



# 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 : 033-2321 1496 FAX : 033-2321 1960

## 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	<b>PSER: PUR: HR: 158(I):009</b>	<b>DATE: 19/04/2016</b>
ii	Broad Scope of job	<b>"ERECTION, TESTING AND COMMISSIONING OF 12KV BHEL MAKE VACUUM CIRCUIT BREAKER (VM12) INCLUDING SUPPLY OF ACCESSORIES as per SCOPE OF WORK &amp; SPECIAL CONDITIONS OF THE CONTRACT(SCC) AT BHEL BHAVAN,KOLKATA".</b>	
iii	DETAILS OF TENDER DOCUMENT		
a	VOLUME-I	<i>GENERAL INSTRUCTION TO TENDERER, GENERAL TERMS AND CONDITIONS OF THE CONTRACT</i>	<i>Applicable</i>
b	VOLUME-II	<i>SCOPE OF WORK &amp; SPECIAL CONDITIONS OF THE CONTRACT(SCC)</i>	<i>Applicable</i>
c	VOLUME-III	<i>PRICE SCHEDULE</i>	<i>Applicable</i>
d	PART- H	<i>FORMS AND PROCEDURES etc.</i>	<i>Applicable</i>
iv	Issue of Tender Documents	<i>From BHEL website (<a href="http://www.bhel.com">www.bhel.com</a> &amp; <a href="http://www.jantermanter.com">www.jantermanter.com</a>) Tender documents can be downloaded from website till due date of submission. Start date <b>19/04/2016</b></i>	<i>Applicable</i>
v	DUE DATE & TIME OF OFFER SUBMISSION	<i>Date: <b>10/05/2016, Time: 15-00 Hrs.</b> Place : BHEL- Kolkata</i>	<i>Applicable</i>
vi	OPENING OF TENDER	<i>Techno-commercial offer will be opened on same day <b>(10/05/2016) at 16-00 Hours</b>, 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>	<i>Applicable</i>
vii	EMD AMOUNT	<i>NIL</i>	<i>Applicable</i>
ix	LAST DATE FOR SEEKING CLARIFICATION	<b>30/04/2016</b>	<i>Applicable</i>
x	SCHEDULE OF Pre Bid Discussion (PBD)	<i>Not Applicable (In case BHEL decides to conduct PBD, date, time &amp; venue of PBD will be intimated suitably thru TCN)</i>	<i>Not Applicable.</i>
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	<i>Not Applicable</i>	<i>Not Applicable</i>

xii	Latest updates	Not Applicable	Shall be intimated to bidder in aforesaid websites only through TCN/Corrigendum/ Addendum etc.
-----	----------------	----------------	--

1. Earnest Monet Deposit ( EMD ) of **NIL** 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.

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

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

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
<b>I. COVER-I (TECHNO-COMMERCIAL BID) – in sealed envelope</b>		
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 pagesto be placed after document under sl no I.a above. <b>In case of any deviation, the same should be submitted separately for technical &amp; 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.</b>	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)– <b>un-priced but</b> 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.
<b>II. COVER-II (PRICE BID/ABSOLUTE VALUE)</b>		
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.
<b>III. COVER-III (EMD).</b>		
III.a	Demand Draft etc. towards EMD as per instruction.	-
<b>IV. COVER-IV.</b>		
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. <b>ALONG WITH NAME &amp; COMPLETE ADDRESS (FAX NO. CONTACT NOS) OF BIDDER.</b>	-

**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.*
- 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.
  - 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)
  - 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.
  - You are free to visit the site and study the prevailing site condition including law & order etc. before quoting (if applicable).
  - 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.
  - 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.
  - 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.
  - In the event of any conflict between requirement of any clause of this specification/ documents /drawings /data sheets etc or requirements of different codes/ standards specified/ contradictions between any two clauses of tender document, the same to be brought to the knowledge of BHEL by bidders in writing for clarification before due date of seeking clarification, otherwise, more stringent

- requirement as may be interpreted by BHEL shall prevail and shall be binding on you. Any typing error/missing pages/ other clerical errors in the tender documents, noticed by you must be pointed out before submission of offer, or else, BHEL's interpretation shall prevail & binding on you.
9. Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
  10. Tender document containing above mentioned volumes shall be signed & stamped in all pages including this covering letter. Price bid shall be furnished in the specified format enclosed with the tender. Any additional copy, if required, may be taken by photocopying from the tender document given in the web.
  11. 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.
  12. 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.
  13. Taxes and duties shall be as per tender.
  14. 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.
  15. **Bidders are required to submit price as per tender Price Schedule format in e-procurement portal/platform in the form & manner as mentioned in tender.**
  16. **Overwriting or erasures should be avoided. If however, they exist they must be invariably attested.**
  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](http://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:

- Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL
- Notice Inviting Tender (NIT)
- Price Schedule – VOLUME-III
- SCOPE OF WORK & SPECIAL TERMS AND CONDITIONS OF THE CONTRACT- VOLUME-II
- GENERAL INSTRUCTION TO TENDERER, GENERAL TERMS AND CONDITIONS OF THE CONTRACT- VOLUME-I
- 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	033-23398225 (D)/ 8222.
	FAX no	033-23211960
	E-mail	<a href="mailto:malini@bhelpser.co.in">malini@bhelpser.co.in</a>

### Enclosures:

- Annexure-I: Pre qualifying Criteria.
- Annexure-II : No Deviation Certificate
- Annexure-III: Format for seeking clarification
- Annexure-V: Suspension of business dealing with Suppliers
- Annexure-VI: Certificate by Chartered Accountant
- Declaration for Relation in BHEL.
- Tender documents as per this NIT.

