LR)/Railway Receipt(RR), as applicable 5. Packing List 6. Store Receipt Voucher No advance shall be paid. Payment shall be paid in INR only. Payment shall be through RTGS.
12.2	Balance 20% of Supply value plus 100% of the Installation & Commissioning charges including GST and BOCW Cess, as applicable shall be payable: i) Either at the start of Warranty/Guarantee Period against submission of: a) Installation & Commissioning certificate issued by BHEL. b) Performance Bank Guarantee (PBG) of 10% of total PO value in the prescribed format valid as per tendered PBG clause. The PBG confirmation charges shall be borne by vendor. c) Vendor declaring GST Invoice in his GSTR-1. d) Confirmation of full GST Credit to BHEL. e) Confirmation of payment of GST thereon by vendor on GSTN Portal. f) Above is subject to receipt of goods (Material Receipt Certificate-MRC) / service (Engineering Protocol) and tax invoice by BHEL thereof along with vendor declaring invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.GST along with any Interest if levied thereon for reasons elaborated in Tax clause of the tender which is not attributable to BHEL will be recovered from the Final Payment / Retention. Or ii) After completion of Warranty/Guarantee Period against submission of a) Installation & Commissioning certificate issued by BHEL. b) Vendor declaring GST Invoice in his GSTR-1. c) Confirmation of full GST Credit to BHEL. d) Confirmation of payment of GST thereon by vendor on GSTN Portal. Above is subject to receipt of goods (Material Receipt Certificate-MRC) / service (Engineering Protocol) and tax invoice by BHEL thereof along with vendor declaring invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.GST along with any Interest if levied thereon for reasons elaborated in Tax clause of the tender which is not attributable to BHEL will be recovered from the Final Payment / Retention.
12.53	Paying Authority:
	General Manager, BHEL Site Office, 3x660 MW North Karanpura Project , Tandwa, P.O- Tandwa, Dist-Chatra, Jharkhand
13.0	TAXES, DUTIES ETC
13.1	All taxes excluding GST & BOCW cess (as specified 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 execution of the contract shall be borne by successful bidder and shall not be payable extra by BHEL. Any increase of above at any stage during execution of contract, including extension of the contract, shall have to be borne by successful bidder contractor. Bidder's quoted/ accepted rates/ price shall be inclusive of all such requirements.
13.2	GST along with cess (as applicable) legally leviable & payable by successful bidder as per GST law, shall be paid by BHEL, extra. Hence, bidder shall not include GST along with cess (as applicable) in their quoted rates/ price.
13.3	Successful bidder shall furnish proof of GST registration with GSTN portal covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by successful bidder on BHEL for this project/ work.
13.4	Since GST on output will be paid by BHEL separately as enumerated above, bidder's your quoted rates/ price should be after considering the input credit under GST law at bidder's end.
13.5	TDS under income tax shall be deducted at prevailing rates on gross invoice value from the running bills (RA bills) unless exemption certificate from the appropriate authority/ authorities is furnished.
13.6	TDS under GST as applicable shall be deducted at applicable rates on gross invoice value from the running bills (RA bills).

13.7	Bidder shall note that GST tax invoice complying with GST invoice rules (section 31 of GST act & rules referred thereunder) wherein the 'bill to' details shall encompass following. BHEL GSTN: 20AAACB4146P5ZP Name: Bharat Heavy Electricals Ltd. Address: BHEL Site Office, 3x660 MW North Karanpura Project, Tandwa, P.O- Tandwa, Dist- Chatra, Jharkhand - 825321 Any change to above shall be notified by BHEL at appropriate juncture.
13.8	Successful bidder 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 send a scanned copy of tax invoice to BHEL 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. Specific details of above shall be notified by BHEL at appropriate juncture.
13.9	In case of delay in submission of above mentioned documents on the date of despatch, BHEL may incur penalty/ interest for not adhering to invoicing rules under GST law. The same will be liable to be recovered from successful bidder, in case such delay is not attributable to BHEL.
13.10	In case of raising any supplementary tax invoice (debit/ credit note), successful bidder 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.
13.11	Successful bidder shall comply with the time limit prescribed under the GST law and rules thereof for raising of the tax invoice. If any supply of goods is applicable, successful bidder shall also ensure prompt delivery of goods after despatch.
13.12	Bidder shall note that in case GST credit is delayed/ denied to BHEL due to delayed/ non receipt of goods and/ or tax invoice or expiry of the timeline prescribed in GST law for availing such itc, or any other reasons, not attributable to BHEL, GST amount shall be recoverable from successful bidder along with interest levied/ leviable on BHEL, as the case may be.
13.13	Successful bidder shall upload the invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST act. Bidder shall note that in case of delay in declaring such invoice in 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 successful bidder along with interest levied/ leviable on BHEL.
13.14	Way bill: successful bidder to arrange for way bill/ e-waybill for any transfer of goods for the execution of the contract. Successful bidder has to make their own arrangement at their cost for completing the formalities, if required, with issuing authorities, for bringing materials, plants & machinery at site for execution of the works under this contract, road permit/ way bill, if required, shall be arranged by successful bidder and BHEL will not supply any road permit/ way bill for this purpose.
13.15	Any new taxes & duties, if imposed subsequent to due date of offer submission as per NIT & TCN, by statutory authority during contract period (including extension, if the same is not attributable to you), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, you shall obtain prior approval from BHEL before depositing new taxes and duties.
13.16	Benefits and/ or abolition of all existing taxes must be passed on to BHEL against new taxes, if any, proposed to be introduced at a later date.
14.0	PROJECT MANAGEMENT/ CONSTRUCTION MANAGEMENT
14.1	Layout Drawing and Foundation Drg.
	Detailed Layout drawings of Porta Cabins and foundation drawings are to be submitted by Bidder within 15 days from LOI for BHEL comments/review. BHEL shall approve the revised drawing, based on BHEL comments, within 7 days of receipt of revised drawings. Construction of foundation is excluded from Bidder's scope.
14.2	First installation at Site and after Sale Service
	During the first installation (for each Porta cabin) at site, manufacturer shall depute their technician/ manpower at site for placement on foundation, necessary checking prior and after placement of cabins over the pedestal. Bidder to commission and demonstrate all fittings, fixtures and electrical installation, AC etc. and to ensure successful operation of each Porta cabin at site. Minor repairs/rectification involving dent repairs, painting etc due to transportation/transit damages shall be rectified by Manufacturer at no extra cost. Warranty/Guarantee for electrical installation/Equipments like Air conditioner (AC), TV, Geyser, Fans, Lighting shall either be extended in the name of BHEL from original supplier of Equipment or to be taken care by the supplier of the Porta cabin as a part of Warranty. Unloading and placement of Porta cabins on foundations at site are included in the scope of bidder. BHEL will provide Crane with Operator, fuel etc. for the same. Civil Works, external plumbing works, Extension of Power supply to terminals points of Porta cabins are excluded from vendor's scope.

