



Bharat Heavy Electricals Limited

(A Govt. Of India Undertaking)

Power Sector, Eastern Region

BHEL BHAWAN, PLOT NO. DJ-9/1 , SECOTR II , SALT LAKE CITY , KOLKATA
WEST BENGAL, INDIA

Phone : 033-2339 8225 FAX : 033-2321 1960

Tender No: PSER: PUR: HR: 153(II):112

DATE: 03/02/2016

NOTICE INVITING TENDER

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

Sealed offers are invited from **reputed and experienced bidders (meeting PRE-QUALIFYING CRITERIA)** for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document detailed below. Following points relevant to the tender may please be noted and complied with:

SL NO	ISSUE	DESCRIPTION
i	TENDER NUMBER	PSER: PUR: HR: 153(II):112 DATE: 03/02/2016
ii	BROAD SCOPE OF JOB	“SUPPLY AND INSTALLATION OF SIX (06) NOS. OF BIO TOILET WITH SHELTER, BIO DIGESTER TANK ETC at BHEL: PSER’S N.T.P.S NAMRUP SITE (ASSAM)” .Details as per PART-C of tender.
iii	DETAILS OF TENDER DOCUMENT	
a	<i>PART- B</i>	<i>GENERAL CONDITIONS OF CONTRACT (GCC)</i> <i>Applicable.</i>
b	<i>PART- C</i>	<i>TECHNICAL SPECIFICATIONS AND SPECIAL CONDITIONS OF CONTRACT (SCC)</i> <i>Applicable.</i>
c	<i>PART- E</i>	<i>PRICE SCHEDULE (ABSOLUTE VALUE).</i> <i>Applicable.</i>
d	<i>PART- H</i>	<i>FORMS AND PROCEDURES ETC.</i> <i>Applicable.</i>
iv	<i>Issue of Tender Documents</i>	<i>From BHEL website (www.bhel.com & www.jantermanter.com).Tender documents can be downloaded from website till due date of submission. Start date 03/02/2016.</i> <i>Applicable</i>
v	<i>DUE DATE & TIME OF OFFER SUBMISSION</i>	<i>Date: 24/02/2016, Time: 15-00 Hrs.</i> <i>Place : BHEL- Kolkata</i> <i>Applicable</i>
vi	OPENING OF TENDER	Techno-commercial offer will be opened on same day 24/02/2016 at 16.00 Hours, for which bidder may depute representative. Bidders are requested to visit website for viewing Tender Change Notice (TCN) / Corrigendum etc. informing any change before submitting the tender. Bidder may depute representative to witness the opening of tender. <i>Applicable</i>
vii	EMD AMOUNT	<i>Rs.10,000(Rupees Ten Thousand Only/-)</i> <i>Applicable</i>

1. Earnest Monet Deposit (EMD) of **Rs.10,000 (Rupees Ten Thousand Only)** in the form of crossed Demand Draft / Pay Order (in favour of Bharat Heavy Electricals Limited, payable at Kolkata), shall be enclosed by the bidder along with the offer, failing which the tender is liable for rejection.

One time EMD for Rs. 2,00,000.00 (Rupees Two Lakh only) will also be valid for all such jobs. Bidders who have deposited one time EMD of Rs. 2.00 lakh with BHEL:PSER for such job (evidence of deposit must be submitted) will be exempted from submission of EMD with

this tender. The followings may be noted: In case the bidder deposits separate EMD as mentioned above: There will be no change in existing clauses of this tender. EMD by the Tenderer will be forfeited as per Tender Documents if, the successful bidder/vendor refuses to honour the Order after award of the same on him and/or withdraws his bid and /or unilaterally changes the offer and/or any of its terms & conditions within the validity period. EMD given by all unsuccessful Tenderers shall be refunded on acceptance of award / LOI/PO by successful Tenderer. The EMD of successful bidder shall be returned after successful execution of the job or submission of Security deposit (if applicable). In case of bidders having one time EMD; one time EMD cannot be used for SD purpose. Bank Guarantee shall not be acceptable towards EMD.

2. Complete set of offer shall be sent to BHEL, PSER, Kolkata as per address given below as per following details. In case of voluminous document the tender may be submitted in properly bounded form. The offers shall be sent in sealed envelopes in the manner prescribed below :

Sl no	Description	No of copy
I. COVER-I (TECHNO-COMMERCIAL BID) – in sealed envelope		
I.a	Offer forwarding/covering letter.	Original & 1 copy.
I.b	Duly filled-in 'No deviation certificate' as per prescribed format, signed and stamped on all pages to be placed after document under sl no I.a above. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be placed after document under sl. no. I.a above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained.	Original & 1 copy.
I.c	Techno-commercial offer enclosing supporting documents meeting Pre Qualifying Criteria / annexure / schedules/ drawing /BOM etc. as required in line with prescribed format. It shall be specifically noted that all documents as per above shall be indexed properly signed and stamped on all pages..	Original & 1 copy.
I.d	All parts of tender document pertinent for the subject job including NIT together with subsequent changes in the tender in the form of TCN, correspondences etc., signed and stamped on all pages.	1 copy.
I.e	PART- E(ii) (Un-priced Price Schedule)– un-priced but mentioning only ' quoted/unquoted ' against each item of schedule, signed and stamped on all pages..	1 copy.
I.f	Any other details preferred by bidder with proper indexing.	Original & 1 copy.
II. COVER-II (PRICE BID/ABSOLUTE VALUE)		
II.a	Copy of offer forwarding/ covering letter (as referred in I.a).	1 copy.
II.b	Duly filled-in PART- E (i) (Price Schedule) together with signed preamble in separate sealed envelope.	Original.
III. COVER-III (EMD).		
III.a	Demand Draft etc. towards EMD as per instruction.	-
IV. COVER-IV.		
IV.a	All three aforesaid covers in sealed condition shall be enclosed in this cover. This cover shall be super-scribed with (i) Cover no; (ii) Details of enclosed covers and (ii) Name of the job, tender document no. & due date of submission. ALONG WITH NAME & COMPLETE ADDRESS (FAX NO. CONTACT NOS) OF BIDDER.	-

SPECIAL NOTE:

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

- B) All documents / annexure submitted with the offer shall be properly annexed and placed in respective places of the offer as per enclosure list mentioned in the covering letter. BHEL shall not be responsible for any missing documents.**
1. 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.
 2. BHEL reserves the right to accept or reject any or all offer without assigning any reasons thereof. BHEL also reserve the right to cancel the offer wholly or partly without assigning any reason thereof. BHEL also reserve the right to split the job.
 3. You are free to visit the site and study the prevailing site condition including law & order etc. before quoting (if applicable).
 4. For any clarification on the tender document, you may seek the same in writing from the office of the undersigned. Such letters should reach the office of the under signed **positively by 20/02/2016.**
 5. BHEL may decide holding pre-bid conference (PBC) with any/ all the intending bidders. On such communication from BHEL, the bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL.
 6. In the event of any conflict between requirement of any clause of this specification / documents / drawings / data sheets etc. or requirements of different codes / standards, specified, the same to be brought to the knowledge of BHEL by you in writing for such clarifications before you submit your bid; otherwise, more stringent requirements as may be interpreted by BHEL shall prevail and shall be binding on you.
 7. 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.
 8. While BHEL reserves the right to open the price bid of the offers in camera. The date & time to open the tender opening shall be intimated to the bidders in case BHEL decides it to be 'Public opening' and in such a case, one authorized representative of the bidder shall be allowed to attend.
- 9. Taxes and duties shall be as per details given in PART-C.**
10. 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.
 11. Bidders are required to submit best price bid in a separate sealed cover (COVER-II) along with techno-commercial bid (COVER-I) as indicated above.
 12. BHEL reserves the right to go for REVERSE AUCTIONING (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance 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.
 13. In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'online sealed bid' in the Reverse Auction. Non-submission of 'online sealed bid' by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue. Information and General Terms and

conditions of Reverse Auction is attached in Annexure-IV.

14. 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.
15. However, if reverse auction process is unsuccessful as defined in the RA rules/procedures, or for whatsoever reason, then the sealed 'PRICE BIDs' will be opened for deciding the successful bidder. BHEL's decision in this regard will be final and binding on bidder.
16. Bidders are requested to note that the accepted / agreed tender terms (technical, commercial or on Reverse Auction) in their original offer cannot be altered / withdrawn by their own during the processing of tender.
17. **"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".**
18. **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.**
19. The bidder shall submit documents in support of possession of 'Pre-Qualifying Requirements" duly self-certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately (if applicable).
20. The bidder may have to produce original document for verification if so decided by BHEL.
21. 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.
22. "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) 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.

23. 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:

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

for BHARAT HEAVY ELECTRICALS LTD

Sr. Engineer/ (PUR)

Agency	Contact details	
BHEL, PSER, Kolkata	Address	DJ-9/1, Sector – II, Salt Lake, Kolkata – 700 091
	Phone no	033- 2339 8225 (D). EPABX – 23398000, Extension – 8225/8222/8205
	FAX no	033-23211960
	E-mail	malini@bhelpser.co.in

Enclosures:

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

ANNEXURE-I: PRE-QUALIFICATION CRITERIA

JOB	“SUPPLY AND INSTALLATION OF SIX (06) NOS. OF BIO TOILET WITH SHELTER, BIO DIGESTER TANK ETC at BHEL: PSER’S N.T.P.S NAMRUP SITE (ASSAM)”.Details as per PART-C of tender.	
TENDER NO	PSER: PUR: HR: 153(II):112	DATE: 03/02/2016

1. BIDDERS SHOULD HAVE AVERAGE ANNUAL TURNOVER OF **MINIMUM RS. 1.02 LAKH (RUPEES ONE LAKH TWO THOUSAND ONLY)** CONSIDERING LAST THREE FINANCIAL YEARS, ENDING ON 31-03-2015 AND MUST HAVE EARNED PROFIT IN ANY ONE OF LAST 3 (THREE) FINANCIAL YEARS, ENDING ON 31-03-2015 & SHOULD HAVE POSITIVE NET WORTH AS ON 31-03-2015.

AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT OF THE COMPANY NEED TO BE SUBMITTED FOR LAST 3 (THREE) FINANCIAL YEARS ENDING ON 31-03-2015 IN SUPPORT OF THIS REQUIREMENT.

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.

IN CASE AUDITED FINANCIAL STATEMENTS HAVE NOT BEEN SUBMITTED FOR ALL THE THREE YEARS AS INDICATED AGAINST ABOVE, THEN THE APPLICABLE AUDITED STATEMENTS SUBMITTED BY THE BIDDERS AGAINST THE REQUISITE THREE YEARS, WILL BE AVERAGED FOR THREE YEARS.

2. BIDDER SHOULD HAVE **SUPPLIED & INSTALLED ATLEAST ONE (01) NO. OF BIO DIGESTIVE TOILET** IN GOVT/PSU/REPUTED ORGANIZATION IN LAST THREE YEARS ENDING ON LATEST DUE DATE OF OFFER SUBMISSION. RELEVANT DOCUMENTS SHALL BE SUBMITTED ALONG WITH TECHNO-COMMERICAL BID.
3. BIDDER SHOULD HAVE VALID PAN (PERMANENT ACCOUNT NUMBER).
4. A) BIDDER MUST HAVE VALID TIN/VAT/CST REGISTRATION.
B) SERVICE TAX REGISTRATION FOR THOSE BIDDERS WHO HAVE GROSS TAXABLE TURNOVER MORE THAN RS 10 LAKH.

NOTE:

THE BIDDER WHO MEETS THE ABOVE PRE-QUALIFICATION CRITERIA CAN ONLY PARTICIPATE IN THE SUBJECT TENDER.

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

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

Sub	No Deviation Certificate.		
Job	“SUPPLY AND INSTALLATION OF SIX (06) NOS. OF BIO TOILET WITH SHELTER, BIO DIGESTER TANK ETC at BHEL: PSER'S N.T.P.S NAMRUP SITE (ASSAM)”.Details as per PART-C of tender.		
Ref	1.0	PSER: PUR: HR: 153(II):112	DATE: 03/02/2016
	2.0	Other references (if any).	

Dear Sir,

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

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

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

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

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

Thanking you,

Yours faithfully,

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

ANNEXURE-III
FORMAT FOR SEEKING CLARIFICATION

JOB		“SUPPLY AND INSTALLATION OF SIX (06) NOS. OF BIO TOILET WITH SHELTER, BIO DIGESTER TANK ETC at BHEL: PSER’S N.T.P.S NAMRUP SITE (ASSAM)” .Details as per PART-C of tender.		
TENDER NO		PSER: PUR: HR: 153(II):112 DATE: 03/02/2016		
Sl. no	Reference clause of tender document	Existing provision	Bidder's query	BHEL’s clarification

ANNEXURE-IV
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 Compliance form **(annexure IV 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, (Annexure VII) 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.