ANNEXURE-I:PRE-QUALIFICATION CRITERIA

JOB	“ERECTION, TESTING AND COMMISSIONING OF 12KV BHEL MAKE VACUUM CIRCUIT BREAKER (VM12) INCLUDING SUPPLY OF ACCESSORIES as per SCOPE OF WORK & SPECIAL CONDITIONS OF THE CONTRACT(SCC) AT BHEL BHAVAN,KOLKATA”.
TENDER NO	PSER: PUR: HR: 158(I):009                      DATE: 19/04/2016
1.0	BIDDER SHOULD HAVE AVERAGE ANNUAL TURN OVER OF <b><u>MINIMUM RS.26.4 THOUSAND (RUPEES TWENTY SIX THOUSAND FOUR HUNDRED ONLY)</u></b> IN <b><u>LAST 03 (THREE) FINANCIAL YEARS, ENDING ON 31<sup>ST</sup> MARCH 2015</u></b> AND MUST HAVE EARNED PROFIT IN ANY ONE OF LAST 03 (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 THREE (03) FINANCIAL YEARS ENDING ON 31-03-2015 IN SUPPORT OF THIS REQUIREMENT. IF AUDIT IS NOT MANDATORY AS PER SECTION- 44AB OF IT ACT, THEN BIDDER MAY SUBMIT SELF ATTESTED UNAUDITED PROFIT & LOSS A/c, BALANCE SHEET AND ACKNOWLEDGEMENT OF IT RETURN FORM DULY RECEIPTED BY IT DEPARTMENT ALONG WITH COMPUTATION SHEET FOR ARRIVING AT TAXABLE INCOME BASED ON WHICH TURNOVER CAN BE DETERMINED FOR THE PERIOD MENTIONED ABOVE. 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 STATEMENT HAVE NOT BEEN SUBMITTED FOR ALL THE THREE YEARS THEN THE APPLICABLE AUDITED STATEMENT SUBMITTED BY THE BIDDERS AGAINST THE REQUISITE THREE YEARS, WILL BE AVERAGED FOR THREE YEARS.
2.0	THE BIDDER SHOULD HAVE EXPERIENCE OF <b><u>AT LEAST ONE SIMILAR WORKS (i.e. ERECTION, TESTING AND COMMISSIONING OF 12KV OR HIGHER RATED VACUUM CIRCUIT BREAKER)</u></b> AT LEADING PSUs/STATE GOVERNMENTS/CENTRAL GOVERNMENTS/REPUTED COMPANIES IN THE <b><u>LAST 07 YEARS</u></b> ENDING ON LATEST DUE DATE OF SUBMISSION IN LINE WITH THE ABOVE.
3.0	BIDDER SHOULD HAVE VALID PAN (PERMANENT ACCOUNT NUMBER).
4. A)	BIDDER MUST HAVE VALID TIN/VAT/CST REGISTRATION.
4. B)	SERVICE TAX REGISTRATION FOR THOSE BIDDERS WHO HAVE GROSS TAXABLE TURNOVER MORE THAN RS 10 LAKH.

## NOTE:

- (I) BIDDER SHALL SUBMIT ALL RELEVANT SUPPORTING DOCUMENTS.
- (II) CONSORTIUM BIDDING IS NOT ALLOWED.



**ANNEXURE-III**  
**FORMAT FOR SEEKING CLARIFICATION**

<b>JOB</b>		<b>“ERECTION, TESTING AND COMMISSIONING OF 12KV BHEL MAKE VACUUM CIRCUIT BREAKER (VM12) INCLUDING SUPPLY OF ACCESSORIES as per SCOPE OF WORK &amp; SPECIAL CONDITIONS OF THE CONTRACT(SCC) AT BHEL BHAVAN,KOLKATA”.</b>		
<b>Sl. no</b>	<b>Reference clause of tender document</b>	<b>Existing provision</b>	<b>Bidder's query</b>	<b>BHEL's clarification</b>

**ANNEXURE-V**

1	<b>Suspension of business dealing with Suppliers</b> 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	<b>Hold</b> 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	<b>De-listing</b> 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	<b>Banning</b> 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 Proprieter/Partner(s)/Director(s) employed in BHEL.

Tick (✓) any one as applicable:

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

OR

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

(i)

(ii)

Signature of the Authorized Signatory

Note:

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

=====

**VOLUME-I**  
**(GENERAL INSTRUCTION TO TENDERER, GENERAL TERMS AND**  
**CONDITIONS OF THE CONTRACT)**

**SECTION-I**  
**GENERAL INSTRUCTION TO TENDERER**

**CLAUSE DESCRIPTION**  
**NO**

**1.1 NOTICE**

1.1.1 Sealed tenders complete in all respects shall be submitted, duly super scribing the tender document No. and name of work, to the OFFICER INVITING TENDER within specified date and time.

1.1.2 Bharat Heavy Electricals Ltd., take no responsibility for any delay, loss or non receipt of tender document sent by post and also reserve the right to reject any or all the tenders without assigning any reason thereof. Tenders not accompanied by prescribed earnest money are liable to be summarily rejected.

**1.2 PROCEDURE FOR SUBMISSION OF SEALED TENDERS**

1.2.1 The tenderer must submit their tenders as required in three parts in separates sealed covers prominently super scribed as Part – I “TECHNO – COMMERCIAL BID”, Part – II “PRICE BID” and Part – III “EMD” and also indicating on each of the covers the tender specification number and due date and time. All the three sealed envelopes shall be enclosed in a third envelop super scribing tender specification No. and due date and time on the top.

1.2.2 No deviation from the tender specifications shall be acceptable to BHEL. For this purpose the tenderers shall confirm their unqualified acceptance of the terms and conditions in the technical bid, and that the rate quoted are in accordance with the tender specification by giving a written undertaking to that effect as per the enclosed format. This certificate shall be kept along with the techno-commercial bid during submission. TENDERS NOT COMPLYING WITH THE ABOVE MAY BE REJECTED.

**1.2.2.1 PART – I (TECHNO – COMMERCIAL BID) – Cover I.**

All schedules, data sheets & details, reference of EMD (without disclosing amount) and Volume-I & Volume-II (signing on all the pages) shall be enclosed in Part-I, TECHNO–COMMERCIAL BID.

**1.2.2.2 PART-II (PRICE BID) – Cover II**

All indications of price as per rate schedule (Volume III) along with Volume III (signing on all the pages) shall be submitted in this Part II, PRICE BID.

**1.2.2.3 PART-III (EMD) – Cover III**

This cover should contain only Earnest Money deposit (EMD) for the specification.

1.2.3 Tenders submitted by post shall be sent ‘REGISTERED POST ACKNOWLEDGEMENT DUE’ and shall be posted with the due

acknowledgement for any postal delay. Tenders received after the due date and time of opening is liable to be rejected. Telegraphic offers and offers received by telex may not be considered unless confirmed in writing by a detailed offer.

1.2.4 Tenders shall be opened by the authorized officers of BHEL at his office at the specified time and date in the presence of such of those, tenderers or their authorized representatives who may be present. Such representatives shall have to bring with them an authorization letter during the opening of price bids.

1.2.5 The tenderers shall closely peruse all the clauses, specification and drawings indicated in the tender documents before quoting. Should the tenderer have any doubt about the meaning of any portion of the tender specifications or find discrepancies or omission in the drawing or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, scope of work etc, shall at once contact the authority inviting the tender for clarification before submission of offer.