14.1	TRANSPORTING & HANDLING
	The bidder shall transport and handle all materials and equipment furnished under these tender, or otherwise involved in the implementation of this Contract. It shall be the responsibility of the Contractor to determine the availability and capacity of transportation facilities and to make the required arrangements to secure the necessary facilities for the same.
	CONSIGNEE ADDRESS
	General Manager, BHEL Site Office, 3x660 MW North Karanpura Project, Tandwa, P.O- Tandwa, Dist-Chatra, Jharkhand, PIN-825321
15.0	GUARANTEE / WARRANTY
	12 months for workmanship & defective materials from the date of installation & commissioning of last consignment at Site.
16.0	EARNEST MONEY DEPOSIT (EMD) : As per GCC
17.0	SECURITY DEPOSIT(SD) : As per GCC
18.0	PERFORMANCE BOND : As per GCC
19.0	LIQUIDATED DAMAGES
	Subject to force majeure, If vendor fails to complete the job as per aforesaid supply/ Installation & Commissioning period, BHEL shall have the right to recover as penalty as below. Penalty on delay in supply and/or Installation & Commissioning will be applicable to the delays attributed to vendor. Penalty will be considered separately for Supply and Installation & Commissioning: a) The rate of penalty for delayed Supply shall be @0.5% per week of delay for undelivered portion of total PO value (Supply + Installation & Commissioning) excluding GST & BOCW Cess as applicable in Supply subject to maximum of 10% of total PO value (Supply + Installation & Commissioning) excluding GST & BOCW Cess. b) The rate of penalty for delayed Installation & Commissioning shall be @0.5% per week of delay for undelivered portion of total PO value (Supply + Commissioning) excluding GST & BOCW Cess as applicable in Installation & Commissioning subject to maximum of 10% of total PO value (Supply + Commissioning) excluding GST & BOCW Cess. c) Maximum penalty for delay in Supply and Installation & Commissioning together shall be limited to 15% of total PO value (Supply + Installation & Commissioning) excluding GST & BOCW Cess as applicable. For purpose of penalty for delay in Supply of the equipment, the duration will be reckoned from the date of MDCC by BHEL. For purpose of penalty for delay in Installation & Commissioning of the equipment, the duration will be reckoned from the date of intimation by BHEL to vendor for readiness of site/equipment. In case of LD recovery, the applicable GST shall also be recovered from vendor.
20.0	OTHERS
	All other terms & conditions of this specification, not mentioned above shall be governed by the pertinent provisions of GCC.

PART-D: TECHNICAL SPECIFICATION

JOB: DESIGN, FABRICATION, SUPPLY, INSTALLATION & COMMISSIONING OF FABRICATED FURNISHED PORTA CABINS AT BHEL NORTH KARANPURA SITE, TANDWA, JHARKHAND AS PER TECHNICAL SPECIFICATIONS.

I : TECHNICAL SPECIFICATION FOR PORTA CABINS FOR RESIDENTIAL USE

SIZE 20' X10' X 8' (Outer to outer, with attached Washroom)

