



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

Tender No. PSER: PUR: HR: 161:015

DATE: 04/05/2017

NOTE: TENDER DOCUMENT IS AVAILABLE ON WEBSITE AS DETAILED BELOW. BIDDERS CAN DOWNLOAD FROM WEBSITE AND SUBMIT THEIR OFFER ONLINE ONLY.

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

1.0 Salient Features of NIT

SL NO	ISSUE	DESCRIPTION
i	E-TENDER NUMBER	PSER: PUR: HR: 161:015 DATE: 04/05/2017
ii	Broad Scope of job	<i>Maintenance of Landscape at BHEL Premises in Kolkata</i>
iii	DETAILS OF TENDER DOCUMENT	
a	<i>PART - B:</i>	<i>GENERAL CONDITIONS OF CONTRACT (GCC)</i> <i>Applicable.</i>
b	<i>Volume-IB</i>	<i>General Conditions of Contract (Services)</i> <i>Not Applicable.</i>
c	<i>PART-C</i>	<i>TECHNICAL SPECIFICATION AND SPECIAL CONDITION OF CONTRACT (SCC)</i> <i>Applicable.</i>
d	<i>PART- H</i>	<i>Forms and Procedures etc.</i> <i>Applicable.</i>
e	<i>Volume-IF</i>	<i>Technical Conditions of Contract (TCC)</i> <i>Not Applicable.</i>
f	<i>Volume-II</i>	<i>Technical Specification:</i> <i>Not Applicable.</i>
g	<i>PART-E</i>	<i>Price Schedule (Absolute value).</i> <i>Applicable.</i>
h	<i>PART-F</i>	<i>Terms & conditions of reverse auction.</i> <i>Applicable</i>
iv	<i>Issue of Tender Documents</i>	a) <i>Online through e-procurement platform at https://bheleps.buyjunction.in</i> b) <i>in BHEL website (www.bhel.com, www.jantermanter.com & CPP Portal) : For tender viewing purpose only</i> <i>Start date 04/05/2017</i> <i>Applicable</i>
v	<i>DUE DATE & TIME OF OFFER SUBMISSION</i>	<i>Date: 15/05/2017, Time: 15-00 Hrs.</i> <i>Applicable</i>

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

फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : 23211798/ 1691

vi	OPENING OF TENDER	Techno-commercial offer will be opened on same day (15/05/2017) at 16-00 Hrs. (online only through e-procurement platform at https://bheleps.buyjunction.in , participating bidders may witness the same online only) Bidders are requested to visit website for viewing Tender Change Notice (TCN) / Corrigendum etc. informing any change before submitting the tender.	Applicable
vii	EMD AMOUNT	NIL	Not Applicable
viii	COST OF TENDER	NIL	Not Applicable

ix	LAST DATE FOR SEEKING CLARIFICATION	<i>Date: 10/05/2017</i> <i>Along with soft version also, addressing to undersigned (in email) as per contact address given below</i>	Applicable
x	SCHEDULE OF Pre Bid Discussion (PBD)	Not Applicable	Not Applicable. (In case BHEL decides to conduct PBD, date, time & venue of PBD will be intimated suitably thru TCN)
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	Not Applicable	Not Applicable
xii	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com →Tender Notifications →View Corrigendums & www.jantermanter.com/ CPP portal →Tender Notice & E-PROCUREMENT PORTAL https://bheleps.buyjunction.in) and not in the newspapers. Bidders to keep themselves updated with all such information.	Shall be intimated to bidder

- The offer shall be uploaded 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 uploaded 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 uploaded by them (after signing/stamping on each page) as a part of their offer. **Price shall not be mentioned by them anywhere in the techno-commercial portion of offer. Price shall be mentioned in the relevant price schedule only and to be submitted in e-procurement portal/platform in the form and manner mentioned in tender. In case of E-PROCUREMENT ASSISTANCE & TRAINING, BIDDERS MAY CONTACT M/s Mjunction Services Limited (herein after called as MJUNCTION) HELPDESK PHONE NO. 033-66011717 (BETWEEN 9:30 AM TILL 5:30 PM) & 9163348280/83/84/85/86, 8584008116, 8584008205, 8336925964 (FROM 5:30 PM TO 8:30 PM) or for any difficulty in downloading the tender from internet website, they should contact this office (Sr. Engineer, Purchase Phone no. 033- 23398222 or AGM, Purchase Phone no. 033-23398220). alteration/changes by bidders is permitted in the tender/NIT appeared in the website.**
- Security deposit** shall be submitted as per provision of tender. **Security deposit shall cover the entire duration of work plus the performance guarantee period plus three months notice period prior to release of the same.**

This is an E-tender floated online through our E-Procurement Site

<p>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 : 23211496</p>

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

OFFER DESCRIPTION	DOCUMENTS TO BE UPLOADED & MODALITY OF UPLOADING
TECHNICAL OFFER	1. Scanned copy of Covering letter of offer (To be attached in Attachment section) 2. Copy of Entire tender documents digitally signed & stamped in each page by authorized representative of the bidder except price bid (To be attached in Attachment section). 3. Scanned copy of Techno-Commercial Offer (To be attached in Attachment section) 4. Duly filled all annexures except price & unpriced format (To be attached in Attachment section). 5. Copy of records notes of Pre Bid Conference, if applicable/ pre-bid MOM. (To be attached in Attachment section) 6. Copy of Tender change notice (TCN), if applicable (To be attached in Attachment section) 7. All supporting documents/ Annexures etc as applicable (To be attached in Attachment section). 8. No deviation certificate in bidder's letterhead as per format given in Tender (To be attached in Attachment section).
PRE-QUALIFICATION PART	9. Pre-qualifying documents with all credentials as per tender. (To be attached in PQ Attachment section)
UNPRICED PRICE BID	10. Price schedule –Unpriced but mentioning only quoted / unquoted against each item as per tender. (To be attached in Unpriced bid Attachment section)
PRICE BID	11. Duly filled in Price Schedule as per tender. (To be attached in price bid Attachment section) Any other document uploaded in the price bid, apart from tendered Price schedule, shall not be taken into cognizance for evaluation of offer.