ANNEXURE-V

1	Suspension of business dealing with Suppliers Depending upon the gravity of the omission or commission by the Supplier, the Supplier may be either put on hold for future enquiries for specific material category/ item or delisted or banned as detailed hereinafter.
2.0	Hold A Supplier may be put on hold for future enquiries for specific material category/ items/ works for a specific unit on the basis of one or more of the following reasons:
2.1	Before placement of order, Supplier does not honour his own offer or any of its conditions within the validity period.
2.2	In the last three consecutive supplies of a specific material category, average quality rating as at the end of the previous calendar month falls below 80% of the quality weightage. This is irrespective of supplies against PO(s) having single/ multiple delivery schedules.
2.3	Two consecutive delays, for reasons of delay attributed to the Supplier, in execution of the contracts where delay occurred is such that a) prescribed maximum LD time limits of the contracts is reached/ exceeded or b) delay period has equaled/ exceeded the original delivery period specified in the contracts whichever among the above is earlier.
2.4	Supplier performance rating in line with SEARP falls below 60% of the specific material category.
2.5	Supplier fails to respond against three consecutive tenders. ('Regret letter' from the Supplier is to be considered as response)
2.6	Supplier fails to settle any outstanding on account of material (including short return)/ scrap or on any other account.
2.7	Supplier works are under strike/ lockout for a period of more than six months.
3.0	De-listing A Supplier may be de-listed i.e. removed from the list of registered Suppliers of a Unit for all categories of material on the basis of one or more of the following reasons:
3.1	Supplier in any way tampers with tendering procedure affecting ordering process.
3.2	Supplier has misused BHEL documents/ drawings or has breached the confidentiality agreement with BHEL.
3.3	After placement of order, Supplier fails to execute the contract.
4.0	Banning A Supplier can be banned from doing any business with all Units of BHEL on the basis of receipt of evidence of one or more of the following reasons:
4.1	Supplier is found to be responsible for submitting fake/ false/ forged documents, certificates, or information or has resorted to unethical, illegal means in getting the contract.
4.2	In spite of warnings, the Supplier persistently violates or circumvents the provisions of labour laws/ regulations/ rules and other statutory requirements.
4.3	Supplier is found to be involved in cartel formation or in any act so as to influence the bidding process or influence the price.
4.4	The Supplier has indulged in malpractices or misconduct such as bribery, corruption and fraud, pilferage etc.
4.5	The Supplier is found guilty by any court of law for criminal activity/ offences involving moral turpitude in relation to business dealings.
4.6	The Supplier is declared bankrupt, insolvent, has wound up or been dissolved; i.e. ceases to exist for all practical purposes.
4.7	Supplier is found to have obtained any internal information/ documentation of BHEL by unauthorized means.
4.8	A decision has been taken by the administrative ministry of the Government to ban business dealings with a Supplier and such decision has been communicated to BHEL.
4.9	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.
4.10	Supplier has substituted, damaged, failed to return, or unauthorizedly disposed off free issue materials/ tools etc. of BHEL.
5.0	Contracts already entered with a contractor before the date of issue of order of 'HOLD' or 'DE-LISTING' shall not be affected.
6.0	All existing contracts with a 'BANNED' contractor shall normally be short closed
7.0	Once the order for banning is passed, existing offers/ new offers of the Supplier shall not be entertained.
8.0	The above guidelines are not exhaustive but enunciate broad principles governing action against contractors

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.1722(E) dated October 5, 2006 :

Rs..... Lacs

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

Rs..... Lacs

(Strike off whichever is not applicable)

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

Or

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

Date:

(Signature)

Name-

Membership number -

Seal of Chartered Accountant

DECLARATION FOR RELATION IN BHEL

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

To,

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

Dear Sir,

Sub: **Declaration for relation in BHEL**

Ref : 1) NIT/Tender Specification No:

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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PART – B: GENERAL CONDITIONS OF CONTRACT (GCC)

SL. NO.	BHEL STANDARD TERMS	Supplier confirmation
01	<p>Our requirement is for use used at:</p> <p>BHEL PSER's N.T.P.S NAMRUP SITE FOR POWER SECTOR.</p> <p>Offers are invited to submit in three-parts.</p> <p>Part-I : TECHNICAL-CUM-COMMERCIAL AND UN PRICED BID : Consisting of complete technical details, catalogues, drawings and all commercial terms. (Money values shall not be indicated i.e; un price bid).</p> <p>Following formats are to be filled and submitted in a single cover super scribing as Technical - cum - Commercial and Un Priced Bid, Tender Enquiry No. and Due Date. :--</p> <p>(i) EMD, if any, as per tender. Please arrange to submit EMD in a separate sealed envelope inside the envelope containing techno-commercial bid i.e PART-I of tender.</p> <p>(ii) Technical Specification details confirming to Technical specification and Special Conditions of Contract(PART C OF TENDER) & Catalogues to be enclosed (if any)</p> <p>(iii) BHEL Standard Terms & Conditions(PART-B)</p> <p>(iv) Un Price Bid (PART E(ii))</p> <p>(v) Confirmation of pre-qualification criteria and relevant documents in support of the same.</p> <p>All documents to be downloaded from our BHEL Web Site i.e. www.bhel.com or www.jantermanter.com).</p> <p>PART- II : PRE-Q : All PRE-Q documents to be submitted .</p> <p>Part-III : PRICE BID Price to be quoted in the format enclosed. (Any preconditions for price will not be accepted and the tender will be rejected).</p> <p>Techno-commercial & Pre- Q bids shall be opened first & afterwards price bid shall be opened for qualified bidder, who have qualified in Techno-commercial & pre-q bid . <u>If the vendor submits offer i.e. Technical & Price bid together, the offer shall be liable for rejection.</u></p> <p><u>Note : In order to maintain sanctity of the tender system, it is advised that one Agent cannot represent two suppliers or quote on their behalf in a particular tender</u></p> <p><u>In the tender, either one agent on behalf of the principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for same item/product.</u></p>	
02	<p>If any vendor sought to quote through their agents "They have to inform to BHEL in advance, before opening date. Other wise the offer will be treated as Unsolicited Offer and same will not be opened".</p>	
03	<p>BHEL keeps its right to reject / load any offer which is having deviations to BHEL Specifications, Standard Terms & Conditions. All the bidders shall submit their offers only by filling the original BHEL tender documents. No other offer will be entertained. In case of Technical-Cum-Commercial bid, copy of the price bid has to be used to indicate commercial terms without price.</p>	
04	<p>The equipment offered shall be strictly conforming to the specification and for complete unit.</p>	
05	<p>No offer for individual accessories or part machinery will be accepted.</p>	