1.2.6 Before tendering, the tenderers are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour. No claim will be entertained later on the ground of lack of knowledge.

1.2.7 Tenderer must fill up all the schedules and annexure and furnish all the required information as per the instructions given in various sections of the tender specification. Each and every page of the tender specification, comprising of Volume I, Volume II and Volume III must be SIGNED, STAMPED AND SUBMITTED ALONGWITH THE OFFER by the tenderer in token acceptance thereof. The information furnished shall be complete by itself.

1.2.8 The tenderer shall quote the rates in English language and international numerals. The rate shall be in whole rupees. These rates shall be entered in figurers as well as in words. In case of difference in rates between words and figurers THE LESSER OF THE TWO will be treated as valid rate. For the purpose of the tender, the metric system of units shall be used.

1.2.9 All entries in the tender shall either be typed or be in ink. Erasing and over writing are not permitted and may render such tender liable to summary rejection. All cancellations and insertions shall be duly attested by the tenderer.

**1.3 QUALIFICATION OF TENDERERS**

Only tenderers who have been previously qualified in the work of this nature and description detailed in this tender specification and have other resources and expected to quote for this work.

**1.3 DATA AND DOCUMENTS TO BE ENCLOSED**

1.3.1 Full information shall be given by the tenderer in respect of following. Non-submission of these information may lead to rejection of the offer.

1.3.2 Attested copies of partnership deed, power of attorney and tender specifications duly signed as mentioned in the tender documents.

1.3.3 In case of a proprietorship firm, full name of proprietor, address, place and nature of business shall be furnished. In case of partnership firm, names of all

the partners and their address, copy of partnership deed, instrument of partnership duly certified by the Notary Public shall be enclosed. In case of company, date and place of registration including date of commencement certificate, in case of public companies (certified copies of Memorandum and Articles of Association are also to be furnished), nature of business carried on by the company and submissions of the memorandum relating thereof, names and particulars including addresses of all the directors and their previous experiences etc shall be furnished.

1.3.4 Prescribed Earnest Money Deposit.

1.3.5 Previous experience

A statement giving particulars duly supported by documentary evidence of the various services rendered for each similar work by the tenderer indicating the particulars and value of each work, the site location and the duration and date of completion and also list of site location and particulars and values of various works that are under progress.

A list of credentials i.e proof of award of work by central govt., state govt., PSUs and leading private sectors in support of experience in the relevant field.

1.3.6 Organization chart

1.3.6.1 The organization that is totally available and that will be employed by the tenderer for this work duly indicating the number of supervisors the number of skilled and unskilled persons etc.

1.3.6.2 A list of tools and tackles that the tenderer is having and those will be used on this job including deployment plan.

1.3.6.3 Audited Balance Sheet and Profit & Loss A/c of last three years.

1.3.7 Banker's Certificate

A latest certificate from Scheduled Bank to prove his financial capacity to undertake the work or solvency certificate from the concerned government authority.

1.3.8 Income Tax / Sales Tax Certificate

1.3.8.1 A valid certificate of Income Tax / Sales Tax verification from the appropriate authority in the forms prescribed duly indicating annual turnover. These certificates shall be valid for one year from the date of issue or for the period prescribed therein for all tenders submitted during the period.

1.3.8.2 A written declaration indicating that no deviation from the tender specification has been taken.

1.3.8.3 Valid Trade License, In addition to above, other particulars, required in various annexure shall be furnished.

1.3.9 **EARNEST MONEY DEPOSIT (EMD)**

1.3.9.1 Every tender must be accompanied by the prescribed amount of Earnest Money Deposit as indicated in the tender enquiry letter, in any of the following forms. (All securities are to be discharged and pledged in favour of BHEL).

1.3.9.2 Note: Cheque, Money order, postal order or bank guarantee will not be accepted.

1.3.9.3 The amount shall be remitted by the bidder in cash (as permissible under Income Tax Act) to the cashier of Bharat Heavy Electricals Limited, Power

Section, Eastern Region, Kolkata and cash receipt issued by BHEL shall be enclosed along with the tender.

- 1.3.9.4 Pay orders, demand draft payable at Kolkata duly pledged in favor of Bharat Heavy Electricals Limited.
- 1.3.9.5 Tenders received without earnest money in full in the manner prescribed above are liable to be rejected.
- 1.3.9.6 The Earnest money deposit of the successful tenderer paid in cash /DD/pay order shall be retained towards part of Security Deposit.
- 1.3.9.7 In the case of unsuccessful tenderers, the Earnest Money shall be refunded within a reasonable time after acceptance of award of work by the successful tenderer.
- 1.3.9.8 **BHEL reserves the right of forfeiture of earnest money deposit in case the tenderer:-**
- 1.3.9.9 After opening of the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates.
- 1.3.9.10 Fails to commence the work within the period as specified in the Letter of Intent or communicate the unqualified acceptance of the Letter of Intent within 15 days of date of the Letter of Intent.

#### 1.4 **AUTHORIZATION AND ATTESTATION**

Tenders shall be signed by persons duly authorized / empowered to do so. Certificated copies of such authority and relevant documents shall be submitted along with the tenders.

#### 1.5 **VALIDITY OF OFFER**

**The rates in the tender shall be kept valid for acceptance / for minimum period of six months from the latest due date of submission of offer.** If a tenderer withdraws or revokes his tender or revises the tendered rates and conditions for any items within the aforesaid period, his earnest money is liable to be forfeited. In case Bharat Heavy Electricals Limited calls for negotiations, such negotiations shall not amount to cancellation or withdrawal, of the original offer which shall be binding on the tenderers.

#### 1.6 **EXECUTION OF CONTRACT**

The successful tenderer's responsibility under this contract commences from the date of issue of letter of intent by Bharat Heavy Electricals Limited. The successful tenderer shall be required to execute agreement in the prescribed form with BHEL within a reasonable time after the acceptance of his tender and in any case before submitting the first bill for payment. The total expenses towards preparing agreement (no of copies to be specified by BHEL at the time of execution of agreement) shall be borne by the contractor.

#### 1.7 **SECURITY DEPOSIT (SD)**

- 1.7.1 Upon acceptance of tender, the successful tenderer within the time specified in the letter of intent must deposit required amount as security deposit for satisfactory completion of work and shall not commence work under the contract before remitting security deposit except as directed by BHEL.