3. **SPECIAL NOTE:**

- A) Your offer & documents submitted with the offer shall be digitally 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 uploaded in respective places of the offer as per enclosure list mentioned in the covering letter. BHEL shall not be responsible for any missing documents.**
4. BHEL also reserve the right to reject the bidder with unsatisfactory past performance in the execution of a contract. BHEL's decision in this regard shall be final & binding.
5. BHEL reserves the right to accept or reject any or all offer without assigning any reasons thereof. BHEL also reserve the right to cancel the offer wholly or partly without assigning any reason thereof. BHEL also reserve the right to split/part award the job. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD)
6. 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.

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7. You are free to visit the site and study the prevailing site condition including law & order etc. before quoting (if applicable).
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 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 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.
14. Price bids of those bidders will be opened who will be qualified for the subject job on the basis of evaluation of Techno-commercial bids / pre-qualifying criteria and as considered suitable by BHEL.
15. Taxes and duties shall be as per tender.
16. 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.
17. Bidders are required to submit their **BEST price** as per tender Price Schedule format in e-procurement portal/platform in the form & manner as mentioned in tender..
18. Overwriting or erasures should be avoided. If however, they exist they must be invariably attested.
19. **"BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno- commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non- acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.**
20. **Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of**

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'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

21. The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.
22. In case of enquiry through e-procurement portal/platform, the sealed electronic price bid (e-bid) is to be treated as sealed envelope bid.
23. 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).
24. Reverse Auction is the type of auction typically conducted to buy goods / items over Internet in which the lowest price bidder wins. In case, the bidders are willing to know the details about the methodology, they may please contact HEAD/PURCHASE OR ASST. ENGINEER /PURCHASE, BHEL, KOLKATA.
25. 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.
26. Bidders are requested to note that the accepted / agreed tender terms (technical, commercial or on Reverse Auction) in their original offer can not be altered / withdrawn by their own during the processing of tender.
27. 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-I party, then the awarded price shall be after considering the discount.
28. "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".
29. 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.
30. 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

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immediately (if applicable).

31. **The bidder may have to produce original document for verification if so decided by BHEL.**
32. Suspension of Business dealings: BHEL reserves the right to take action against contractors who fail to perform or indulge in malpractices, by suspending business dealings with them as detailed in Annexure-V.
33. Supplier shall furnish specific conformance to all material specifications and terms and conditions (General and Special) mentioned hereunder as well as appearing in Annexures enclosed as acceptable to them along with their offer. **Offers with deviation(s) are liable for rejection.**
34. "MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) /Udyog Aadhar Memorandum(UAM) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure-VI where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer. "

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

Type under MSME	SC/ST owned	Others
Micro		
Small		
Medium		

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

35. **Order of Precedence:** In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:
- Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL
 - Notice Inviting Tender (NIT) & Pre-Qualifying Criteria (Annexure-I)
 - Price Schedule – PART-E
 - Technical Specification and Special Condition of Contract (SCC)- PART-C
 - General Conditions of Contract (GCC)- PART-B
 - Terms & conditions of reverse auction –Part F
 - Forms and Procedures — PART- H

All the bidders are requested to note that all the errata / technical clarifications / corrigendum / extension etc. shall be published in this web page only. As such, all the bidders are requested to be in continuous touch with this web page.

Thanking you,

Yours faithfully,
For BHARAT HEAVY ELECTRICALS LTD

Sr Engineer (Purchase)

Agency	Contact details	
BHEL, PSER, Kolkata	Address	DJ-9/1, Sector – II, Salt Lake, Kolkata – 700 091
	Phone no	03323398222
	FAX no	033-23211960
	E-mail	ujjwalh@bhelpser.co.in
M/s Mjunction Services Limited	For E-PROCUREMENT ASSISTANCE & TRAINING, MJUNCTION HELPDESK PHONE NO. 033-66011717 (BETWEEN 9:30 AM TILL 5:30 PM) & 9163348280/83/84/85/86, 8584008116, 8584008205, 8336925964 (FROM 5 : 30 PM TO 8 : 30 PM)	

Enclosure

01. Annexure-I: Pre qualifying Criteria.
02. Annexure- II : No Deviation Certificate
03. Annexure-III: Format for seeking clarification
04. Annexure-V: Suspension of business dealing with Suppliers
05. Annexure-VI: Certificate by Chartered Accountant
06. Annexure-VII: Declaration for relation in BHEL
07. Annexures– CPP/I
08. Tender documents as per this NIT.

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फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : 23211496

ANNEXURE - I

JOB	“Maintenance of Landscape at BHEL Premises in Kolkata”
TENDER NO	PSER: PUR: HR: 161:015 DATE: 04/05/2017

Pre-Qualification Criteria

Sl.No.	CRITERIA
1.0 (a)	BIDDER SHOULD HAVE AVERAGE ANNUAL TURNOVER OF MINIMUM RS. 1.60 LAKHS DURING THE LAST 03 (THREE) FINANCIAL YEARS, ENDING ON 31'03-2016 AND SHOULD HAVE 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 31-03-2016. AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT OF THE COMPANY FOR LAST 03 (THREE) FINANCIAL YEARS, ENDING ON 31-03-2016, 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	BIDDER SHOULD HAVE EXPERIENCE OF SUCCESSFULLY COMPLETED SIMILAR WORKS (I.E. HORTICULTURE/LANDSCAPE/GARDENING) AT LEADING PSU'S /STATE GOVERNMENT /REPUTED COMPANIES IN THE LAST 07 YEARS ENDING ON LAST DATE OF BID SUBMISSION. BIDDER SHOULD SUBMIT ORDER COPY(S) ALONG WITH THE RELEVANT DOCUMENTS IN SUPPORT OF THE ABOVE.
3.0	BIDDER SHOULD HAVE VALID PAN
Note	RELEVANT SUPPORTING DOCUMENTS FOR ALL ABOVE MUST BE SUBMITTED

NOTE

1. THE BIDDER WHO MEETS THE ABOVE PRE-QUALIFICATION CRITERIAN CAN ONLY PARTICIPATE IN THE TENDER.
2. BIDDERS QUOTING IN INDIAN CURRENCY (INR) ONLY SHALL BE QUALIFIED.