Required Quantity- 20 nos

Sr. No.	Component	Description	Remarks
A) Main Load Bearing members			
1	Bottom Frame	150mm specially Pressed formed profile of appropriate geometry made of MS sheet IS 10748 or equivalent) 2.5mm Thick.	
2	Top frame	150mm specially Pressed formed profile of appropriate geometry made of MS sheet (IS 10748 or equivalent) 2.5mm Thick.	
3	Stiffeners Bottom	75mm x 40mm Pressed formed rectangular hollow Pipes made of MS sheet(IS 10748) 2.5mm Thick	
4	Stiffeners Top	50 x 25 x2.5mm & 32 x 32x 2mm (ridge) Pressed formed hollow Pipes made of MS sheet (IS 10748) 2.5mm Thick	
5	Corner/Side Posts	Specially Pressed formed profile of appropriate geometry made of 3.15mm thick M.S sheet	
6	Steps/Stairs	Fabricated steel steps of detachable type having three treads shall be provided in each cabin for getting inside at main entry door. This shall be made of chequered plates 8mm thick & formed section of plate 2.5mm.	
B) External and Internal Paneling			
1	Side wall Stiffeners	Specially Pressed formed profile of appropriate geometry made of 2.0 mm thick M.S sheet	
2	Paneling outside	Side wall made of vertically corrugated 1.6 mm thick M.S sheet. Corrugated panels are continuously butt welded to form entire wall structure and the assembled wall structure is continuously welded to the peripheral frame members. The side and end wall will also provide cut outs for Doors and windows as per approved plan. All the cut outs after fixing the equipment will be weather tight and proper channeling will be provided for window opening.	Galvanized sheet (1.25 mm) shall not be used
3	Internal wall Paneling	12mm thick commercial ply of reputed manufacturer with 1 mm sun-mica sheet of elegant wood texture (exclusive office look)	
4	Roof outside	Made of corrugated 1.6 mm thick MS sheet. Corrugated panels are continuously butt welded to form entire roof structure and the assembled roof structure is continuously welded to the peripheral frame members. Roof shall be entirely weather tight. Roof shall be having a positive camber allowing water to drain away under static conditions. The roof surface is to be painted with one coat of " Bitumen Primer" before laying Hessian based finished tar felt as per IS:1322 , Type-3, Gr-1 in two layers as basic waterproofing material. Blown Grade Bitumen 85/25 as per IS:702 in 3 layers 1.5 kg/m2 are to be used as the bonding materials. Fine sand is to be finally sprinkled over the last layer of bitumen.	
5	False ceiling	9mm thick commercial ply of reputed manufacturer with 1mm thick sun-mica sheet of elegant wood texture (exclusive office look) matching with internal wall paneling.	
6	Welding Process	All welding shall be carried out using CO ₂ shielded MIG welding process. All cutout opening are to be sealed properly. Welding shall be done by highly qualified sheet metal welder.	
7	Bottom flooring	25 mm thick commercial plywood of reputed manufacturer with 2mm thick Vinyl Sheet of elegant wood texture appearance. Floor boards are secured to the base with the help of Zinc coated self-tapping screw. Bottom of the floor shall be painted with Bituminous Epoxy paint.	

C) Doors , Windows, Stairs:			
1	Aluminum Windows	Horizontal two track sliding type anodized aluminum extruded section window of average thickness 2mm with 4mm Tinted Glass including Grills/safety/guard bars of MS Square bars 8/10 mm having overall dimension 585mm x 800mm (H x W). Window sill shall be decided as per the height of work station. Window shall be fitted with SS fly-proof wire mesh in suitable frame and Rain-shed (canopy) made from 1.6mm thick MS sheet and Vertical blinds. All necessary hardware shall be provided for locking window from inside. Curtain and curtain rods to be provided. The cabin shall be provided with 2 no windows and 1 no Air Conditioner openings. Suitable blanking plates made out of 1.6-2 mm thick sheet should be provided for blanking this area during transportation to prevent damage.	
2	Air Conditioner Opening	1 no Air Conditioner opening (suitable for 1.5 T Window Air Conditioner installation) with suitable mounting frame shall be provided. The peripheral edges should be provided with rubber seal to prevent dust and water ingress.	
3	M.S Door	Insulated single leaf Door with, overhead Hydraulic Door Closer of reputed make, Mortice Lock (Godrej Make), Al-drop, stopper, handles and other associated accessories (All chrome plated) to be provided. External and internal portion of the door shall match with specification of outside paneling and inside paneling respectively .Thickness of the door frame shall be as per the Corner post referred in A(5) .Puff insulation shall be 50mm thick.. The peripheral edges of the door shall be provided with rubber seal to prevent ingress of water and dust. The door shall be outward opening type with single leaf closing panel. The door shall be provided with manually operating type locking arrangements from both internal and external sides. Door shall have Rain-shed (canopy) made from 1.6 mm thick sheet. The main door should carry a logo of BHEL (made of stainless steel embossed).	
4	Insulation	Puff Insulation (Side wall – 50mm thick, Ceiling – 75mm thick)	
5	Steps / Stairs	Fabricated Steel steps of detachable type three threads shall be provided in each cabin for getting inside through main entry door. These shall be made of chequered plates and formed channel sections.	
D) Electrical Installation			
1	Main electric supply (Normal 3 Ph 4 wire supply)	Main electrical inlet shall be through Cutler Hammer make IP-55 certified 5 Pin welding socket (63Amp). All wiring shall be done with Finolex/ Anchor/ Polycab Make FRLS multi-strand copper wire and concealed type using PVC conduits. The wiring of Air Conditioner (AC) should be 6 Sqmm and for lighting/Fans should be 4 Sqmm. One main incomer distribution board (3Ph.-4 wire) should be provided in the cabin with 1 No. ELCB along with 63Amps 3 pole MCB and individual MCBs for lights, fans and AC. All MCBs shall be housed in metal enclosure. The switches, Sockets, Switch boards, MCBs should be MDS/ABB/Anchor/Havells make. All lamps, Fans, plug sockets shall be suitably separated into circuits and should be individually controlled.	
2	UPS /DG power supply	UPS / DG inlet supply shall be through Cutler Hammer make P-55 certified 3 Pin welding socket (32 Amp). These sockets should be mounted on outside wall of the cabin and further connected to Main distribution board inside the cabin having provision of incoming MCB 32Amps, 2 Pole and MCB at each sitting arrangement including internal wiring from Main Board up to the switch sockets for further distribution. All wiring shall be done with Finolex/Anchor/Polycab Make FRLS multi-strand copper wire 4 sqmm cable concealed type using PVC conduits.	
3	Telephone and Network cabling	One (1) No. Junction Box with Lock and Key should be mounted outside the Cabin for connecting to external telephone lines and network data cables. The junction Box should have provision for connecting at least four telephone lines and for connecting external network cabling type	
पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय) POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091 फैक्स/Fax: (033) 23211960 फोन/Phone: बोर्ड/EPABX: 23398220			Page - 26 of 47