SL. NO.	BHEL STANDARD TERMS	Supplier confirmation
06	<p><u>TERMS OF PAYMENT:</u> AS PER AS PER PART-C (TECHNICAL SPECIFICATIONS AND SPECIAL CONDITIONS OF CONTRACT).</p> <p>No advance shall be paid. Paying Authority: HEAD/FINANCE, BHEL-PSER, KOLKATA.</p> <p>Payment shall be paid through e-payment mode. Successful bidder shall have to submit the requisite details in RTGS format.</p>	
07	<p><u>WARRANTY/GUARANTEE</u> : AS PER PART-C(TECHNICAL SPECIFICATIONS AND SPECIAL CONDITIONS OF CONTRACT).</p>	
08	<p><u>DELIVERY</u> : AS PER PART-C (TECHNICAL SPECIFICATIONS AND SPECIAL CONDITIONS OF CONTRACT). <u>Offer with delivery period beyond tendered delivery schedule (AS PER PART-C i.e (TECHNICAL SPECIFICATIONS AND SPECIAL CONDITIONS OF CONTRACT) shall be liable for rejection.</u></p> <p>However, in case due to any reasons if the same is accepted by BHEL, the same shall be loaded for the delayed delivery period (in this case delivery period as per Part-C of tender & percentage of loading shall be as per clause no 12 of GCC (LD clause)).</p>	
09	<p><u>CENVATABLE ED</u> Bidder to consider the benefit on CENVAT in their quoted basic price. BHEL is eligible to take CENVAT Credit as per CENVAT Credit Rule. Bidders eligible to issue Excise Invoice to BHEL for any materials either as manufacturers, first stage or second stage dealer under the Central Excise Act, Rules etc. must furnish the CENVATABLE ED amount as mentioned in price schedule.</p>	
10	<p><u>DISCOUNTS</u> Discounts offered by the vendor in price shall not be entertained by BHEL. The vendor should factor in his discount in the price offer only. In spite of the same, if a discount is offered by the bidder, the same shall not be considered for evaluation of the offer, but purchase order shall be issued on bidder's final discounted price.</p>	
11	<p><u>TERMINATION CLAUSES:</u> BHEL has a right to cancel the order for delay in supply beyond penalty period without any monetary or legal obligations. Obtaining the Export / Import License, if any required is the responsibility of the supplier. In case of delay in supplying the equipment in time, due to this reason, BHEL has a right to cancel the order without any monetary / legal obligation. To this extent supplier has to give the confirmation.</p>	
12	<p><u>LIQUIDATED DAMAGE (LD) :</u> Subject to force majeure, If vendor fails to complete the job as per aforesaid completion/delivery period, BHEL shall have the right to recover as liquidated damages (LD) a sum equivalent to 0.5 % of the order value for delay of each week or part thereof. The liability for delay shall not in any case exceed 10 % (ten percent) of the order value. For this purpose, the period of delay shall be the delay attributable to vendor for completion of job as per contract.</p>	

SL. NO.	BHEL STANDARD TERMS	Supplier confirmation
13	<p><u>SECURITY DEPOSIT (SD) BANK GUARANTEE:</u> N.A</p> <p><u>PERFORMANCE BANK GUARANTEE (PBG):</u> The successful tenderer should furnish a performance bank guarantee for an amount of 5% of the order value (along with supply), in the prescribed format, valid till completion of the guarantee/Warranty period. PBG will be kept valid for entire Guarantee/Warranty period plus Three months.</p> <p>"The original bank guarantee shall be sent directly by bank to BHEL under Registered Post (A.D.). SDBG (if applicable) may be converted into PBG.</p>	
14	The sealed tenders superscribing tender number and due date should be addressed to Dy. General Manager / PUR, Bharat Heavy Electricals Limited, PSER, DJ-9/1, SALT LAKE. SECTOR-II, KOLKATA - 700 091, India.	
15	<p><u>INSPECTION</u>: Details shall be as per AS PER PART-C (TECHNICAL SPECIFICATIONS AND SPECIAL CONDITIONS OF CONTRACT).</p> <p>BHEL will have the option to inspect with conducting of Load/Overload Test etc. the equipment at supplier's works before delivery. The final inspection / performance checking will however be carried out at our site Bidder must submit quality plan within one month from the date of PO, to BHEL for its approval.</p>	
16	The manufacturing progress will have to be furnished to us periodically in the form and manner required by us.	
17	Supplier must submit with their offer list of customers (with their full address and their purchase reference number) to whom they have supplied similar machine in the past five years. The year of supply should also be indicated.	
18	The quotation should be valid at least for a period of 90 days from the tender due date of submission (extended, if any). Price Variation Clause will not be entertained	
19	<p><u>FORCE MAJEURE</u> :</p> <p>The vendor shall be subject to force majeure clause defined as under :</p> <p>This force majeure is herein defined as any cause which is beyond the control of the tenderer which they would not have foreseen or with a reasonable amount of diligence could not have foreseen and which subsequently affect the performance of the contract such as SRCC (strike riot and civil commotion), earthquake, flood, acts of god, acts of any government, domestic or foreign including but not limited to war.The tenderer shall not be liable for delay in performing his obligation resulting from any force majeure clause as referred to and/or defined above. The date of completion will be subject to hereinafter provided be extended by a reasonable time even though such cause may occur after tenderer's performance of his obligation has been delayed for other causes.</p>	
20	<p><u>ARBITRATION</u> :</p> <p>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.</p>	

SL. NO.	BHEL STANDARD TERMS	Supplier confirmation
21	<u>JURISDICTION :</u> All disputes or differences arising under out of or in connection with the purchase order shall be subject to the exclusive jurisdiction of court at Kolkata.	
22	<u>RISK PURCHASE :</u> Alternatively, the purchaser at his option, will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitute therefore. The seller shall be liable for any loss which the purchaser may sustain by reason of such risk purchase in addition of LD at the rate mentioned in LD clause.	
23	<u>CONSIGNEE DETAILS OF THE EQUIPMENT :--</u> As per PART-C of tender. All documents / correspondences must bear the Tender no. / Purchase Order No. & Date.	
24	<u>LOADING:</u>	
(i)	<u>Bank Guarantee</u> : Non submission of 10% BG will attract 10% loading on the offers.	
(ii)	<u>Penalty Clause</u> : 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.	
25	<u>Note</u> : The offers not complying the above Terms & Conditions will not be accepted.	

Note:

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

SIGNATURE OF THE BIDDER WITH SEAL AND DATE

PART-C

TECHNICAL SPECIFICATIONS AND SPECIAL CONDITIONS OF CONTRACT

**SUPPLY AND INSTALLATION OF BIO TOILET, WITH SHELTER, BIO DIGESTER TANK
ETC AT BHEL:PSER'S N.T.P.S NAMRUP SITE , DIBRUGARH, ASSAM**



**BHARAT HEAVY ELECTRICALS LIMITED
(A Govt. of India Undertaking)
POWER SECTOR – EASTERN REGION
PLOT – DJ 9/1, SECTOR II, SALT LAKE
KOLKATA – 700 091**

1. PROJECT/SITE INFORMATION

BHEL SITE OFFICE,
NBPL SITE OFFICE, NAMRUP THERMAL POWER STATION (NTPS)
NAMRUP, P.O:-N.T.P.S.,
DISTT. DIBRUGARH, ASSAM - 786622
APPROXIMATE DISTANCE FROM KOLKATA IS 1420 KM VIA NH 37.