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

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

Sub	No Deviation Certificate.	
Job	“ Maintenance of Landscape at BHEL Premises in Kolkata ”	
Ref	1.0	Tender no.: PSER: PUR: HR: 161:015 DATE: 04/05/2017
	2.0	Other references (if any).

Dear Sirs,

With reference to above tender, this is to confirm you that we have gone through each and every terms and conditions mentioned in the enquiry (Terms and Conditions) and we offer our unqualified acceptance of the same.

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

We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT and 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.

(Signature of bidder)
with Seal

ANNEXURE – III**FORMAT FOR SEEKING CLARIFICATION**

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

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

Dear Sir,

Sub: **Request for Clarification**Ref: 1) NIT/Tender Specification No:,
2) All other pertinent issues till date

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

Yours faithfully,

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

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ANNEXURE-V

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

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1.3	<p>Hold within the unit for all item(s)/material category(ies)/ type of work(s) shall be put in the following cases, if</p> <ul style="list-style-type: none"> i) Supplier tampers with tendering procedure affecting ordering process. ii) Supplier has misused BHEL documents/ drawings/ technical information or has breached the confidentiality agreement with BHEL. iii) after placement of order, Supplier fails to execute the contract. iv) within warranty period as per contract, Supplier continues to supply low/ less/ non-performing equipment/ services, repetitive failures, remains non-responsive. v) Wherever risk purchase clause (amounting to more than 5% of contract value) has been invoked.
1.4	<p>Banning across BHEL shall be imposed in following cases, if</p>
1.4.1	<ul style="list-style-type: none"> i) After price bid opening but before placement of order, Supplier withdraws his offer or varies it in any manner within the validity period. ii) Supplier is found to be responsible for submitting fake/ false/ forged documents, certificates, or information or misrepresentation/ wilful suppression of facts, or has resorted to unethical, illegal means. iii) In spite of warnings, the Supplier persistently violates or circumvents the provisions of labour laws/ regulations/ rules or other statutory requirements. iv) Supplier is found to be involved in cartel formation or in any other act so as to influence the bidding process or influence the price. v) The Supplier has indulged in malpractices or misconduct such as bribery, corruption and fraud, pilferage, coercion etc. vi) The Supplier is found guilty by any court of law for criminal activity/ offences involving moral turpitude in relation to business dealings. vii) Supplier is found to have obtained any internal information/ documentation of BHEL by unauthorized means. viii) The foreign Principals along with the representing Agent shall be banned together if information submitted by them about their precise relationship, commission/ remuneration etc. payable/ receivable and other particulars as asked by BHEL, as per the extant guidelines regarding dealing with Agents of Foreign Suppliers is found false/ incorrect, at any stage. ix) Supplier has substituted, damaged, failed to return, or unauthorizedly disposed off free issue materials/ tools etc. of BHEL.
1.4.2	<p>A Supplier can also be banned with the approval of Director (E, R&D) provided a direction to this effect has been received from the administrative ministry of the Government.</p>

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

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फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : 23211496

Annexure -VI**Certificate by Chartered Accountant on letter head**

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

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

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

Rs..... Lacs

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

Rs..... Lacs

(Strike off whichever is not applicable)

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

Or

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

Date:

(Signature)

Name-

Membership number -

Seal of Chartered Accountant

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Annexure-VII

DECLARATION FOR RELATION IN BHEL

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

To,

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

Dear Sir,

Sub: **Declaration for relation in BHEL**

Ref : 1) NIT/Tender Specification No:

I/We hereby submit the following information pertaining to relation/relatives of 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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Annexure-CPP/I**FORMAT FOR DETAILS OF BIDDER**

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

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

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

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

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

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

Confirmation by Banker
 with office seal



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

Part-B
GENERAL TERMS AND CONDITIONS (GCC) OF THE CONTRACT

- 1.0 Definition: Maintenance of Landscape at BHEL Premises in Kolkata
- 1.1 The following terms and expressions shall have the meaning hereby assigned to them except where the context otherwise requires.
- 1.2 BHEL shall mean Bharat Heavy Electricals Limited, a company registered under Indian Companies' Act, 1956 having its registered office at BHEL HOUSE, Siri Fort, New Delhi-110 049 and its Power Sector Eastern Region's Head Quarter at Plot No. 9/1, DJ Block, BHEL BHAVAN, Sector-II, Salt Lake, Kolkata-700 091.
- 1.3 GENERAL MANAGER shall mean the Officer in administrative charge of BHEL, Power Sector Eastern Region, Kolkata.
- 1.4 The "Contract" means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
- 1.5 The "work" means, the work described in the tender documents in individual work-orders as may be issued from time to time to the contractor by the Officer-In-charge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.
- 1.6 "The Engineer-In charge or Officer-In charge" means, the Officer authorised by the DGM/HR for the work
- 1.7 "Approved" and "Directed" means, the approval or direction of DGM/HR, or person deputed by him for the particular purposes.
- 1.8 The "Contract sum" means, the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract.
- 1.9 "CONTRACTOR" shall mean the individual firm or Company who enters into this contract with BHEL and shall include their executors, administrators, successors and assigns.
- 1.10 "LETTER OF INTENT" shall mean the intimation letter to the Bidder that his offer has been accepted in accordance with the provisions contained in the said letter. The responsibility of the contractor commences from the date of issue of this letter and the terms and conditions of the contract are applicable from that date.
- 1.11 "MONTH" shall mean English Calendar month.
- 1.12 A "week" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
- 1.13 A "day" means, the day of 24 hours (TWENTY FOUR) irrespective of the number of hours worked or not worked in that day.
- 1.14 A "working day" means, any day other than that prescribed by the NEGOTIABLE INSTRUMENTS ACT as being a Holiday, and consists of the number of hours of labour as commonly recognized by good employers in the trade in the district where the work is carried out or as laid down in the BHEL regulations.