		CAT-6. The cable should be terminated on Krone connectors and should be wired to the Telephone, outlets inside the cable. One (1) No. 8 port D-Link switch should be mounted inside the cabin and further internal cabling shall be done with CAT-6 cables. Cabling from D-Link switch-to-users-nodes is within the scope of work.	
4	Illumination	The inside of the cabin should be provided with concealed type 4 nos 2x36 W Fluorescent mirror optic recessed lamp fittings of Crompton / Bajaj / Philips/Havells made . 1 no LED lamp (atleast 10 W) to be installed in Toilet and 1 no LED lamp (atleast 10 W) to be installed outside the cabin near the main entrance.	
5	Fans	2 no Fans of 12" size, Wall mount type (Make: Usha / Bajaj/ Havells/ Crompton) shall be provided with mounting brackets. Plugs and switches to be mounted on the wall.	
6	Air Conditioner	1 no Window Type Air Conditioner (1.5 T capacity, minimum 3 star BEE rating, Make - LG/ Samsung /Daikin /Hitachi/Carrier /Voltas / Lyoyds/ Videocon or equivalent) is to be supplied and installed at the desired position. 1 no metal clad plug socket with 32 A MCB to be provided for the purpose.	
7	TV	1 no 21" LED type colour TV (Make- LG/ Samsung / Sony/ Panasonic or equivalent) with mounting bracket is to be supplied and installed in suitable position. Necessary wiring and plug points for TV and Set Top Box are to be provided for the purpose.	
8	Geyser	1 no Geyser (10L storage capacity, Make-Havells / Venus/ Crompton/ Bajaj/ Vguard or equivalent) is to be supplied and installed in Toilet. Necessary wiring and plug point is to be provided for that.	

E) Painting :

1	Exterior Painting	Zinc rich Epoxy Primer 25 Micron Epoxy Polyimide - 30-35 Micron Chlorinated Rubber/PVC Top coat-35-40 Micron Total -100 to 110 Micron Shade: Will be intimated later.	
2	Interior Painting	Zinc rich Primer 35 Micron Epoxy Polyimide — 4045 Total -75 to 80 Micron Colour Gee RAL- 7035	
3	Understructure	Zinc rich Primer — 15 Micron Bituminous Paint or Tectyl 121B-135 Micron Total -150 Micron	

All the components of the container are shot/grit blasted to achieve a surface equivalent to Swedish standard of SA 2.5.and primer painted. After assembly of the container the welded joints are cleaned by abrasive mechanically. The container is painted with three coat using air less spray painting mechanism.

F) Furnitures for Porta Cabin

1	Table / Work Station	1 number work station (min. Four fit length, two fit width, and drawers on right hand side. 3 drawers (2 small, 1 big on full height). Table top and leg shall be made of 18/19mm commercial ply with elegant wood finish sun-mica on top. All drawers & selves shall be made of 12mm commercial ply with similar sun-mica finish.	
2	Chairs	1 no Chair (L-21"xW21"x H33", Steel Chrome Finish, Leatherette cushion non-revolving type) of reputed make to be provided	
3	Wardrobe	1 number wardrobe (H 78"xW35"xD24") with mirror with lock-key facility (make of Pre -engineered Wood) to be provided.	
4	Cot and Mattress	1 no Standard 6 'x 5 'Queen size bed (made of Pre- engineered wood) with mattress of standard quality (Make: Kurlon/Relaxon/Sleepwell or equivalent) and 1 no Pillow to be provided	

G) Lifting Hooks and Base plate with four holes on corner Post :

1	Lifting Hooks	Necessary lifting hooks for loading, unloading shall be provided. All the corner post shall have min. 16mm base plate of size 250mmx250mm with 4 nos. 16m holes for fixing anchor bolt after installation of cabins over the concrete blocks.	
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H) Safety Appliances :			
1	Fire Extinguisher	1 No portable Fire Extinguisher shall be in each cabin at appropriate location.	
I) Toilet/ Washroom			
		Toilet / Washroom will be integrated part of the Porta Cabin. Minimum sizes of Toilet is 8"x5". Flooring should be water resistant. PVC door (Size 6.5"x2.25") of reputed make (Syntex, Neelkamal etc) with locking arrangement from both sides to be installed. Toilet should contain European Type WC commode, Wash Basin, Flushing cistern, Mirror, floor trap, bib cock, shower, Telephone shower, toilet spray, towel rod, soap dish etc. All sanitary wares should be of Parry ware or Cera make. All fittings should be chrome plated (Make: Jaguar/ Hindware/ Parryware etc) . One (1) no Exhaust Fan of adequate capacity is to be installed in Toilet.	

**2. TECHNICAL SPECIFICATION for OFFICIAL TYPE PORTA CABIN
SIZE 20' X10' X 8' (Outer to outer)
Required Quantity- 7 nos**