- 1.7.2 The amount of Security Deposit shall be as follows:

- |         |                             |     |
|---------|-----------------------------|-----|
| 1.7.2.1 | In the case of work upto 10 | 10% |
|---------|-----------------------------|-----|

	lac.	
1.7.2.2	In the case of work costing above Rs 10 lac upto Rs 50 lac.	Rs 1 [one] lac plus 7.5% of the amount exceeding Rs 10 lac.
1.7.2.3	Above Rs 50 lac.	Rs 4 [four] lac plus 5% of the amount exceeding Rs 50 lac.
1.7.3	The Security deposit may be deposited in any of the following form:	
1.7.3.1	The total Security Deposit as indicated in the letter of intent can be paid in cash(as permissible under the Income Tax Act)/Pay Order or Demand Draft (in favour of Bharat Heavy Electricals Limited payable at Kolkata)/local cheques of Scheduled Banks ( subject to realization) to BHEL, Power Sector, Eastern Region, Kolkata within the time limit stipulated in the letter of intent.	
1.7.3.2	The Security Deposit as indicated in the letter of intent can be paid in the form of Bank Guarantee from Scheduled Banks / Public Financial institutions as defined in the Companies Act in the prescribed proforma, the validity being upto completion of work as stipulated in the letter of intent. The Bank Guarantee furnished towards Security Deposit should be kept valid by proper renewal till the said work is actually completed.	
1.7.3.3	The security deposit may be submitted through securities from Post Offices such as National Savings Certificates/Kisan Vikas Patras etc (certificates should be held in the name of the contractor furnishing the security and duly pledged in favour of Bharat Heavy Electricals Limited, Power Sector, Eastern Region, Kolkata and discharged on the back).	
1.7.3.4	The security deposit may be submitted by Fixed Deposit Receipt issued by Scheduled Banks/Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C Bharat Heavy Electricals Limited, Power Sector, Eastern Region, Kolkata, duly discharged on the back.	
1.7.3.5	The security deposit can be recovered by deduction from running bills @ 10% of the value of each running bills till the full Security Deposit is made up. However, in such cases at least 50% of the Security Deposit should be deposited before start of work and the balance may be recovered from RA bills.	
1.7.3.6	Acceptance of security deposit against sl. No. 1.7.3.3 & 1.7.3.4 above will be subject to hypothecation or endorsement on the documents in favor of BHEL. However, BHEL will not be liable or responsible in any manner for collection of interest or renewal of the documents or in any other matter connected therewith.	
1.7.3.7	If the value of the work done at any time exceeds accepted agreement value, the security deposit shall be correspondingly enhanced and the extra security deposit shall be immediately deposited by the contractor or recovered from payments due to him.	
1.7.3.8	Regarding adjustment of Earnest Money deposit towards part of Security Deposit, refer clause under EMD above.	
1.7.3.9	Failure to deposit security money within stipulated time may lead to forfeiture of Earnest Money and cancellation of award of work.	

- 1.7.3.10 If any parts of security deposit of the contractor is held in the form of approved securities, it shall be kept transferred in the name of Bharat Heavy Electricals Limited, Power Sector, Eastern Region, Kolkata in such a manner the BHEL can realize it fully without reference to the contractor. BHEL shall not be responsible for any depreciation in the value of the security while in BHEL's custody or for any loss of interest thereon.
- 1.7.3.11 **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.
- 1.7.3.12 In case of small value contracts not exceeding Rs.10 lakhs and all SAS jobs, work can be started before Security Deposit is collected. However, payment can be released only after collection / recovery of initial 50% Security Deposit.

1.7.4 **RETURN OF SECURITY DEPOSIT**

- 1.7.4.1 If the contractor duly performs and completes the contract in all respects to the entire satisfaction of BHEL and presents an absolute no Demand Certificate in the prescribed form and returns properties belonging to BHEL taken / borrowed or hired by him for carrying out the said works, half of the amount of Security Deposit will be released to the contractor after deducting all costs of expenses or other amounts that are to be paid to BHEL under this or other contracts entered into with the contractor. It may be noted that in no case the Security Deposit shall be refunded/released prior to passing of final bill. Balance half of the amount of Security Deposit will be released only after the satisfactory completion of Warranty / Guarantee Period as per terms of specification.
- 1.7.4.2 No interest shall be payable by BHEL on earnest money / security deposit or any money due to the contractor by BHEL.

1.8 **REJECTION OF TENDER AND OTHER CONDITIONS**

- 1.8.1 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.
- 1.8.1.1 To reject any or all of the tender.
- 1.8.1.2 To split up the work amongst two or more tenderers.
- 1.8.1.3 To award the work in part.
- 1.8.1.4 Either of the contingencies stated in 1.8.1.2 and 1.8.1.3 to modify the time for completion suitably.
- 1.8.2 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.
- 1.8.3 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.
- 1.8.4 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.
- 1.8.5 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.
- 1.8.6 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.
- 1.8.7 Should a tenderer of 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 alongwith the Officer, failing this, BHEL may, at it sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money / Security Deposit.
- 1.8.8 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.
- 1.8.9 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".

-----  
**SECTION-II**

**GENERAL TERMS AND CONDITIONS OF THE CONTRACT**

**1.0 DEFINITION:**

The following terms and expressions shall have the meaning hereby assigned to them except where the context otherwise requires.

- i. 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 HQ at 9/1,DJ-Block, Sector-II, Salt lake, Kolkata-700091.
- ii. EXECUTIVE DIRECTOR / GENERAL MANAGER shall mean the Officer in administrative charge of BHEL, Power Sector Eastern Region at 9/1,DJ-Block, Sector-II, Salt Lake, Kolkata-700091.
- iii. "CONTRACTOR" shall mean the individual firm or Company who enters into this contract with BHEL and shall include their executors, administrators, successors and assigns.
- iv. "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.

- v. "MONTH" shall mean English Calendar month.
- vi. USE OF LAND: No premises belonging to BHEL either owned or hired shall be occupied by the contractor without the written permission of BHEL.

**2.0 COMMENCEMENT OF WORK:** As per Volume-II.

**3.0 MODE OF PAYMENT:** As per Volume-II.

**4.0 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 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.
- c) 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.
- d) In the event of any dispute of any nature, the decision of BHEL shall be final and binding on the contractor.