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2.0 COMMENCEMENT OF WORK:

The contractor shall commence the work within the time indicated in the Letter of Intent from BHEL and shall proceed with the same with due expedition without any delay.

If the successful Bidder fails to start the work within 07 days from the date of issuance of the Letter of Intent (LOI) from BHEL at its sole discretion will have the right to cancel the contract. His earnest money and/or security deposit with BHEL will stand forfeited without any further reference to him, without prejudice to any and all of BHEL's other rights and remedies in this regard.

3.0 WORK TO BE CARRIED OUT:

The Contract shall, include all labour, materials, tools, plant, equipment and transport which may be required for the execution of the work.

The Contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of the work. No extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.

4.0 DEVIATIONS:

The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of DGM/HR. No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.

5.0 ASSIGNMENT OF TRANSFER OF CONTRACT:

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

6.0 SUB-CONTRACT:

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

7.0 COMPLIANCE TO REGULATIONS AND BYE-LAWS:

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

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

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

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

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

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

The contractor shall follow the proper safety norms and ensure that no damage is caused by their manpower to any person, property of other parties working at the

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place of work. If any such damage is caused, it is the responsibility of the contractor to make good the losses or to compensate for the same.

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

9.0 CONTRACTOR'S SUPERVISION:

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

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

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

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

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

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

11.0 DISCOUNTS:

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

12.0 CANCELLATION OF CONTRACT FOR CORRUPT ACTS:

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

If the Contractor shall: -

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

OR,

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

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

If the Contractor:-

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a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from DGM/HR or his authorized representative ;

b) fails to comply with any of the Terms and Conditions of the contract or after reasonable notice in writing with orders properly issued thereunder ;

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

14.0 TERMINATION OF CONTRACT:

a. Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, or if the firm is dissolved or the company is liquidated BHEL shall have the option of terminating the contract without compensation to the Contractor.

b. If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out the DGM/HR shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the fore-closing of the work.

15.0 RIGHTS OF BHEL:

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

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

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

16.0 TAXES & DUTIES, PAYMENT TERMS AND LIQUIDATAD DAMAGE/ PENALTY:

As per Special Condition of Contrac (SCC)

17.0 CONTRACT VALUE/RATE:

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

18.0 EARNEST MONEY DEPOSIT (EMD): NIL

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19.0 SECURITY DEPOSIT:

Security Deposit shall be deposited by the successful tenderer before start of work or before release of first bill.

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

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

- i) Cash (as permissible under the Income Tax Act)
- ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)
- vi) Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be deposited before start of the work and the balance 50% may be recovered from the running bills. The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work.

BHEL reserve the right of forfeiture of security deposit in addition to other claims and penalties in the event of the contractor's failure to fulfill any of the contractual obligations (including liquidation or bankruptcy of the contractor, non-payment of money payable by means of arbitration award in favour of BHEL) or in the event of termination of contract as per terms and conditions of contract. BHEL reserve the right to set off these security deposit, against any claims of any other contract with BHEL.

20.0 RETURN OF SECURITY DEPOSIT:

Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract. No interest shall be payable by BHEL on earnest money / security deposit or any money due to the contractor by BHEL.

21.0 NON-FULFILLMENT OF ANY CONTRACTUAL OBLIGATIONS:

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

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

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

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

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

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

22.0 FORCE MAJEURE:

The following shall amount to force majeure:

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

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

23.0 ARBITRATION:

In the event of any dispute or difference arising between the parties to this contract regarding execution of the same or their respective rights and liabilities there under, the same shall except as otherwise expressly provided therein, be referred to the arbitration of sole arbitration of General Manager, BHEL, PSER, Kolkata or any other person nominated by him and provisions of the "The Arbitration and Conciliation Act ,1996" of India or any statutory notification or re-enactment therefore and rules framed there under from time to time shall apply to such arbitrations. The decision of arbitrator shall be binding both on seller and purchaser. The venue of arbitration shall invariably be Kolkata, India.

24.0 JURISDICTION:

All disputes or differences arising under out of or in connection with the purchase order shall be subject to the exclusive jurisdiction of court at Kolkata.

25.0 LOADING FACTORS FOR DEVIATION TO BHEL STANDARD TERMS & CONDITIONS

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

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

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

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

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

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PART-F
Terms & Conditions of Reverse Auction

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

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

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

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

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	maintenance of the garden and ensure that all garden machinery tools/hose pipe etc are removed from the site or kept in hidden places to avoid public view during the office hours.		
2.11	The contractor should also cultivate seasonal flower plants/ flower beds at the premises and should regularly colour the pots to give a good look.		
2.12	Contractor shall also maintain the green room/ nursery at his own premises and use the area for nurture, grow and develop the indoor plants at his cost.		
2.13	The contractor shall supply and maintain minimum 200 Nos Decorative Potted Plants at the premises of BHEL Bhawan , Salt Lake, Kolkata at any given point of time. The plants may be suitably placed at ground and also inside the building at all elevations. The suggestive Potted Plants are as under :		
	Sl. No.	Plants Name	General Requirements of Plants Qty
	I.	Arica Palm Two/ Three in one	3'-4' height well developed in 8"-10" Pot 20
	II.	Jhow (Thuja)	3'-4' height well developed in 8"-10" Pot 30
	III.	Orcaria Cookii	3'-4' height well developed in 8"-10" Pot 30
	IV.	Aglonomia Parrot Jangal	3'-4' height well developed in 8"-10" Pot 10
	V.	Difon Bachia	3'-4' height well developed in 8"-10" Pot 20
	VI.	Singonium Variagata	3'-4' height well developed in 8"-10" Pot 10
	VII.	Arialia	2'-3' height well developed in 8"-10" Pot 10
	VIII.	Rapids Palm two/three in one	2'-3' height well developed in 8"-10" Pot 10
	IX.	Exzora flowering plant	3'-4' height well developed in 8"-10" Pot 25
	X.	Drecena	3'-4' height well developed in 8"-10" Pot 10
	XI.	Seasonal Flowering Plants	In full blossomed in 8"-10" pot 25
		Total Plants to be supplied	200
3.0	EARNEST MONEY DEPOSIT: As per GCC		
4.0	SECURITY DEPOSIT : As per GCC		
5.0	Engagement of Labour: The Contractor shall make his own arrangement for the engagement of all labours, local or otherwise, and, save insofar as the Contract otherwise provides, for the transport, housing, feeding and payment thereof.		
6.0	Safety Provisions: The Contractor shall comply will all the precautions as required for the safety of the workman as far as they are applicable to the Contract. The Contractor shall provide all necessary safety appliances like Shoes,goggles helmets, masks, etc. to the workmen and the staff.		
7.0	Footwear/Glows: The Contractor shall at his own expense provide footwear/glows for all labours engaged for works and all other type of works etc. to the satisfaction of BHEL or his Representative, and on his failure to do so, the Employee shall be entitled to provide the same and recover the cost from the Contractor.		
8.0	Procurement of Various Materials: The Employer will not supply any materials required for the horticulture development works under this Contract. The Contractor must, therefore, make his own arrangement for timely procurement of various materials including garden soil, manure, grass and plants etc.		
9.0	Water Supply & Power Supply: Water Supply & Power Supply will be given by BHEL free of cost at		