Sr. No.	Component	Description	Remarks
A) Main Load Bearing members			
1	Bottom Frame	150mm specially Pressed formed profile of appropriate geometry made of MS sheet IS 10748 or equivalent) 2.5mm Thick.	
2	Top frame	150mm specially Pressed formed profile of appropriate geometry made of MS sheet (IS 10748 or equivalent) 2.5mm Thick.	
3	Stiffeners Bottom	75mm x 40mm Pressed formed rectangular hollow Pipes made of MS sheet (IS 10748) 2.5mm Thick	
4	Stiffeners Top	50 x 25 x 2.5mm & 32 x 32 x 2mm (ridge) Pressed formed hollow Pipes made of MS sheet (IS 10748) 2.5mm Thick	
5	Corner/Side Posts	Specially Pressed formed profile of appropriate geometry made of 3.15mm thick M.S sheet	
6	Steps/Stairs	Fabricated steel steps of detachable type having three treads shall be provided in each cabin for getting inside at main entry door. This shall be made of chequered plates 8mm thick & formed section of plate 2.5mm.	
B) External and Internal Paneling			
1	Side wall Stiffeners	Specially Pressed formed profile of appropriate geometry made of 2.0 mm thick M.S sheet	
2	Paneling outside	Side wall made of vertically corrugated 1.6 mm thick M.S sheet. Corrugated panels are continuously butt welded to form entire wall structure and the assembled wall structure is continuously welded to the peripheral frame members. The side and end wall will also provide cut outs for Doors and windows as per approved plan. All the cut outs after fixing the equipment will be weather tight and proper channeling will be provided for window opening.	Galvanized sheet (1.25 mm) shall not be used
3	Internal wall Paneling	12mm thick commercial ply of reputed manufacturer with 1 mm sun-mica sheet of elegant wood texture (exclusive office look)	
4	Roof outside	Made of corrugated 1.6 mm thick MS sheet. Corrugated panels are continuously butt welded to form entire roof structure and the assembled roof structure is continuously welded to the peripheral frame members. Roof shall be entirely weather tight. Roof shall be having a positive camber allowing water to drain away under static conditions. The roof surface is to be painted with one coat of " Bitumen Primer" before laying Hessian based finished tar felt as per IS:1322 , Type-3 , Gr-1 in two layers as basic waterproofing material. Blown Grade Bitumen 85/25 as per IS:702 in 3 layers 1.5 kg/m ² are to be used as the bonding materials. Fine sand is to be finally sprinkled over the last layer of bitumen	
5	False ceiling	9mm thick commercial ply of reputed manufacturer with 1mm thick	
पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय) POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091 फैक्स/Fax: (033) 23211960 फोन/Phone: बोर्ड/EPABX: 23398220			Page - 28 of 47

		sun-mica sheet of elegant wood texture (exclusive office look) matching with internal wall paneling.	
6	Welding Process	All welding shall be carried out using CO2 shielded MIG welding process. All cutout opening are to be sealed properly. Welding shall be done by highly qualified sheet metal welder.	
7	Bottom flooring	25 mm thick commercial plywood of reputed manufacturer with 2mm thick Vinyl Sheet of elegant wood texture appearance. Floor boards are secured to the base with the help of Zinc coated self-tapping screw. Bottom of the floor shall be painted with Bituminuos Epoxy paint.	

C) Doors, Windows, Stairs:

1	Aluminum Windows	Horizontal two track sliding type anodized aluminum extruded section window of average thickness 2mm with 4mm Tinted Glass including Grills/safety/guard bars of MS Square bars 8/10 mm having overall dimension 585mm x 800mm (H x W). Window sill shall be decided as per the height of work station. Window shall be fitted with SS fly-proof wire mesh in suitable frame and Rain-shed (canopy) made from 1.6mm thick MS sheet and Vertical blinds. All necessary hardware shall be provided for locking window from inside. The cabin shall be provided with 2 no windows and 1 no Air Conditioner openings. Suitable blanking plates made out of 1.6-2 mm thick sheet should be provided for blanking this area during transportation to prevent damage.	
2	Air Conditioner Opening	2 no Air Conditioner openings (suitable for 1.5 T Window Air Conditioner installation) with suitable mounting frame shall be provided. The peripheral edges should be provided with rubber seal to prevent dust and water ingress.	
3	M.S Door	Insulated single leaf Door with, overhead Hydraulic Door Closer of reputed make, Mortice Lock (Godrej Make), Al-drop, stopper, handles and other associated accessories (All chrome plated) to be provided. External and internal portion of the door shall match with specification of outside paneling and inside paneling respectively. Thickness of the door frame shall be as per the Corner post referred in A(5). Puff insulation shall be 50mm thick.. The peripheral edges of the door shall be provided with rubber seal to prevent ingress of water and dust. The door shall be outward opening type with single leaf closing panel. The door shall be provided with manually operating type locking arrangements from both internal and external sides. Door shall have Rain-shed (canopy) made from 1.6 mm thick sheet. The main door should carry a logo of BHEL (made of stainless steel embossed).	
4	Insulation	Puff Insulation (Side wall – 50mm thick, Ceiling – 75mm thick)	
5	Steps / Stairs	Fabricated Steel steps of detachable type three threads shall be provided in each cabin for getting inside through main entry door. These shall be made of chequered plates and formed channel sections.	

D) Electrical Installation

1	Main electric supply (Normal 3 Ph 4 wire supply)	Main electrical inlet shall be through Cutler Hammer make IP-55 certified 5 Pin welding socket (63Amp). All wiring shall be done with Finolex/ Anchor/ Polycab Make FRLS multi-strand copper wire and concealed type using PVC conduits. The wiring of Air Conditioner (AC) should be 6 Sqmm and for lighting/Fans should be 4 Sqmm. One main incomer distribution board (3Ph.-4 wire) should be provided in the cabin with 1 No. ELCB along with 63Amps 3 pole MCB and individual MCBs for lights, fans and AC. All MCBs shall be housed in metal enclosure. The switches, Sockets, Switch boards, MCBs should be MDS/ABB/Anchor/Havells make. All lamps, Fans, plug sockets shall be suitably separated into circuits and should be individually controlled.	
2	UPS /DG power supply	UPS / DG inlet supply shall be through Cutler Hammer make P-55 certified 3 Pin welding socket (32 Amp). These sockets should be mounted on outside wall of the cabin and further connected to Main	