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

- a) The contractor shall comply with all state and central laws statutory rules, regulations as may be applicable from time to time, as may be prevalent or enacted by the Government during the tenure of the contract and having force or jurisdiction at the place of work. The contractor shall give to the local Government body, Police and other relevant authorities all such notices as may be required by law. The contractor shall also furnish proof of above compliance to the authority concerned as and when demanded by the BHEL authority.
- b) 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 deem fit.
- c) The contractor shall be responsible for provision of health and sanitary arrangements particularly described in Contract Labour Regulation & Abolition Act) safety precautions etc., as may be required for safe and satisfactory execution of this contract.
- d) The contractor shall be responsible for the proper behavior at the place of work and observance of all regulations by the staff employed by him.
- e) 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.
- f) 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.
- g) The contractor shall arrange and co-ordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises.
- h) All safety rules and codes applied by BHEL at the place of work shall be observed by the contractor without exception. The contractor shall be responsible for the safety of the equipment/materials and work to be performed by him and shall maintain all protection necessary for the purpose. The contractor shall also take precaution as may be indicated from time to time by BHEL with a view to prevent pilferage, accidents, fire hazard and due precaution shall be taken against fire hazards and atmospheric conditions.
- i) The contractor shall arrange for such safety devices as are necessary for this type of work under this contract.
- j) The contractor shall be directly responsible for payment of wages to his workmen.

**6.0 INSURANCE:**

- a) It is the sole responsibility of the contractor to insure his workmen against injury, disability and death while at work and to pay compensation to his workmen, if so happens. The contractor should have ESI registration for coverage of his workmen under ESI Scheme.
- b) If due to negligence and/or non-observance of the safety and other precaution any accident/injury takes place to any other person(s)/public, the contractor shall have to pay necessary compensation and other expenses, if so decided by the BHEL authorities.
- c) If due to contractor's carelessness, negligence or non-observance of safety precautions if there is any damage to BHEL's property and personnel should occur and if BHEL is unable to recover the cost in full from the Insurance Company, the balance will be recovered from the contractor.
- d) In the event of loss/theft of BHEL's property while in the custody of the contractor it will be the responsibility of the contractor to lodge F.I.R. with the local police authorities and furnish the details of F.I.R. to BHEL about loss/theft within 48 hours of the occurrence. This is for the purpose of lodging insurance claim. If BHEL is unable to recover the cost in full from the Insurance Company, the balance including deductible franchise wherever applicable will be recovered from the contractor.

**7.0 STRIKES & LOCKOUTS:**

The contractor will be fully responsible for any dispute and other issues connected with his employee. In the event of the contractor's employee resorting to strike BHEL shall have the right to get the work executed through any other agencies and the cost so incurred by BHEL shall be deducted from the contractor's running bill/(s).

**8.0 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.

**9.0 LAW GOVERNING THE CONTRACT AND COURT JURISDICTION: The contract shall be governed by the laws for the time being in force in the Republic of India. The Civil Court, having ordinary original civil jurisdiction in Kolkata shall alone have exclusive jurisdiction in regard to all claims in respect of this contract.**

**10.0 ARBITRATION & RECONCILIATION**

- 10.1 In case amicable settlement is not reached in the event of any dispute or difference arising out of the execution of the Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision by the Contractor in any manner touching upon the Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the sole arbitration of the arbitrator appointed by BHEL/In charge(Region)The award of the Arbitrator shall be binding upon the parties to the dispute Subject as aforesaid, the provisions of Arbitration and Reconciliation Act 1996 (India) or statutory modifications or reenactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of the arbitration shall be the place from which the contract is issued or such other place as the Arbitrator at his discretion may determine

- 10.2 In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:--
- 10.3 In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred to by either party to the arbitration of one of the arbitrators in the department of public enterprises. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively.
- 10.4 The cost of arbitration shall be borne equally by the parties.
- 10.5 Work under the contract shall be continued during the arbitration proceedings.

**11.0 DURATION OF CONTRACT/CONTRACT PERIOD:** As per Volume-II.

**12.0 TERMINATION OF CONTRACT:**

The contract may be terminated by BHEL after giving one month's notice to the contractor. The contractor will be required to give to BHEL advance notice of three months in writing for termination of this contract.

-----

**VOLUME-II:**

**SCOPE OF WORK & SPECIAL CONDITIONS OF THE CONTRACT(SCC)**

<b>1.0</b>	<b><u>NAME OF THE WORK :</u></b>
	<b>“ERECTION, TESTING AND COMMISSIONING OF 12KV BHEL MAKE VACUUM CIRCUIT BREAKER (VM12) INCLUDING SUPPLY OF ACCESSORIES as per SCOPE OF WORK &amp; SPECIAL CONDITIONS OF THE CONTRACT(SCC) AT BHEL BHAVAN,KOLKATA”.</b>
<b>2.0</b>	<b><u>SCOPE OF WORK :</u></b>
2.1	Erection of 12KV single panel BHEL make (VM12) switch gear at BHEL BHAVAN, 9/1, DJ Block, Sector-II, Salt Lake, Kolkata-700 091.
2.2	Supply, testing, laying, dressing & commissioning of 11KV 3x185 sq. mm XLPE cable under the scope of area : a) From WBSEDCL 11KV Switch gear to BHEL make Switch gear (VM12). b) From BHEL make VCB to 1000 KVA BHEL make Dry Type Transformer.
2.3	Supply of 11KV 3x185 sq. mm XLPE cable Indoor type End Termination Joint Kit and Jointing of 11KV 3x185 sq. mm XLPE cable's end terminals with proper tools & tackles.
2.4	Installation, testing and completion of total Earthing Process of the BHEL make 12KV (VM12) Vacuum Circuit Breaker with 100x50x6 mm MS Channel.
2.5	High Voltage testing & commissioning of High Tension equipment viz. 12KV VCB (BHEL make-VM12) & other accessories and submission of test report.
2.6	Completion of above said jobs from Sl. No. 2.1 to Sl. No. 2.5 satisfactorily and Switch ON the said BHEL make 12 KV (VM12) VCB at Full Load condition of BHEL Bhavan Successfully.
2.7	Synchronization of the said BHEL make 12KV Vacuum Circuit Breaker with BHEL Bhavan's Main Distribution Panel at Ground floor Electrical Control Room.
<b>3.0</b>	<b><u>SPECIAL CONDITIONS OF CONTRACT:</u></b>
3.1	The Scope of Work includes supply of all labour, technical personnel, materials and equipment for execution of work and getting necessary testing done, submitting test report, arranging