2. SCOPE OF WORK:

- a) Supply and installation of **06 nos.** bio toilet with shelter, bio digester tank and bacteria etc. **Job completion certificate shall be issued by concerned site personnel of BHEL-PSER.**
- b) One 5 W LED bulb installed inside for night uses with required off- grid solar panel
- c) Complete installation with ready to use facility.
- d) Including all necessary civil, plumbing and electrical work
- e) Necessary Awareness training of operation and troubleshooting to be provided
- f) Arrangement of all required documents like way bill, insurance paper for transportation of goods.

3. GENERAL TECHNICAL REQUIREMENT:

- a) Supply and installation of portable bio digestive toilet with Indian type toilet pan for 30 users / day
- b) Complete installation with ready to use facility with smooth access and preparation of base (if required)
- c) Toilet should be covered from all the four sides with proper roof, arrangement of natural ventilation and door with both sides locking arrangement.
- d) One PTMT bibcock fixed inside the toilet ready for connection with outside source.
- e) One 5 W LED bulb installed inside for night uses with required off grid solar panel and necessary electrical work all complete.
- f) Connection of waste water line to the nearest drain.
- g) Minimum bio digester tank capacity 300 litres.
- h) Guarantee/Warranty period shall be considered as **TWENTY FOUR (24) MONTHS** from the date of completion of work as certified by BHEL PSER representative. Bidder is liable for smooth operation & troubleshooting of the bio toilet till successful completion of Guarantee/Warranty Period.
- i) Necessary one time awareness training and bi-lingual written instruction with do's and don's to be displayed inside and outside the toilet.

4. TECHNICAL INSTRUCTIONS:

- The successful tenderer, on receipt of letter of intent from BHEL shall prepare a detailed work programme including items of work within the overall time period allowed and shall submit the same to the Engineer for approval.
- The work has to be carried out according to priority as may be fixed up by site Engineer of BHEL at site.
- The materials and workmanship must be of good quality and accepted standards and specifications.
- All material for constructions are required to be procured by the contractor and should conform to relevant IS specifications.

- The site Engineer reserves the right to reject any material not up to the specification as detailed herein.
- After completion of work, the areas around them should be cleared of all rubbish, debris etc. and handed over in fit condition for occupation.
- Unless otherwise specified, rates quoted under the contract shall apply for works irrespective of lifts and leads. Rates shall also include providing scaffolding and its subsequent removal.
- All works shall be carried out strictly in accordance with technical specification unless otherwise approved by Engineer in writing. Where not specified in the technical specifications, the relevant latest Indian standard codes shall be followed.

5. DAMAGE TO OTHER STRUCTURE AND PLANT:

The contractor shall be totally held responsible for any loss or damages, caused by any act of the contractor labour or his sub-contractor's labour including but not limited to covered / open blasting any structures and plants that may be under construction / erection by any other agency at this site during this entire period covered by this contract along with extension, if any.

6. COMMENCEMENT OF WORK & COMPLETION SCHEDULE:

The contractor shall commence the work within **5 (five) days** from the date of receipt of PO from BHEL and shall proceed with the same with due expedition without any delay. The contractor shall finish the complete work within **20 (twenty days)** days from the PO date.

7. TERMS OF PAYMENT:

- **95% of Order Value** shall be payable after completion of total work, duly certified by BHEL PSER representative within 30 days of submission of original along with the triplicate copy of invoice, Installation report certified by BHEL PSER site, Warranty Certificate etc.
- Balance 5% shall be payable after successful completion of Guarantee Period or against submission of 5% PBG as per tender valid till entire Guarantee/Warranty period plus Three months.
- No advance shall be paid.
- Paying Authority: HEAD/FINANCE, BHEL-PSER, KOLKATA.
- Payment shall be paid through e-payment mode. Successful bidder shall have to submit the requisite details in RTGS format.

8. INTEREST BEARING RECOVERABLE ADVANCE/ MOBILISATION ADVANCE

Not applicable for this tender.

9. OVER RUN CHARGES

Not Applicable in this tender.

10. REVISION ON ACCEPTED CONTRACT RATE

Not applicable in this tender.

11. PRICE VARIATION CLAUSE/ ESCALATION

Not applicable in this tender.

12. LIQUIDATED DAMAGE

As per GCC.

13. PAYING AUTHORITY:

As per Sl.No.7 of PART-C.

14. VENDORS ACCOUNTABILITY:

- To remove all garbage/ Rubbish from working area and shift the same outside office premises as per direction after completion of the day's work, hand over the site in clean, complete condition to the satisfaction of BHEL supervisor/representative.
- All materials, consumables, tools and plants to be used for the job shall have to be arranged by vendor.
- Ensure the safety of all workmen including all PPE, materials and equipments. You shall observe safety rules and regulations as applied by the statutory authorities without exception.
- Person below 18 years shall not be engaged / employed.
- Proper arrangement of first-aid facility.
- The security laws as applicable from time to time shall have to be strictly followed by the contractor.

15. INCOME TAX / SALES TAX / VAT & WORKS CONTRACT TAX:

TAXES AND DUTIES:

All Taxes (excluding Service Tax with Swachh Bharat Cess) , Works Contract Tax under state VAT Act-if any , charges towards royalties, duties, 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 the contractor and shall not be payable extra.

Any increase of the same at any stage during execution of the contract shall have to be borne by the contractor. Quoted/ accepted rates/ price shall be inclusive of all such requirements.

TDS under Income Tax, V.A.T etc, shall be deducted at prevailing rates on Gross Invoice Value from the Running Bills unless Exemption Certificate from the Appropriate Authority/ Authorities is furnished in Form-31. Vendor may please note that as per Sec -47 of Assam Value Tax ACT, 2003 , the rate of TDS deduction is 14.50 % if not applied for 'Composition Mode ' as detailed below .

You must be a registered dealer with the Assam Value Added Tax Act, 2003, if not registered yet and a copy of the said registration certificate along with TIN Number must be provided to Site R.A.O.

You are responsible to furnish all documentary evidences towards payment of Works Contract Tax as and when required by BHEL .

The vendor must compulsorily opt for composition scheme notified vide notification no. No.FTX.55/2005/Pt/158 dtd. 31-03-2012.The amount payable as composition money is 5% of the aggregate value of the contract.

The vendor must furnish copy of WC-2 issued by the jurisdictional sales tax authority. Such WC-2 shall be furnished for each financial year.

Assam VAT shall be deducted from the payment made to the vendor @ 5%.

The vendor shall furnish copy of WC-3 return on a monthly basis with a certificate that “the Taxable Turnover as disclosed in the WC-3 return includes the amount of Rs. _____ (in words) received / receivable from BHEL on account of execution of work awarded to us vide Contract Reference No. _____ dtd. _____. The tax payable if any has been / shall be discharged by us vide Challan No. _____ dtd. _____.

Along with the monthly running account bill, the vendor shall furnish the following :

- (a) Self attested Copy of WC-3 of the previous months ;
- (b) Self Certification as per Clause (4) ; and
- (c) Self attested Copy of Challan evidencing discharge of Composition amount.