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	one point. Non availability of power supply and/or water from whatever source shall not entail any additional claims or extension of contract period in this account.
10.0	PAYMENT TERMS
10.1	Separate bills shall be submitted once in a month, for claiming the dues as per prorata monthly basis (ie; per month charges) for the specific jobs as listed below: i) Supply and Maintenance of 200 nos Decorative Potted Plants at BHEL Bhavan Premises in Kolkata". ii) Maintenance of Garden 1635 sft approx. of which (i) 720 sft at 9/1, DJ Block, Sector-II Salt Lake, Kolkata-700 091 and (ii) 915 sft at 107/4A Satyaendranath Majumder Sarani, Kolkata-700026.
10.2	Payment shall be made only by Account Payee Cheque/RTGS within 30 days after receipt of each monthly bill with "The job completion certificate of the relevant job" issued by DGM/HR or Officer in charge.
10.3	From the amount payable, recovery such as SD, LD, taxes etc will be made (if any).
10.4	The rates offered by the Contractor should be firm during the tenure of the contract.
10.5	The payment shall be made in Indian currency only. No advance shall be paid
10.6	Paying authority: Head/Finance, BHEL-PSER Kolkata
11.0	TAXES, DUTIES ETC:
11.1	TDS under Income Tax shall be deducted at prevailing rates on gross invoice value from the running bills unless exemption certificate from the appropriate authority/ authorities is furnished.
11.2	All taxes excluding Service Tax (including Swachh Bharat Cess & Krishi Kalyan Cess) & BOCW Cess (dealt separately in Tender) but including, Charges, Royalties, Duties, Octroi, Entry Tax, Cess, any State or Central Levy and other Taxes for materials obtained for the work and for the execution of the contract shall be borne by you and shall not be payable extra. Any increase of the same at any stage during execution including extension of the contract shall have to be borne by the contractor. Quoted/ accepted rates/ price shall be inclusive of all such requirements after taking the Input Credit, if any, as per provisions of the State VAT Act.
11.3	<u>Service tax</u> along with a Swachh Bharat Cess and Krishi Kalyan Cess as legally leviable & payable by the Contractor, Vide Sec-65B (44), shall be paid by BHEL on contractors gross bill and production of GAR-7 Challan.
11.4	BHEL will not be held to be responsible for non-compliance of various Service Tax Rules, being framed from time to time.
11.5	Any New taxes & duties, if imposed subsequent to due date of offer submission as per NIT & TCN, by statutory authority during contract period (including extension, if the same is not attributable to you), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, you shall obtain prior approval from BHEL before depositing new taxes and duties. Benefits and/or abolition of all existing taxes must be passed on to BHEL against new Taxes, if any, proposed to be introduced at a later date.
12.0	Contract Period :
12.1	This contract will be for a period of two years from the date of commencement of the contract.
13.0	COMMENCEMENT OF WORK :
13.1	The Contractor shall commence the work within 07 days from the date of issuance of the Letter of Intent (LOI) from BHEL and shall proceed with the same with due expedition without any delay.
13.2	If the successful Bidder fails to start the work within the stipulated time, BHEL at its sole discretion will have the right to cancel the contract.
14.0	Procedure for disputes: If any dispute or difference of any kind what so ever shall arise between the Employer and the Contractor in connection with or arising out of the Contract, or the execution of the works, whether during the progress of the works or after their completion and

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	whether before or after the termination, abandonment or breach of the contract, it shall, be settled under the Indian Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. Such arbitration shall be settled by Sole arbitrator who shall be appointed by Head of HR, PSER, BHEL, Kolkata. The arbitration shall take place in Kolkata unless both parties agree otherwise
15.0	<u>PENALTY:</u>
15.1	BHEL reserve the right to impose penalty for failure in supply and maintain minimum 200 Nos of Decorative Potted Plants at the premises of BHEL Bhawan, Salt Lake, Kolkata. In case short supply of freshed ported plants (less than 200 nos) for more than three days, an amount Rs.10/- per potted plant per day counted from the day of short supply will be recovered from monthly running bills limited to 10% of the contract value for the perticular job.
15.2	If maintenance work of garden (any one or both) as directed by the engineer in charge like weed out of all undesirable growths, removal and dispose off dead grass, watering and maintenance of lawn and garden etc. was not done even after three days from the matter being brought to the notice of the contractor, an amount of Rs 60 per day limited to 10% of the contract value for the perticular job calculated from the day of notice to the contractor shall be imposed on.
16.0	<u>OTHER CONDITIONS:</u>
16.1	The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever.
16.2	BHEL reserve the right to reject any or all of the tenders.
16.3	Validity of offer submitted by the bidder should be more than six month from the date of opening of bid.
16.4	Conditions and un-witnesses tenderers, tenders containing absurd or unworkable rates and amounts and tenders which are incomplete and otherwise considered defective and not in accordance with the tender conditions, specification etc., are liable to be rejected.
16.5	If a tenderer expires after his submission of the tenders or after the acceptance of his tender BHEL may at their discretion cancel such tender. If a partner of a firm expires after the submission of the tender or after the acceptance of the tender, BHEL may cancel such tender at their discretion unless the firm retains its character.
16.6	BHEL will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. They may however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
16.7	If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded, and forfeit Earnest Money / Security Deposit.
16.8	Canvassing in any form in connection with the tenders is strictly prohibited and the tenders submitted by the contractor who resort to canvassing are liable to rejection.
16.9	Should a tenderer or contractor or in the case of a firm or Company one or more its partners / shareholders / directors have a relation or relations employed in the capacity of an officer of BHEL, the authority inviting tender shall be informed of the fact along with the officer, failing this, BHEL may, at it sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money / Security Deposit.