	supervision etc. and execution of the contract with major areas of works, detailed in this tender.
3.2	During the course of operation, if any unforeseen obstruction is encountered, due to which, shifting/re-work of the job is required, the quoted price shall deemed to have taken into account of all such additional implications and BHEL shall not pay or reimburse any additional amount for such jobs.
3.3	The Vendor will have to follow the provision of all local bye-laws/ Acts relating to work and to the regulations and bye-laws etc. of the Government and local authorities. The vendor have to make all applications required by the said Acts etc. and pay all fees including the charges for obtaining sanction from such authorities for execution of the works involved.
3.4	Vendor should complete the total job as per Sl. No. 2.0 within the contract period. But for completion of Sl. No. 2.6 & 2.7, one day Shut Down will be given from concerned BHEL Official as per BHEL's convenience, probably the shutdown will be provided on Second/Last Saturday/any Sunday within the contract period.
3.5	Vendor should co-ordinate with Central Electricity Authority (CEA) to get necessary Permissions/No Objection required for smooth & proper completion of the Job along with concerned BHEL Official.
3.6	Vendor should co-ordinate with WBSEDCL Officials for smooth completion of the job.
3.7	All consumables, tools & tackles required for the job shall be arranged by the contractor at his own cost.
3.8	Necessary Test Certificates of all the materials, wherever applicable, supplied by the contractor are to be inspected by BHEL Official prior to use of the same. Any material, which in opinion of BHEL is not confirming tender specification, IS Code or relevant standards aboard in practice; vendor shall forthwith remove such material from the site premises at his own cost. Vendor also shall replenish such material forthwith so that progress of the works in no case is affected for such rejection of material(s) by BHEL.
3.9	All T&Ps, lifting tackles, pulling devices to deploy by the contractor, must bear valued/ latest test certificates for their suitability and documents shall be preserved at site.
3.10	Contractor should bear in mind that services to be rendered are to be of the best quality and to the satisfaction of BHEL Official and accordingly, the manpower is to be deployed by the contractor. The Vendor is advised to visit and inspect the VCB & site before quoting their rates.
3.11	The contractor will ensure quality of work as per standard practice as per specifications and to the entire satisfaction of BHEL and will attend any problem of any nature whatsoever relating to the said VCB promptly. If situation so demands, the contractor will have to extend the services round the clock as and when required by call over telephone and should respond quickly within the shortest possible time to attend to any fault relating to the work detailed under "Scope of Work"
3.12	The contractor shall ensure that the manpower while at work is maintaining proper safety precautions. The contractor at their own cost shall insure their workmen against loss of life, injuries and other related hazards in compliance with Employee's Compensation Act and any other Act as applicable.
3.13	The contractor shall be liable to make good all damages, breakages etc. resulting from negligence of their workmen at their own cost.
3.14	Successful vendor will not be allowed to sublet the contract to any other vendor/agency unless specifically mentioned elsewhere in contract.
3.15	<b><u>ELECTRICITY:</u></b>
	BHEL shall provide free electricity for the construction purpose including illumination of the area of work. The contractor has to make necessary arrangement for drawing electricity from point to the starters.

3.16	<b><u>ISSUE OF MATERIALS:</u></b>
	No materials will be issued by BHEL for use in the work covered in this contract. It will be the responsibility of the Contractor to procure and supply all such materials from reputed vendor of such quality as acceptable to BHEL at his own cost and safely store the same, in his stores at the work site as per standard norms stipulated by the Indian Standards.
3.17	<b><u>CERTIFICATE TOWARDS COMPLETION:</u></b>
	The work under the scope of the contractor will be deemed to be completed in all respects only when it is certified by BHEL Engineer. The decision of BHEL shall be final and binding on the contractor.
3.18	<b><u>REMOVAL OF DEBRIS ETC:</u></b>
	All unused materials, debris and other materials which are beyond use shall be disposed of beyond the boundary wall at suitable location to be decided by the contractor as per local statutory rules and regulations. No separate payment shall be made in this regard to the contractor by BHEL, under any circumstance. Vendor to take specific note that while disposing off such materials beyond the boundaries of the project site, the systems, procedures and norms enforced by the Municipality Authority shall have to be adhered to at no extra cost to BHEL.
3.19	<b><u>WARRANTY/GUARANTEE:</u></b>
	Even though the work will be carried out under supervision of BHEL Officials, the contractor will be responsible for the quality of workmanship & quality of material/items for the job. The contractor shall guarantee/warranty the work executed under the scope of this contract for a <b>PERIOD OF 12 (TWELVE) MONTHS</b> from the date of completion of total works as certified by BHEL Engineer. In case the contractor fails to repair/replace the defective works within the time specified by the Engineer, BHEL may proceed to undertake the repairs/replace such defective works at contractor's risk and cost without prejudice to any other rights and recover the same from Security Deposit/other dues.
4.0	<b><u>QUANTITY VARIATION :</u></b>
	The quoted rates of each item will remain firm throughout the period of execution including extension, for reasons whatsoever, as long as variation in the total value of work executed under any part of this contract remains within ( $\pm$ 10%) of the contract price.
5.0	<b><u>COMMENCEMENT OF WORK:</u></b>
5.1	The contractor shall commence the work within the <b>TWO(02) days</b> from date of written clearance issued by BHEL HR department BHEL and shall proceed with the same with due expedition without any delay.
5.2	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. 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.
6.0	<b><u>PAYMENT TERMS:</u></b>
6.1	All payment due to the contractor shall be paid through Account Payee Cheque/RTGS only.
6.2	<b>100% Payment will be released to the contractor after successful completion of work certified by BHEL HR department and submission of bills by the contractor, generally within 30 (Thirty) days from the date of receipt of such bills subject to its correctness/completeness.</b>
6.3	All payments will be made to the contractor after deduction of Income Tax at source as applicable and prescribed under Income Tax Act/Rules from time to time.
6.4	All payment to the contractor will be made in Indian Currency only.