		distribution board inside the cabin having provision of incoming MCB 32Amps, 2 Pole and MCB at each sitting arrangement including internal wiring from Main Board up to the switch sockets for further distribution. All wiring shall be done with Finolex/Anchor /Polycab Make FRLS multi-strand copper wire 4 sqmm cable concealed type using PVC conduits.	
3	Telephone and Network cabling	One (1) No. Junction Box with Lock and Key should be mounted outside the Cabin for connecting to external telephone lines and network data cables. The junction Box should have provision for connecting at least four telephone lines and for connecting external network cabling type CAT-6. The cable should be terminated on Krone connectors and should be wired to the Telephone, outlets inside the cable. One (1) No. 8 port D-Link switch should be mounted inside the cabin and further internal cabling shall be done with CAT-6 cables. Cabling from D-Link switch-to-users-nodes is within the scope of work.	
4	Illumination	The inside of the cabin should be provided with concealed type 4 nos 2x36 W Fluorescent mirror optic recessed lamp fittings of Crompton / Bajaj / Philips/Havells made . 1 no LED lamp (atleast 10 W) is to be installed outside the cabin near the main entrance.	
5	Fans	2 no Fans of 12" size, Wall mount type (Make: Usha / Bajaj/ Havells/ Crompton) shall be provided with mounting brackets. Plugs and switches to be mounted on the wall.	
6	Air Conditioner	2 no Window Type Air Conditioners (1.5 T capacity, minimum 3 star BEE rating, Make- LG/ Samsung /Daikin /Hitachi/Carrier /Voltas / Lyoyds/ Videocon or equivalent) is to be supplied and installed at the desired position. 2 no metal clad plug socket with 32 A MCB to be provided for the purpose.	

E) Painting :

1	Exterior Painting	Zinc rich Epoxy Primer 25 Micron Epoxy Polyimide - 30-35 Micron Chlorinated Rubber/PVC Top coat-35-40 Micron Total -100 to 110 Micron Shade : Will be intimated later	
2	Interior Painting	Zinc rich Primer 35 Micron Epoxy Polyimide — 4045 Total -75 to 80 Micron Colour Gee RAL- 7035	
3	Understructure	Zinc rich Primer — 15 Micron Bituminous Paint or Tectyl 121B-135 Micron Total -150 Micron	

All the components of the container are shot/grit blasted to achieve a surface equivalent to Swedish standard of SA 2.5.and primer painted. After assembly of the container the welded joints are cleaned by abrasive mechanically. The container is painted with three coat using air less spray painting mechanism.

F) Furnitures for Porta Cabin

1	Table / Work Station	Continuous work station along the inner face of the wall all around leaving door location. Each work station shall be min 4'x2' width, drawers on right hand side (3 drawers- (2 small, 1 big on full height) and half partition (18" height) in between. Table top and leg shall be of min 18/19 mm commercial ply with elegant wood finish sun mica on top. All drawers & shelves shall be 12mm commercial ply with similar sun mica finish.	
2	Chairs	6 no Chairs (L-21"xW21"x H33", Steel Chrome Finish, Leatherette cushion, non-revolving type) of reputed make to be provided	
3	Overhead Cabinets	Continuous overhead file cabinets with shutters along the work station with 18/19 mm commercial plywood and matching sun mica finish.	

G) Lifting Hooks and Base plate with four holes on corner Post :

1	Lifting Hooks	Necessary lifting hooks for loading, unloading shall be provided. All the corner post shall have min. 16mm base plate of size 250mmx250mm with 4 nos. 16m holes for fixing anchor bolt after installation of cabins over the concrete blocks.	
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H) Safety Appliances :			
1	Fire Extinguisher	1 No portable Fire Extinguisher shall be in each cabin at appropriate location.	

Salient Points:**A) Shop Inspection:**

There shall be periodical inspection of processes by BHEL, at least at three stages:

- 1st stage during welding process of main frame for inspection of welding quality;
- 2nd stage during internal & external paneling, and insulation;
- 3rd stage during Furnishing, electrical loop circuit testing, and finish painting.

Minor modifications, if any, may be required to be carried out which will be specified during inspection/ manufacturing process.

Bidder to submit Manufacturing Quality Plan indicating above Customer witness points

B) Marking:

Each Porta Cabin shall be marked externally with the following:

1. Manufacturer's details:
 - Name & address of Manufacturer
 - Manufacturer's Type and Serial No.
 - Maximum Permissible distributed floor loads
 - Maximum external size
 - Maximum weight of unit for lifting
 - Position of lifting & anchoring points
 - Suitability of stacking
2. NAME PLATE:
 - BHEL Logo: The Main Door should carry a logo of BHEL, made of stainless steel embossed.
 - BHEL Numbering format for each Porta Cabin : X. YYYY, where
 - a. "X" : is the Type of Porta Cabin i.e 'A' or 'B' or 'C' and so on
 - b. "YYYY" is the running serial number for each type of Porta Cabin starting from 0001
 - c. Example — 0001, 0— 0001, K 0001 to

C) Guarantee / Warranty.

- 12 months for workmanship & defective materials from the date of installation & commissioning of last consignment at Site

D) General:

1. The porta cabins shall be of optimal weight/volume so as to facilitate handling and transportation.
2. The porta cabins shall be suitable for being hauled over long distances besides being rugged in design so as to suit site conditions.
3. Name plates shall be of stainless steel embossed type. The size and details to be indicated there in shall be informed later.
5. All steel material shall conform to IS 10748.
6. Supplier shall maintain and ensure necessary safety measures as required for inspection & test H.V. Tests, Pneumatic Test, Hydraulic test, Spring Test, Bend Test etc. to enable inspection Agency for performing inspection. If any test equipment found not complying with proper safety requirements then the inspection Agency may withheld inspection till time desired safety requirements are met.