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16.10	The successful tenderer should not subcontract the part or complete work detailed in this tender specification / undertaken by him without written permission of BHEL. The tenderer is solely responsible to BHEL for the work awarded to him.
16.11	No deviation from the tender specifications shall be acceptable to BHEL. Tenderers shall confirm their unqualified acceptance of the terms and conditions by giving an undertaking to this effect in a separate envelope along with the techno-commercial bid super scribed the word "undertaking for NO DEVIATION".
16.12	The Tender submitted by a techno commercially qualified tenderer shall become the property of BHEL who shall be under no obligation to return the same to the bidder. However unopened price bids and late tenders shall be returned to the bidders
16.13	BHEL shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.

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Specific clause wrt BOCW Act & Cess Act

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

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

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

PART-E: (PRICE SCHEDULE)
“Maintenance of Landscape at BHEL Premises in Kolkata”
TENDER NO PSER:PUR:HR:161:015

Sl No	PREAMBLE
1	This preamble forms part of tender document and schedule of items. The tenderer should read this preamble carefully in rates for various items. Clauses under this preamble shall be read in conjunction with other tender sections as applicable.
2	The work shall be carried out strictly as per specifications, description of the items in these schedule and / or engineer's instructions.
3	Items of work provided in this schedule but not covered in this specification shall be executed strictly as per instruction of the engineer.
4	Unless specifically mentioned otherwise in the tender document, the tenderer shall quote All inclusive rate (in Rs.) including all other costs, Labour costs, taxes, duties but excluding Service Tax, Swachh Bharat Cess , Krishi Kalyan Cess and BOCW Cess. Service Tax, Swachh Bharat Cess, Krishi Kalyan Cess and BOCW Cess shall be payable extra as applicable.
5	Subject to above quantity variation, the quantities of the various items mentioned in this schedule of items are approximate, based on very preliminary information and may vary +/- 20%. The quoted rates of each item will remain firm throughout the period of execution including extension, for reasons whatsoever.
6	Rates shall be quoted in figures and in words in clear legible writing. No overwriting is allowed. All scoring and cancellations should be countersigned and in case of illegibility the interpretation of engineer shall be final. All entries shall be in English language.
7	All works item wise shall be measured upon completion and paid for at the rates quoted and accepted as per BHEL approved payment schedule/billing break-up.
8	The tenderer shall be deemed to have visited site and made himself aware of all the site conditions, studied the specifications and details of work to be done within the time schedule attached and to have acquainted himself of the conditions prevailing at site.
9	No splitting of the job is envisaged. Decision of BHEL in this regard shall be final and binding to the bidders.
10	Bidders are not allowed to alter the Price Schedule format including item description, quantity etc. and the offer is liable for rejection if the bidders submit their prices in Price Schedules modified by them. BHEL reserves the right to reject the offers of bidders who submit offers in Price Formats which are modified/altered by them.
11	In case of Lumpsum contracts, addition or deletion of the scope beyond the variation

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	limit specified shall be derived from the quoted Lumpsum price and the tendered scope of work considering the allowable variation limit.
12	Engineer's decision shall be final and binding on the contractor regarding clarification of items in the schedule with respect to the other sections/volumes of the contract.
13	Size and weights of various items are mentioned in the attached BOQ cum rate/price schedule for reference purpose only & these shall not be taken into consideration for quoting/calculating amount in the rate schedule. These shall be utilised as per relevant sections of tender. Bidders shall quote for each item in the rate column, taking unit as mentioned in the quantity column. Rates shall be filled in both figures and words. Amount shall be calculated based upon these rates multiplied by the mentioned quantity for the respective items.
14	Bidder's GRAND TOTAL PRICE (SCH-1 MAIN ITEM) shall be considered for evaluation.
15	In case the lowest rate offered by the bidders are found to be unreasonable, BHEL reserves the right to negotiate for further price reduction and in case the same is acceptable to BHEL and in such case the negotiated rate will be considered as L1 rate for all purposes.
16	BHEL RESERVES THE RIGHT TO <u>RATIONALIZE</u> THE RATES, QUOTED BY L-1 BIDDER AGAINST ITEMWISE LOWEST RATES (AMONG THE PARTICIPATING BIDDERS), BEFORE PLACEMENT OF ORDER.
17	BHEL reserves the right to place order on any/all optional item(s) anytime within the period of contract.
18	Very Important Note: Any other document (if uploaded by bidder) in Price Bid/ Schedule apart from tendered Price Schedule (Volume-III) shall not be taken into cognizance for evaluation of offer. Any Modification in Price schedule in any way by bidder is not acceptable & shall be considered as tampering of tender document.