<b>7.0</b>	<b><u>NON-FULFILLMENT OF ANY CONTRACTUAL OBLIGATIONS</u></b>
7.1	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.
7.2	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.
7.3	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.
7.4	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.
7.5	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.
7.6	In the event of any dispute of any nature, the decision of BHEL shall be final and binding on the contractor.
<b>8.0</b>	<b><u>CONSEQUENCES OF CANCELLATION</u></b>
	Whenever BHEL exercises its authority to terminate this contract/withdraw a portion of work under the clause 3 they may complete the work by any means at the contractor's risk and expenses provided that in the event of the cost of completion (as certified by the site engineer which is final and conclusive) being less than the contract cost the advantage shall accrue to BHEL and that if the cost of completion exceeds the money due to the contractor under the contract, the contractor shall either pay the excess amount ordered by BHEL or the same shall be recovered in addition to the forfeiture of security deposit and recovery of liquidated damage as per relevant clauses. In case BHEL completes the work under the provisions of this condition, cost of such completion to be taken into account in determining excess cost to be charged to the contract under this condition, shall consist of materials purchased and/or labour, provided by BHEL with an addition of such percentage to cover supervision and establishment charges as may be decided by BHEL.
<b>9.0</b>	<b><u>WORK COMPLETION SCHEDULE:</u></b>
9.1	Vendor has to complete the supply, installation, testing, commissioning & completion of the total job <b>WITHIN 30 DAYS FROM THE DATE OF WRITTEN CLEARANCE FROM BHEL HR DEPARTMENT as per Sl.No.5.0 of SCC.</b> Written clearance from BHEL shall be issued after placement of LOI.
9.2	Late delivery/penalty or down time is applicable as per tender.
9.3	Way bill may be given for Delivery of the Materials (if needed).
<b>10.0</b>	<b><u>PENALTY/LIQUIDATED DAMAGE :</u></b>
	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 an amount equal to <b>0.1% per day of the total contract value subject to a maximum of 5% of the total contract value.</b> The liability for delay shall not in any case exceed 5 % (five 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.
<b>11.0</b>	<b><u>RIGHTS OF BHEL :</u></b>
	BHEL reserves the following rights in respect of this contract without entitling the contractor for any compensation :-
11.1	To terminate the contract any time by giving one month's notice without assigning any reasons thereof.
11.2	To recover any money due from the contractor on any account due to the contractor, under this contract or any other contract or from Security Deposit.

11.3	To effect recovery of any amount due from the contractor under this or any other contract etc. or in any other form, the sum money BHEL is forced to pay anybody due to contractor's failure to fulfill any of his obligations.
11.4	In the event of any dispute of any nature, the decision of BHEL shall be final and binding on the contractor.
<b>12.0</b>	<b><u>TAXES AND DUTIES :</u></b>
	<p>TDS under Income Tax and VAT shall be deducted at prevailing rates on Gross Invoice Value from the Running Bills.</p> <p>All Taxes excluding (Service Tax , Educational Cess and other Cess) , Works Contract Tax under state VAT Act, charges royalties, duties, , 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.</p> <p>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 after taking the Input Credit, if any, as per provisions of the State VAT Act. The contractor is responsible to furnish all documentary evidences towards payment of Works Contract Tax as &amp; when required by BHEL. Submission of Tax Invoice is a must after Grossing up the Bills as the price is inclusive of VAT. Vendor is responsible to furnish all documentary evidences towards payment of Works Contract Tax as and when required by BHEL .</p> <p>Way Bill : No way Bill will be provided by BHEL for bringing materials from outside State to West Bengal State .</p> <p>The Bidder has to make their own arrangement at their cost for completing the formalities, if required, with State VAT Act Authorities, for bringing their materials, plants &amp; machinery at site for execution of the works under this contract, Road Permit/ Way Bill ( FORM -50 ) , if required, shall be arranged by the contractor and BHEL will not supply any Road Permit/ Way Bill for this purpose. The contractor must be a Registered Dealer with the Sate VAT Act, if not registered yet and a copy of the said Registration Certificate along with TIN number must be provided to site RAO/ BHEL .</p> <p><b>SERVICE TAX:</b></p> <p>The subject service is "works contract" as per Sec. 65B (54) of the Finance Act, 1994. Service Tax as legally leviable &amp; payable by vendor under the above provisions of Finance Act, 1994 shall be reimbursed by BHEL on production of G.A.R-7 Challan .</p> <p>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 @ 50 % as per law .</p> <p>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(AACB4146PST005) of BHEL-PSER ; the description and value of taxable service provided; and the service tax payable thereon by the Bidder. Copy of the same enclosed for ready reference.</p> <p>You shall furnish proof of Service Tax registration (ST-2) with Central Excise Division covering the Services . Registration should also bear endorsement for the premises from where the billing shall be done by you on BHEL for this Project.</p> <p>BHEL will not be held to be responsible for non-compliance of various Service Tax Rules, being framed from time to time.</p> <p>Rule 2A. Determination of Value of Service Portion in the execution of a Works Contract vide Notification 24/2012 S.,T dated 06.06.2012 .</p> <p>Subject to the provisions of Section 67 , the value of Service portion in the execution of Works Contract , referred to in clause ( h) of Section 66E of the Act , shall be determined in the following manner , namely ;</p> <p>i) Value of Service portion in the execution of Works Contract shall be equivalent to the Gross amount charged for Works Contract less the value of property in goods transferred in the execution of Works Contract.Hence , the Bidder should take note of Service Tax Liability on the Services Portion only.Point of Taxation Rule, 2011 has come into operation from 01-04-2011. 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.Vendors must take</p>

	<p>adequate care and cautions w.r.t "Point of Taxation Rule,2012" as otherwise both the Vendors ( for non-compliance ) will suffer.New taxes &amp; duties, if imposed subsequent to due date of offer submission as per NIT &amp; 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.</p>
--	--

---

**VOLUME-III: (UN-PRICED AND PRICE SCHEDULE)**

**JOB:“ERECTION, TESTING AND COMMISSIONING OF 12KV BHEL MAKE VACUUM CIRCUIT BREAKER (VM12) INCLUDING SUPPLY OF ACCESSORIES as per VOLUME-II AT BHEL BHAVAN,KOLKATA”.**

**PREAMBLE**

01. This preamble forms part of tender document and schedule of items. The tenderer should read this preamble carefully in respect of rates for various items. Clauses under this preamble shall be read in conjunction with all Volumes/Parts of tender together with subsequent changes/ modifications etc thereto as applicable as on date of submission of price offer.
02. The work shall be carried out strictly as per specifications, description of the items in these schedule and/ or BHEL instructions.
03. Items of work provided in this schedule but not covered in this specification shall be executed strictly as per instruction of BHEL.
04. Rates shall be quoted in figures and in words in clear legible writing. No overwriting is permitted.
05. BHEL's decision shall be final and binding on the contractor regarding clarification of items in the schedule with respect to the other parts of the contract.
06. 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.
07. Rates shall be quoted in figures (in Whole Number Only) 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. Bidders to quote rate in all the applicable columns of Price Schedule, no column (which is/are to be filled) should be left blank. Any column (which is/are to be filled) of Price Schedule is left blank, rate for the same shall be construed as included in total quoted price.
08. The quoted rates of each item will remain firm throughout the period of execution including extension, for reasons whatsoever, as long as variation in the total value of work executed under any part of this contract remains within ( $\pm 10\%$ ) of the contract price.
09. EVALUATION WILL BE ON THE “**C.TOTAL PRICE FOR (SUPPLY + SERVICE) = P3 (i.e. P1+P2)**”.