PART-E

PRICE SCHEDULE (UNPRICED) - VOLUME-III

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

PART-E

PRICE SCHEDULE - VOLUME-III

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

ABOVE TO BE READ ALONG WITH SCH-2
(WEIGHTAGE) OF PRICE SCHEDULE (VOLUME-III)

VOLUME-III PRICE SCHEDULE, REV-0	
JOB: DESIGN, FABRICATION, SUPPLY, INSTALLATION & COMMISSIONING OF FABRICATED FURNISHED PORTA CABINS AT BHEL NORTH KARANPURA SITE, TANDWA, JHARKHAND AS PER TECHNICAL SPECIFICATIONS.	
TENDER NO. PSER:PUR:PMX:163(XV):006 (ENQ:20:PP:0015:PUR:2) DATE: 21/05/2020	
PREAMBLE	
SL NO	DESCRIPTION
1.0	This preamble forms part of tender document and schedule of items. The tenderer should read this preamble carefully before filling in rates for various items. Clauses under this preamble shall be read in conjunction with various volumes of tender and other tender sections as applicable and shall have precedence over any contrary statement mentioned anywhere in this document.
2.0	The job shall be carried out strictly as per specifications, description of the items in these schedule and / or engineer's instructions. Drawings enclosed with the tender are only preliminary and for tender purposes and giving some idea of the job involved. The job is to be executed as per drawings & documents, which shall be furnished during execution.
3.0	Items of job provided in this schedule but not covered in this specification shall be executed strictly as per instruction of the engineer.
4.0	Unless specifically mentioned otherwise in the tender document, the tenderer shall quote for the finished items and shall provide for the complete cost towards power, fuel, tools, tackles, equipment, constructional plants, temporary works, labour, dismantling of all temporary piping, structures, valves, pumps, tanks & other misc. equipment, strengthening of roads/culverts/bridges etc. including arranging all clearances etc. required for carrying out different activities & tests, materials, levies, transport, layout, repairs, rectification, maintenance till handing over, supervisions, colonies, shops, establishments, overheads, profits and all incidental items not specifically mentioned but reasonably implied and necessary to complete the job according to the complete tender document and this schedule.
5.0	The quantities of the various items mentioned in this schedule of items are approximate, based on very preliminary information and may vary to any extent or be deleted altogether. The quoted rates of each item will remain firm throughout the period of execution including extension, for reasons whatsoever, as long as variation in the total value of job executed under any part of this contract including extra items, if any but excluding any price variation remains, within plus minus fifteen percent ($\pm 15\%$) of the awarded price as per LOI.
6.0	Prior written approval of BHEL shall be sought by the contractor in case quantity variation of any item crosses +50% (plus fifty percent) limit during execution, an approval to be obtained before execution of further quantity for this item.
7.0	In case Sealed /Paper Price Bids are opened for finalisation of the tender, for any Item Rate/BOQ based contract, possibility of variation of quantity/ addition/deletion of items cannot be ruled out. Under such circumstances, after execution of job, if it is observed that standing as L-1 is changed based on actual quantity executed, the bidder shall give suitable rebate to maintain standing as L-1. Since this aspect can be assessed at the end of execution, necessary adjustment will be effected at the end of execution in final bill. This condition shall not be applicable where the tender is finalised through Reverse Auction.
8.0	BHEL reserve the right to rationalize the rates, quoted by L-1 bidder against unit rate items and/ or other optional items with respect to item-wise lowest rates (amongst the participating bidders), before placement of order.
9.0	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.
10.0	All jobs 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.
11.0	The tender shall be deemed to have visited site and made himself aware of all the site conditions, studied the specifications and details of job to be done within the time schedule attached and to have acquainted himself of the conditions prevailing at site.
12.0	No splitting of the job is envisaged. Decision of BHEL in this regard shall be final and binding to the bidders.
13.0	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. Also putting any comments instead of rates/price in the designated column of the rate schedule shall make the offer liable for rejection.
14.0	BHEL 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.
15.0	No interest, whatsoever, shall be payable by BHEL on the security deposit, any bank guarantee submitted or any amount due to successful bidder/contractor.
16.0	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.
17.0	Bidder's Total price for supply of fabricated furnished porta cabin shall be considered for evaluation unless stated otherwise.

VOLUME-III PRICE SCHEDULE, REV-0			
JOB: DESIGN, FABRICATION, SUPPLY, INSTALLATION & COMMISSIONING OF FABRICATED FURNISHED PORTA CABINS AT BHEL NORTH KARANPURA SITE, TANDWA, JHARKHAND AS PER TECHNICAL SPECIFICATIONS.			
TENDER NO. PSER:PUR:PMX:163(XV):006 (ENQ:20:PP:0015:PUR:2) DATE: 21/05/2020			
SCH-1 : TOTAL PRICE			
SL NO	DESCRIPTION	PRICE SCHEDULE REF	TOTAL PRICE (IN INR)
1.0	TOTAL PRICE FOR DESIGN, FABRICATION, SUPPLY, INSTALLATION & COMMISSIONING OF FABRICATED FURNISHED PORTA CABINS AT BHEL NORTH KARANPURA SITE, TANDWA, JHARKHAND AS PER TECHNICAL SPECIFICATIONS.	SCH 2 - PRICE BREAK UP	IN FIGURES:- TO BE FILLED ONLINE ONLY
			IN WORDS:- TO BE FILLED ONLINE ONLY
NOTE			
1.0	Bidder shall quote TOTAL PRICE for SCH-1 Part only at SI No. 1 above. All other amounts / rates of each item of job in respective schedules / parts will be derived based on allocated percentages. As such, any uncalled figure/ amount noted at any other place / schedule of Volume-III will not be reckoned & will stand null & void.		
2.0	Bidder to note that TOTAL PRICE at SI No. 1 above shall be considered for evaluation & awarding. The TOTAL PRICE shall be on "All Inclusive Total F.O.R Destination Price excluding GST & BOCW Cess" for Supply and Installation & Commissioning for all the items. As such, TOTAL PRICE should be complete in all respect for the full scope defined and considering all terms and conditions.		
3.0	Bidder's quoted TOTAL PRICE of SCH-1 at SI. No 1 above, shall be apportioned into amount of various items of job based on allocated percentages against respective item, in respective schedules / parts. As such, bidder shall not indicate / quote any amount / rate in these schedules / parts and any amount / rate quoted against any item shall not be taken into cognizance / account and offer may be liable for rejection.		
4.0	Based on the itemwise percentage allocations, the amount for the individual items of the Bill of Quantity shall be arrived at. The rates of individual items shall be derived from the amount against each items and its quantity after rounding off to upto 2 decimal places. However, RA bill payment shall be done after rounding off the gross amount to two decimal points. Any adjustment, if required, due to such methodology, will be effected / adjusted in final bill.		
5.0	Bidders to note that this is an item rate contract. Payment shall be made for the actual quantities of job executed at the unit rate arrived at as per SI No.4 above.		
6.0	Any item as per scope of job, if not included in the price quoted above and shown separately will not be taken cognizance of and the offer shall be liable for rejection.		
7.0	Price format shall not be changed by bidder in any case and it may lead to cancellation of their offer.		
8.0	The quoted TOTAL PRICE shall be including transportation charges on FOR site basis but excluding GST & BOCW Cess.		
9.0	The quantity of items may vary during execution mainly due to actual requirement etc. The unit rates work out from the overall amount quoted & accepted by BHEL shall be considered and no separate unit rates shall be allowed. Unit rates shall be valid throughout the contract period.		