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SCH-1: MAIN PRICE			
SL NO	ITEM DESCRIPTION	PRICE SCHEDULE REF	GRAND TOTAL PRICE (Rs)
A (MAIN ITEM)	GRAND TOTAL PRICE (INCLUSIVE OF ALL BUT EXCLUDING SERVICE TAX, SWACHH BHARAT CESS , KRISHI KALYAN CESS AND BOCW CESS.) FOR THE ENTIRE BILL OF QUANTITIES (BOQ) I.E. SUM OF SL. NO. A1 TO SL. NO. A2 GIVEN IN SCH-2	SCH-2	
<i>Note</i>			
1	<i>Taxes & duties clause shall be as per SCC</i>		
2	<i>Bidder shall quote grand total price of SCH-1 at sl no A. All other amounts/ rates of each item of works in SCH-2 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 recknoed & will stand null & void.</i>		
3	<i>Bidder to note that grand total price at sl no A above shall be considered for evaluation & awarding. As such grand total price should be complete in all respect for the full scope defined and considering all terms and conditions.</i>		
4	<i>Bidder's quoted grand total price shall be apportioned into amount of various items of works based on allocated percentages against respective item in SCH-2. As such, bidder shall not indicate/ quote any amount/ rate in SCH-2 and any amount/ rate quoted against any item in SCH-2 shall not be taken into cognizance/ account and offer may be liable for rejection.</i>		
5	<i>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 after rounding off upto 9 decimal places. However, RA bill payment shall be done after rounding off the gross amount to two decimal places. The item rates so derived shall remain firm till execution of the work under scope of this tender.</i>		
6	<i>Bidders to note that this is an item rate contract. Payment shall be made for the actual quantities of work executed at the unit rate arrived at as per Sl No. A above.</i>		
7	<i>Any item as per scope of work, 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.</i>		

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SCH-2: WEIGHTAGE BREAK-UP OF MAIN PRICE					
<i>Item</i>	<i>DESCRIPTION OF ITEM</i>	<i>UNIT</i>	<i>Rates per month (inclusive of all but excluding Service Tax, Swachh Bharat Cess , Krishi Kalyan Cess and BOCW Cess.)</i>	<i>Rates for Twenty Four months(inclusive of all but excluding Service Tax, Swachh Bharat Cess , Krishi Kalyan Cess and BOCW Cess.)</i>	<i>WEIGHTAGE FOR TOTAL PRICE OF EACH ITEM (NEAREST TO THE 9 DECIMAL POINTS) W.R.T THE GRAND TOTAL AMOUNT</i>
			<i>Rate in Fig (Rs)</i>	<i>Rate in Fig (Rs)</i>	
<i>A1</i>	<i>Supply and Maintenance of 200 nos Decorative Potted Plants at BHEL Bhavan Premises in Kolkata”</i>	<i>Lump sum per month</i>			<i>0.358834295</i>
<i>A2</i>	<i>Maintenance of approx 1635 sft Garden (ie, 720 sft approx.at 9/1, DJ Block, Sector-II Salt Lake, Kolkata-700091 & 915 sft approx. at 107/4A Satyaendranath Majumder Sarani, Kolkata-700026)</i>	<i>Lump sum per month</i>			<i>0.641165705</i>
ALL INCLUSIVE TOTAL PRICE (INCLUSIVE OF ALL BUT EXCLUDING SERVICE TAX, SWACHH BHARAT CESS , KRISHI KALYAN CESS AND BOCW CESS.) = A1 + A2 FOR TWENTY FOUR MONTHS. THIS IS THE EVALUATION CRITERIA.					<i>1.000000000</i>

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फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : 23211496

PART-E: (UN-PRICE PRICE SCHEDULE)
“Maintenance of Landscape at BHEL Premises in Kolkata”
TENDER NO PSER:PUR:HR:161:015

SI No	PREAMBLE
1	This preamble forms part of tender document and schedule of items. The tenderer should read this preamble carefully in rates for various items. Clauses under this preamble shall be read in conjunction with other tender sections as applicable.
2	The work shall be carried out strictly as per specifications, description of the items in these schedule and / or engineer's instructions.
3	Items of work provided in this schedule but not covered in this specification shall be executed strictly as per instruction of the engineer.
4	Unless specifically mentioned otherwise in the tender document, the tenderer shall quote All inclusive rate (in Rs.) including all other costs, Labour costs, taxes, duties but excluding Service Tax, Swachh Bharat Cess , Krishi Kalyan Cess and BOCW Cess. Service Tax, Swachh Bharat Cess, Krishi Kalyan Cess and BOCW Cess shall be payable extra as applicable.
5	Subject to above quantity variation, the quantities of the various items mentioned in this schedule of items are approximate, based on very preliminary information and may vary +/- 20%. The quoted rates of each item will remain firm throughout the period of execution including extension, for reasons whatsoever.
6	Rates shall be quoted in figures and in words in clear legible writing. No overwriting is allowed. All scoring and cancellations should be countersigned and in case of illegibility the interpretation of engineer shall be final. All entries shall be in English language.
7	All works item wise shall be measured upon completion and paid for at the rates quoted and accepted as per BHEL approved payment schedule/billing break-up.
8	The tenderer shall be deemed to have visited site and made himself aware of all the site conditions, studied the specifications and details of work to be done within the time schedule attached and to have acquainted himself of the conditions prevailing at site.
9	No splitting of the job is envisaged. Decision of BHEL in this regard shall be final and binding to the bidders.
10	Bidders are not allowed to alter the Price Schedule format including item description, quantity etc. and the offer is liable for rejection if the bidders submit their prices in Price Schedules modified by them. BHEL reserves the right to reject the offers of bidders who submit offers in Price Formats which are modified/ altered by them.
11	In case of Lumpsum contracts, addition or deletion of the scope beyond the variation limit specified shall be derived from the quoted Lumpsum price and the tendered

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	scope of work considering the allowable variation limit.
12	Engineer's decision shall be final and binding on the contractor regarding clarification of items in the schedule with respect to the other sections/volumes of the contract.
13	Size and weights of various items are mentioned in the attached BOQ cum rate/price schedule for reference purpose only & these shall not be taken into consideration for quoting/calculating amount in the rate schedule. These shall be utilised as per relevant sections of tender. Bidders shall quote for each item in the rate column, taking unit as mentioned in the quantity column. Rates shall be filled in both figures and words. Amount shall be calculated based upon these rates multiplied by the mentioned quantity for the respective items.
14	Bidder's GRAND TOTAL PRICE (SCH-1 MAIN ITEM) shall be considered for evaluation.
15	In case the lowest rate offered by the bidders are found to be unreasonable, BHEL reserves the right to negotiate for further price reduction and in case the same is acceptable to BHEL and in such case the negotiated rate will be considered as L1 rate for all purposes.
16	BHEL RESERVES THE RIGHT TO <u>RATIONALIZE</u> THE RATES, QUOTED BY L-1 BIDDER AGAINST ITEMWISE LOWEST RATES (AMONG THE PARTICIPATING BIDDERS), BEFORE PLACEMENT OF ORDER.
17	BHEL reserves the right to place order on any/all optional item(s) anytime within the period of contract.
18	Very Important Note: Any other document (if uploaded by bidder) in Price Bid/ Schedule apart from tendered Price Schedule (Volume-III) shall not be taken into cognizance for evaluation of offer. Any Modification in Price schedule in any way by bidder is not acceptable & shall be considered as tampering of tender document.
19	BIDDER TO MENTION "QUOTED" OR "NOT-QUOTED" IN THE PRICE/RATE COLUMN FROM THE DROP DOWN MENU.