SIGNATURE OF THE TENDERER & DATE:  
NAME, DESIGNATION & SEAL:

**VOLUME-III:UN-PRICED PRICE SCHEDULE: (BIDDER TO MENTION "QUOTED" OR "NOT-QUOTED" IN THE PRICE/RATE COLUMN)****JOB:"ERECTION, TESTING AND COMMISSIONING OF 12KV BHEL MAKE VACUUM CIRCUIT BREAKER (VM12) INCLUDING SUPPLY OF ACCESSORIES as per VOLUME-II AT BHEL BHAVAN,KOLKATA".****A. SUPPLY:**

SI	ITEM DESCRIPTION	Quantity (‘q’)	UOM	Unit Basic Price (Rs.) (‘p’)	Taxes & Duties per unit (% & amount) (‘t’)	Other charges per unit (if any) (‘o’)	ALL INCLUSIVE UNIT F.O.R. PRICE (in Rs) ‘x’=‘p’ +‘t’+ ‘o’	ALL INCLUSIVE TOTAL F.O.R. PRICE (in Rs.) (‘x’X‘q’)
a	Supply of 11KV 3x185 sq. mm XLPE cable (Make: Crystal/Havells)	15	Meter					(Say ‘a’)
b	Supply of 11KV 3x185 sq. mm XLPE cable Indoor type End Termination Joint Kit (Make : 3M)	3	Number					(Say ‘b’)
c	Supply of 100x50x6 mm MS Channel	30	Kg					(Say ‘c’)
<b>ALL INCLUSIVE TOTAL F.O.R. PRICE FOR SUPPLY i.e</b> <b>“P1’=‘a’ +‘b’ +‘c’</b>						Rs..... (In words..... <b>(Say ‘P1’)</b>		

**B. SERVICE (ERECTION, TESTING AND COMMISSIONING AS DEFINED IN TECHNICAL SPECIFICATION AND SPECIAL CONDITIONS OF CONTRACT (SCC)):**

ITEM DESCRIPTION	Quantity	UOM	LUMP SUM CHARGES (IN RS.) INCLUDING ALL TAXES & DUTIES EXCLUDING SERVICE TAX ALONG WITH SWACHH BHARAT CESS.
a. Erection of 12KV single panel switch gear b. Laying, dressing, testing & commissioning of 11KV 3x185 sq. mm XLPE cable. c. Installation & commissioning of 11KV 3x185 sq. mm XLPE cable Indoor type End Termination Joint Kit (Make: 3M). d. Installation, testing & completion of total Earthing process. e. High Voltage testing & commissioning of High Tension equipment viz. 12KV VCB (BHEL make-VM12) & other accessories and submission of test report.	1	Lot	Rs..... (In words..... <b>(Say ‘P2’)</b>

**C. TOTAL PRICE FOR (SUPPLY + SERVICE) = P3 (i.e. P1+P2)****This is the evaluation criteria.**Rs.....  
(In words.....  
**‘P1’+‘P2’ (Say ‘P3’)****SERVICE TAX & SWACHH BHARAT CESS SHALL BE PAYABLE EXTRA, AS APPLICABLE.****SIGNATURE OF THE BIDDER WITH SEAL AND DATE**

**VOLUME-III:PRICE SCHEDULE**

**JOB:“ERECTION, TESTING AND COMMISSIONING OF 12KV BHEL MAKE VACUUM CIRCUIT BREAKER (VM12) BREAKER INCLUDING SUPPLY OF ACCESSORIES as per PART-C AT BHEL BHAVAN,KOLKATA”.**

<b>A. SUPPLY:</b>								
SI	ITEM DESCRIPTION	Quantity (‘q’)	UOM	Unit Basic Price (Rs.) (‘p’)	Taxes & Duties per unit (% & amount) (‘t’)	Other charges per unit (if any) (‘o’)	ALL INCLUSIVE UNIT F.O.R. PRICE (in Rs) ‘x’=‘p’ +‘t’+ ‘o’	ALL INCLUSIVE TOTAL F.O.R. PRICE (in Rs.) (‘x’X‘q’)
a	Supply of 11KV 3x185 sq. mm XLPE cable (Make: Crystal/Havells)	15	Meter					(Say ‘a’)
b	Supply of 11KV 3x185 sq. mm XLPE cable Indoor type End Termination Joint Kit (Make : 3M)	3	Number					(Say ‘b’)
c	Supply of 100x50x6 mm MS Channel	30	Kg					(Say ‘c’)
<b>ALL INCLUSIVE TOTAL F.O.R. PRICE FOR SUPPLY i.e</b> <b>“P1’=‘a’ +‘b’ +‘c’</b>						Rs..... (In words..... <b>(Say ‘P1’)</b>		
<b>C. SERVICE (ERECTION, TESTING AND COMMISSIONING AS DEFINED IN TECHNICAL SPECIFICATION AND SPECIAL CONDITIONS OF CONTRACT (SCC)):</b>								
ITEM DESCRIPTION	Quantity	UOM	LUMP SUM CHARGES (IN RS.) INCLUDING ALL TAXES & DUTIES EXCLUDING SERVICE TAX ALONG WITH SWACHH BHARAT CESS.					
f. Erection of 12KV single panel switch gear g. Laying, dressing, testing & commissioning of 11KV 3x185 sq. mm XLPE cable. h. Installation & commissioning of 11KV 3x185 sq. mm XLPE cable Indoor type End Termination Joint Kit (Make: 3M). i. Installation, testing & completion of total Earthing process. j. High Voltage testing & commissioning of High Tension equipment viz. 12KV VCB (BHEL make-VM12) & other accessories and submission of test report.	1	Lot	Rs..... (In words..... <b>(Say ‘P2’)</b>					
<b>C. TOTAL PRICE FOR (SUPPLY + SERVICE) = P3 (i.e. P1+P2)</b> <b>This is the evaluation criteria.</b>						Rs..... (In words..... <b>‘P1’+‘P2’ (Say ‘P3’)</b>		
<b>SERVICE TAX &amp; SWACHH BHARAT CESS SHALL BE PAYABLE EXTRA, AS APPLICABLE.</b>								

SIGNATURE OF THE BIDDER WITH SEAL AND DATE

**PART-H**  
**FORMS AND PROCEDURES**

F-01**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 forbear 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<sup>2</sup>** > 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.

**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.**

**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

<b>FAX NO.</b>
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*

-----