The vendor shall not issue Tax Invoice and shall not claim composition money separately in the invoice but shall include the composition amount @ 5% in the quoted price.

The Bidder has to make his own arrangement at his cost for completing the formalities, if required , with State V.A.T. Act Authorities , for bringing their materials , plants and machinery at Site for the execution of the Works under this Contract , Road Permit / Way Bill in Form 62 , shall be arranged by the Contractor for bringing their own tools and plants (Capital Goods) and in Form -61 for bringing materials required for execution of Works and BHEL will not supply any Road Permit/Way Bill for this purpose. The Contractor must be a Registered Dealer with the State VAT Act ,if not Registered yet and a copy of the said Registration Certificate along with TIN Number must be provided to Site R.A.O.

Benefits of abolition and reduction of VAT on self manufactured items will be passed on to BHEL.

The seller/ contractor is required to ensure that taxes, duties etc, as applicable, are properly calculated & paid and exemption and benefits, as applicable, are fully availed of. BHEL shall not be held responsible on account of any fault on the part of vendor in this regard.

New tax & duties, if imposed subsequent to due date of offer submission, by statutory authority after due date of submission of latest price offer and within the contract period including extension, if any (provided reason for extension is not attributable to contractor), shall be reimbursed by BHEL at actual on production of relevant supporting document to the satisfaction of BHEL. However, the vendor shall obtain prior approval from BHEL before depositing new taxes & duties.

Entry Tax:

Bidder may please note that the Bidder is required to get themselves registered under Assam Entry Tax 2008 . Bidder is required to pay applicable rate of Entry Tax for their scheduled goods (own Tools and Plants) and will not be reimbursed by BHEL .

Service Tax

Service Tax along with SWACH BHARAT Cess to Service Tax as legally leviable& payable by the Contractor, vide Sec-65B (44), shall be paid by BHEL on contractor's gross bill and production of GAR-7 CHALLAN .

In case Service Tax is payable by BHEL under reverse charge mechanism vide Notification No. 30/2012-Service Tax dtd. 20-06-2012, shall be paid separately by BHEL.

Vide Section 68 (1) of Finance Act , 1994 read with Rule 6 (1) of Service Tax Rules , 1994 , payment of Service Tax at the rate specified in Section 66B in Section 68 w e f 01.07.2012 vide Order No. 1/2012 dated 15.06.2012 is reimbursable by BHEL . The contractor shall furnish proof of Service Tax registration with Central Excise Division covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by the contractor on BHEL for this project.

The Bidder shall issue invoice complying with Rule 4A of the Service Tax Rules 1994. The invoice shall indicate the name, address and the registration number (PAN Based STC No.) of the Bidder; the name and address and the registration number AAACB4146PST005 of BHEL.; the description and value of taxable service provided; and the service tax payable thereon by the Bidder

B.H.E.L-P.S.E.R will not be held to be responsible for non-compliance of various Service Tax Rules, being framed from time to time.

Point of Taxation Rule, 2012 has come into operation from 01-04-2012. As per the rule Invoice must be generated within 30 days from the date of completion of service. In such case, the date of invoice will be the relevant date. However, if the invoice is not generated within 30 days as stated above, the date of completion of service shall be the relevant date.

With introduction of CENVAT credit rules 2004 which came into force wef 10-09-04, Excise Duty paid on input goods including capital goods used for providing the output service and service tax paid on input service can be taken credit of against the Service Tax payable on output service. As such, while offering the rates, the contractors may take into account the benefit of above provisions as the cost of input to contractors will be the cost net of Excise Duty and Service Tax and adjust their offer price accordingly to make it more competitive.

As such, bidder's quoted price shall be exclusive of Service Tax (Any changes in Service Tax rules (by Govt.) shall be complied with

16. OTHER CONDITIONS

- a) The contractor shall arrange for all materials that are required for the purpose at his own cost.
- b) The contractor shall be liable to make good all damages, breakage etc. of the sophisticated/ costly equipment resulting from the negligence of the contractor's service person(s).
- c) If the Bidder deliberately gives wrong information in his offer, BHEL reserves the right to reject such offer(s) at any stage or to cancel the contract, if awarded and forfeit the Security Deposit.
- d) All payments will be made to the contractor after deduction of Income Tax at source or any other taxes as applicable and prescribed under Income Tax Act/Rules/any other Act from time to time. Govt. Service Tax will be reimbursed by BHEL on proof of payment made by the contractor. Govt. Service Tax payable shall be reimbursed to be contractor on submission of proof of payment made by him.
- e) The contractor shall pay all taxes, fees, license fee, charges for duties, royalty commissions or other charges which may be levied on account of operation and in executing the contract to the concerned authorities. In case BHEL is forced to pay any of such taxes, etc. BHEL shall have the right to recover the same from the contractor either from his bill or otherwise as deemed fit.

- f) The contractor shall ensure that no damage is caused to any person, property of other parties working at the place of work. If any such damage is caused, it is the responsibility of the contractor to make good the losses or to compensate for the same.
- g) In case the contractor is required to undertake any work outside the scope of this contract, the rates payable shall be those mutually agreed upon.
- h) The rates offered by the contractor should be firm during the tenure of the contract.
- i) The contractor should be in a position to mobilize and start services as per the instruction given in the PO.
- j) The contractor shall be responsible for safety precautions as may be required for safe and satisfactory execution of this contract.
- k) The contractor shall go through the complete contract document connected with the work and agree to execute all the work in the terms and conditions of this contract

17. GENERAL

- a) Necessary deduction of Tax at source as per rules will be made from the contractor's bill and a certificate will be issued to this effect.
- b) The contractor shall be responsible for resolving all disputes between their employees and themselves and shall ensure proper performance of duty by their manpower.
- c) The liability of any compensation for injury to personnel or others arising as a result of duties by their manpower shall be that of the contractor.
- d) It is reiterated that there is no employer-employee relationship either with the contractor or with contractor's employees or with the contractor's organization. This is a contract and BHEL have no connection directly or indirectly or even remotely with contractor employees or with contractor's organization. This is only a business transaction
- e) Waybill and transit insurance would be arranged by the vendor, at their own cost.

18. OTHER POINTS

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 seven day notice without assigning any reasons thereof.
- b) To recover 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.
- c) In the event of any dispute of any nature, the decision of BHEL shall be final and binding on the contractor.
- d) BHEL will arrange to provide temporary space for this work and vendor will be responsible for handing over the same after completion of work in neat and clean condition.
- a) Construction Power & water at single point, if required, shall be arranged by BHEL, free of cost.