**VOLUME-III
PRICE SCHEDULE, REV-0**

JOB: DESIGN, FABRICATION, SUPPLY, INSTALLATION & COMMISSIONING OF FABRICATED FURNISHED PORTA CABINS AT BHEL NORTH KARANPURA SITE, TANDWA, JHARKHAND AS PER TECHNICAL SPECIFICATIONS.

TENDER NO. PSER:PUR:PMX:163(XV):006 (ENQ:20:PP:0015:PUR:2) DATE: 21/05/2020

SCH-2 : PRICE BREAK UP

SL NO.	ITEM DESCRIPTION	UNIT	QTY.	WEIGHTAGE
1	SUPPLY of FABRICATED FURNISHED PORTA CABINS for Residential Use	No	20	0.699801980
2	INSTALLATION & COMMISSIONING of FABRICATED FURNISHED PORTA CABINS for Residential Use	No	20	0.036831683
3	SUPPLY of FABRICATED FURNISHED PORTA CABINS for Official Use	No	7	0.250198020
4	INSTALLATION & COMMISSIONING of FABRICATED FURNISHED PORTA CABINS for Official Use	No	7	0.013168317
	TOTAL			1.000000000

PART-H:
FORMS AND PROCEDURES

F-01

RTGS FORMAT

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

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

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

SIGNATURE OF AUTHORISED
REPRESENTATIVE OF VENDOR WITH DATE
& SEAL

CONFIRMATION BY BANKER WITH
OFFICE SEAL

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

F-02VENDOR DETAILS

1. Name & address of the vendor/company:
2. PAN No. of the vendor/company (scan copy of PAN Card):
3. Contact Person for the vendor/company:
4. Mobile number & E-mail of the contact person:
5. VAT / TIN:
5. CST:

SIGNATURE OF THE BIDDER WITH DATE & SEAL

F-03**FORMAT FOR DETAILS OF BIDDER**

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

SIGNATURE OF THE BIDDER WITH DATE & SEAL

F-04

PROFORMA OF BANK GUARANTEE (in lieu of PERFORMANCE/SECURITY DEPOSIT)

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

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

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

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

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

or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

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

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

Notwithstanding anything to the contrary contained hereinabove:

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

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

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

Date _____ Day of _____

for _____(indicate the name of the Bank)_____

(Signature of Authorised signatory)

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

² DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

³ PROJECT/SUPPLY DETAILS

⁴ BG AMOUNT IN FIGURES AND WORDS

⁵ VALIDITY DATE

⁶ DATE OF EXPIRY OF CLAIM PERIOD

⁷ BG AMOUNT IN FIGURES AND WORDS.

⁸ VALIDITY DATE

⁹ DATE OF EXPIRY OF CLAIM PERIOD

Note:

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

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

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

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

b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank

(BHEL's Consortium Bank). It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.

- b.2 In case, Foreign Vendors intend to provide BG from** Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.
- b.3** The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.
- b.4** The BG should clearly specify that the demand or other document can be presented in electronic form.

F-05**BANK GUARANTEE FOR PERFORMANCE SECURITY**

Bank Guarantee No:

Date:

To

NAME & ADDRESSES OF THE BENEFICIARY

Dear Sirs,

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

We,, (hereinafter referred to as the Bank), having registered/Head office at and inter alia a branch at being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer a maximum amount Rs ----- (Rupees -----)⁴ without any demur, immediately on a demand from the Employer, .

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

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

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

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

We BANK further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Contractor/Supplier from time to time or to postpone for any

time or from time to time any of the powers exercisable by the Employer against the said Contractor/Supplier and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor/Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Contractor/Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

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

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

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

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

Notwithstanding anything to the contrary contained hereinabove:

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

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

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

For and on behalf of
(Name of the Bank)

Dated.....

Place of Issue.....

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

² DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

³ PROJECT/SUPPLY DETAILS

⁴ BG AMOUNT IN FIGURES AND WORDS

⁵ VALIDITY DATE

⁶ DATE OF EXPIRY OF CLAIM PERIOD

⁷ BG AMOUNT IN FIGURES AND WORDS.

⁸ VALIDITY DATE

⁹ DATE OF EXPIRY OF CLAIM PERIOD

Note:

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय) POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091 फैक्स/Fax: (033) 23211960 फोन/Phone: बोर्ड/EPABX: 23398220	Page - 44 of 47
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i) Units are advised that expiry of claim period may be kept 2/3 months after validity date.

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

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

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

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

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

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

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

LIST OF CONSORTIUM BANKS FOR BANK GUARANTEE

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

BHEL-PSER RTGS DETAILS

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

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

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

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

Confirmation by Banker
 with office seal


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