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SCH-1: MAIN PRICE			
SL NO	ITEM DESCRIPTION	PRICE SCHEDULE REF	GRAND TOTAL PRICE (Rs)
A (MAIN ITEM)	GRAND TOTAL PRICE (INCLUSIVE OF ALL BUT EXCLUDING SERVICE TAX, SWACHH BHARAT CESS , KRISHI KALYAN CESS AND BOCW CESS.) FOR THE ENTIRE BILL OF QUANTITIES (BOQ) I.E. SUM OF SL. NO. A1 TO SL. NO. A2 GIVEN IN SCH-2	SCH-2	
<i>Note</i>			
1	<i>Taxes & duties clause shall be as per SCC</i>		
2	<i>Bidder shall quote grand total price of SCH-1 at sl no A. All other amounts/ rates of each item of works in SCH-2 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.</i>		
3	<i>Bidder to note that grand total price at sl no A above shall be considered for evaluation & awarding. As such grand total price should be complete in all respect for the full scope defined and considering all terms and conditions.</i>		
4	<i>Bidder's quoted grand total price shall be apportioned into amount of various items of works based on allocated percentages against respective item in SCH-2. As such, bidder shall not indicate/ quote any amount/ rate in SCH-2 and any amount/ rate quoted against any item in SCH-2 shall not be taken into cognizance/ account and offer may be liable for rejection.</i>		
5	<i>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 after rounding off upto 9 decimal places. However, RA bill payment shall be done after rounding off the gross amount to two decimal places. The item rates so derived shall remain firm till execution of the work under scope of this tender.</i>		
6	<i>Bidders to note that this is an item rate contract. Payment shall be made for the actual quantities of work executed at the unit rate arrived at as per Sl No. A above.</i>		
7	<i>Any item as per scope of work, 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.</i>		

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SCH-2: WEIGHTAGE BREAK-UP OF MAIN PRICE					
<i>Item</i>	<i>DESCRIPTION OF ITEM</i>	<i>UNIT</i>	<i>Rates per month (inclusive of all but excluding Service Tax, Swachh Bharat Cess , Krishi Kalyan Cess and BOCW Cess.)</i>	<i>Rates for Twenty Four months(inclusive of all but excluding Service Tax, Swachh Bharat Cess , Krishi Kalyan Cess and BOCW Cess.)</i>	<i>WEIGHTAGE FOR TOTAL PRICE OF EACH ITEM (NEAREST TO THE 9 DECIMAL POINTS) W.R.T THE GRAND TOTAL AMOUNT</i>
			<i>Rate in Fig (Rs)</i>	<i>Rate in Fig (Rs)</i>	
<i>A1</i>	<i>Supply and Maintenance of 200 nos Decorative Potted Plants at BHEL Bhavan Premises in Kolkata”</i>	<i>Lump sum per month</i>			<i>0.358834295</i>
<i>A2</i>	<i>Maintenance of approx 1635 sft Garden (ie, 720 sft approx.at 9/1, DJ Block, Sector-II Salt Lake, Kolkata-700091 & 915 sft approx. at 107/4A Satyaendranath Majumder Sarani, Kolkata-700026)</i>	<i>Lump sum per month</i>			<i>0.641165705</i>
ALL INCLUSIVE TOTAL PRICE (INCLUSIVE OF ALL BUT EXCLUDING SERVICE TAX, SWACHH BHARAT CESS , KRISHI KALYAN CESS AND BOCW CESS.) = A1 + A2 FOR TWENTY FOUR MONTHS. THIS IS THE EVALUATION CRITERIA.					1.000000000

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PART-H
FORMS AND PROCEDURES

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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

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F-01**PROFORMA OF BANK GUARANTEE (in lieu of SECURITY DEPOSIT)**

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

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

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

The payment so made by us under this guarantee shall be a valid discharge of our liability for payment hereunder and the Contractor(s) shall have no claim against us for making such payment.

We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claim satisfied or discharged or till _____⁵ or till the office/Department/Division of Bharat Heavy Electricals Limited certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) and also including the satisfactory performance of the equipment during guarantee period and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____⁶, (3 months more than the present date of validity of Bank Guarantee) we shall be discharged from all the liability under this guarantee thereafter.

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

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

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

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....⁷
- b) This Guarantee shall be valid up to⁸
- c) Unless the Bank is served a written claim or demand on or before _____⁹ (3 months more than the present date of validity of Bank Guarantee) all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities

under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

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

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

Date _____ Day of _____

for _____ (indicate the name of the Bank) _____

(Signature of Authorised signatory)

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

² DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

³ PROJECT/SUPPLY DETAILS

⁴ BG AMOUNT IN FIGURES AND WORDS

⁵ VALIDITY DATE

⁶ DATE OF EXPIRY OF CLAIM PERIOD

⁷ BG AMOUNT IN FIGURES AND WORDS.

⁸ VALIDITY DATE

⁹ DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. Units are advised that expiry of claim period may be kept 2/3 months after validity date.
2. In Case of Bank Guarantees submitted by Foreign Vendors-

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

LIST OF CONSORTIUM BANKS FOR BANK GUARANTEE

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

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F-02

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-03

Vendor Details

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

SIGNATURE OF THE BIDDER WITH SEAL AND DATE

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F-04
FORMAT FOR DETAILS OF BIDDER

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

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