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PART – E: PRICE SCHEDULE**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 clauses of other parts with subsequent changes/ modifications etc. thereto as applicable as on date of submission of price offer.
- 2) The work shall be carried out strictly as per specifications, description of the items in these schedule and/ or BHEL instructions.
- 3) One single order shall be placed for supply and service part for the subject job.
- 4) Items of work provided in this schedule but not covered in this specification shall be executed strictly as per instruction of BHEL.
- 5) Rates shall be quoted in figures and in words in clear legible writing. No overwriting is permitted.
- 6) The tender 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.
- 7) BHEL's decision shall be final and binding on the contractor regarding clarification of items in the schedule with respect to the other sections/volumes/parts of the contract.
- 8) **Service Tax and Swachh Bharat cess shall be payable extra as applicable.**
- 9) BHEL shall not issue C –form & hence quoted price shall be with CST without C form.
- 10) Way bill/Road permit (if any required) shall be on Vendor's account.
- 11) Discounts offer by the vendor in price shall not be entertained by BHEL (ref. cl. 10. PART-B).
- 12) Bidder must quote the price elements mentioned in price schedule if any element left blank shall be construed as the price is included in all inclusive F.O.R. price.
- 13) **'TOTAL PRICE at destination (EXCLUDING SERVICE TAX AND SWACHH BHARAT CESS)' (sl. No. 11)** shall be taken into account for evaluation. However, BHEL reserves the right to go for reverse auction in deciding the lowest bidder.
- 14) Purchase order shall be issued on **'TOTAL PRICE at destination (EXCLUDING SERVICE TAX AND SWACHH BHARAT CESS)' (sl. No. 11)** in price schedule.

SIGNATURE OF THE BIDDER WITH SEAL AND DATE

PART – E: PRICE SCHEDULE

SL. NO.	ITEM DESCRIPTION: “SUPPLY AND INSTALLATION OF SIX (06) NOS. OF BIO TOILET WITH SHELTER, BIO DIGESTER TANK ETC at BHEL: PSER’S N.T.P.S NAMRUP SITE (ASSAM) as per PART-C of tender”	UNIT PRICE (FOR 01 NO.) IN INR	TOTAL PRICE (FOR 06 NOS.) IN INR
1.	BASIC PRICE		
2.	PACKING & FORWARDING CHARGES		
3.	EXCISE DUTY (PERCENTAGE & AMOUNT)		
4.	CST / VAT (% & AMOUNT WITHOUT “C-FORM”)		
5.	FREIGHT UP TO DESTINATION		
6.	TRANSIT INSURANCE		
7.	ENTRY TAX/OCTROI (IF ANY)		
8.	ANY OTHER CHARGES (IF ANY,PLEASE SPECIFY)		
9.	ALL INCLUSIVE TOTAL F.O.R. N.T.P.S NAMRUP SITE (ASSAM) PRICE FOR SUPPLY i.e (SUM OF SL. NO.1 TO SL. NO.8).		
10.	LUMPSUM PRICE FOR INSTALLATION, TRAINING FOR OPERATION/ MAINTENANCE ETC. OF SUPPLIED BIO TOILETS AT N.T.P.S NAMRUP SITE (ASSAM)” AS PER PART-C(EXCLUDING SERVICE TAX AND SWACHH BHARAT CESS)		
11.	TOTAL PRICE at destination (EXCLUDING SERVICE TAX AND SWACHH BHARAT CESS) i.e (SUM OF SL. NO. 9 + SL. NO. 10):*This is the evaluation criteria.		

Note:

- (i) The rate quoted above shall remain firm during the tenure of this Contract & extension thereof if any.
(ii) I have gone through the scope of work and other **PARTS** of the tender documents and do hereby quote the above rate as per scope illustrated in scope of work detailed in the tender.

SIGNATURE OF THE BIDDER WITH SEAL AND DATE

PART – E: UN-PRICED PRICE SCHEDULE**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 clauses of other parts with subsequent changes/ modifications etc. thereto as applicable as on date of submission of price offer.
- 2) The work shall be carried out strictly as per specifications, description of the items in these schedule and/ or BHEL instructions.
- 3) One single order shall be placed for supply and service part for the subject job.
- 4) Items of work provided in this schedule but not covered in this specification shall be executed strictly as per instruction of BHEL.
- 5) Rates shall be quoted in figures and in words in clear legible writing. No overwriting is permitted.
- 6) The tender 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.
- 7) BHEL's decision shall be final and binding on the contractor regarding clarification of items in the schedule with respect to the other sections/volumes/parts of the contract.
- 8) **Service Tax and Swachh Bharat cess shall be payable extra as applicable.**
- 9) BHEL shall not issue C –form & hence quoted price shall be with CST without C form.
- 10) Way bill/Road permit (if any required) shall be on Vendor's account.
- 11) Discounts offer by the vendor in price shall not be entertained by BHEL (ref. cl. 10. PART-B).
- 12) Bidder must quote the price elements mentioned in price schedule if any element left blank shall be construed as the price is included in all inclusive F.O.R. price.
- 13) **'TOTAL PRICE at destination (EXCLUDING SERVICE TAX AND SWACHH BHARAT CESS)' (sl. No. 11)** shall be taken into account for evaluation. However, BHEL reserves the right to go for reverse auction in deciding the lowest bidder.
- 14) Purchase order shall be issued on **'TOTAL PRICE at destination (EXCLUDING SERVICE TAX AND SWACHH BHARAT CESS)' (sl. No. 11)** in price schedule.

SIGNATURE OF THE BIDDER WITH SEAL AND DATE

PART – E: UN PRICED PRICE SCHEDULE

(Indicate 'quoted'/'unquoted' against each Sl. no. and for Sl.Nos.3 and 4, mention % quoted. Pl. submit along with Techno-Commercial bid)

SL. NO.	ITEM DESCRIPTION: “SUPPLY AND INSTALLATION OF SIX (06) NOS. OF BIO TOILET WITH SHELTER, BIO DIGESTER TANK ETC at BHEL: PSER’S N.T.P.S NAMRUP SITE (ASSAM) as per PART-C of tender”	UNIT PRICE (FOR 01 NO.) IN INR	TOTAL PRICE (FOR 06 NOS.) IN INR
1.	BASIC PRICE		
2.	PACKING & FORWARDING CHARGES		
3.	EXCISE DUTY (PERCENTAGE & AMOUNT)		
4.	CST / VAT (% & AMOUNT WITHOUT “C-FORM”)		
5.	FREIGHT UP TO DESTINATION		
6.	TRANSIT INSURANCE		
7.	ENTRY TAX/OCTROI (IF ANY)		
8.	ANY OTHER CHARGES (IF ANY,PLEASE SPECIFY)		
9.	ALL INCLUSIVE TOTAL F.O.R. N.T.P.S NAMRUP SITE (ASSAM) PRICE FOR SUPPLY i.e (SUM OF SL. NO.1 TO SL. NO.8).		
10.	LUMP SUM PRICE FOR INSTALLATION, TRAINING FOR OPERATION/ MAINTENANCE ETC. OF SUPPLIED BIO TOILETS AT N.T.P.S NAMRUP SITE (ASSAM)” AS PER PART-C(EXCLUDING SERVICE TAX AND SWACHH BHARAT CESS)		
11.	TOTAL PRICE at destination (EXCLUDING SERVICE TAX AND SWACHH BHARAT CESS) i.e (SUM OF SL. NO. 9 + SL. NO. 10):*This is the evaluation criteria.		

Note:

- (i) The rate quoted above shall remain firm during the tenure of this Contract & extension thereof if any.
- (ii) I have gone through the scope of work and other **PARTS** of the tender documents and do hereby quote the above rate as per scope illustrated in scope of work detailed in the tender.

SIGNATURE OF THE BIDDER WITH SEAL AND DATE

PART-H
FORMS AND PROCEDURES

F-01**PROFORMA FOR BANK GUARANTEE FOR SECURITY DEPOSIT CUM PERFORMANCE BANK GUARANTEE BOND**

B.G. NO.

Date

This deed of Guarantee made this ----- day of -----two thousand ---- by <Name and Address of Bank> hereinafter called the "The Guarantor" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) in favour of M/s Bharat Heavy Electrical Limited (A Govt. of India Undertaking) a company incorporated under the Companies Act, 1956, having its registered office at BHEL House, Siri Fort, Asiad, New Delhi – 110049 through its unit at <Address of Power Sector Region¹> hereinafter called "The Company" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns)

WHEREAS < Contractor's Name and Address> (hereinafter referred to as the Contractor) have entered into a contract arising out of Letter of Intent no. < LOI REF & Date > (hereinafter referred to as "the contract") for < Name of Work > with the company.

AND WHEREAS the contract inter-alia provides that the contractor shall furnish to the company a sum of Rs.----- (Rupees-----) towards security deposit for due and faithful performance of the contract in the form and manner specified therein.

AND WHEREAS the contractor has approached the Guarantor and in consideration of the arrangement arrived at between the contractor and the Guarantor, the Guarantor has agreed to give the Guarantee as hereinafter mentioned in favour of the company.

The Guarantor do hereby guarantee to the company the due and faithful performance, observance or discharge of the Contract by the contractor and further unconditionally and irrevocably undertake to pay to the Company without demur and merely on a demand, to the extent of Rs.------(Rupees-----) against any claim by the company on them for any loss, damage, costs, charges and expenses caused to or suffered by the company by reasons of the contractor making any default in the performance, observance or discharge of the terms, conditions, stipulations or undertakings or any of them as contained in the contract.

The decision of the company whether any default has occurred or has been committed by the contractor in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them as contained in the contract and / or as to the extent of loss, damage, costs, charges and expenses caused to or suffered by the company by reason of the contractor making any default in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them shall be conclusive and binding on the Guarantor irrespective of the fact whether the contractor admits or denies the default or questions the correctness of any demand made by the company in any Court, Tribunal or Arbitration proceedings or before any other Authority.

The company shall have the fullest liberty without affecting in any way the liability of the Guarantor under this Guarantee, from time to time to vary any of the terms and conditions of the contract or extend time of performance by the contractor or to postpone for any time and from time to time any of the powers exercisable by it against the contractor and either enforce or forebear from enforcing any of the terms and conditions governing the contract or securities available to the company and the Guarantor shall not be released from its liability under these presents by any exercise by the company of the liberty with reference to the matters aforesaid or by reasons of time being given to the contractor or any other forbearance, act or commission on the part of the company or any indulgence by the company to the contractor or any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so releasing the Guarantor from its liability under this guarantee.

The Guarantor further agrees that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the contract and its claim satisfied or discharged and till the company certifies that the terms and conditions of the contract have been fully and properly carried out by the contractor and accordingly discharges this Guarantee, subject however, that the company shall have no claim under this Guarantee after ----- i.e. (3 months more than the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time, as the case may be) unless a notice of the claim under this Guarantee has been served on the Guarantor before the expiry of the said period in which case the same shall be enforceable against the Guarantor notwithstanding the fact that the same is enforced after the expiry of the said period.

The Guarantor undertakes not to revoke this Guarantee during the period it is in force except with the previous consent of the Company in writing and agrees that any liquidation or winding up or insolvency or dissolution or any change in the constitution of the contractor or the Guarantor shall not discharge the Guarantor's liability hereunder.

It shall not be necessary for the company to proceed against the contractor before proceeding against the Guarantor and the Guarantee herein contained shall be enforceable against them notwithstanding any security which the Company may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the Guarantor hereunder be outstanding or unrealized.

Notwithstanding anything contained herein before, our liability under the Guarantee is restricted to Rs.----- (Rupees-----). Our guarantee shall remain in force until -----, i.e. (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time) unless a claim or demand under this guarantee is made against us on or before ----- (3 Months more than the validity date) we shall be discharged from our liabilities under this Guarantee thereafter.

Any claim or dispute arising under the terms of this documents shall only be enforced or settled in the courts of at < **Name of place**²> only.

The Guarantor hereby declares that it has power to execute this guarantee and the executant has full powers to do so on behalf of the Guarantor.

IN WITNESS whereof the ----- (Bank) has hereunto set and subscribed its hand the day, month and year first, above written.

(Name of the Bank)

Signed for and on behalf of the Bank
(Designation of the Authorized Person Signing the Guarantee)

(Signatory No.-----)

DATED:

SEAL

=====

Notes :

1. **Address of Power Sector Regions (inviting the Tender)** is as below:
 - PSNR : Bharat Heavy Electricals Limited, Power Sector Northern Region, HRDI & PSNR Complex, Plot No 25, Sector 16-A, Noida – 201 301 (Uttar Pradesh)
 - PSER : Bharat Heavy Electricals Limited, Power Sector Eastern Region, BHEL Bhawan, Plot No 9/1, DJ Block, Sector-II, Salt lake City, Kolkata – 700 091
 - PSWR: Bharat Heavy Electricals Limited, Power Sector Western Region, Shree Mohini Complex, 345 Kingsway, Nagpur 440 001
 - PSSR: Bharat Heavy Electricals Limited, Power Sector Southern Region, 690, Anna Salai, Nandanam, Chennai 600 035
2. **Name of place (for jurisdiction of Courts)** is as below:
 - PSNR : Delhi
 - PSER : Kolkata
 - PSWR: Nagpur
 - PSSR : Chennai
3. The BG shall be executed on non-judicial stamp papers of adequate value procured in the name of the Bank in the State where the Bank is located.
4. The BG is required to be sent by the executing Bank directly to BHEL at the address where tender is submitted / accepted under sealed cover.

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:

5. CST:

SIGNATURE OF THE BIDDER WITH DATE & SEAL

F-04

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*
