



## Bharat Heavy Electricals Limited

(A Govt. Of India Undertaking)

### Power Sector, Eastern Region

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

Phone : (033) 23211690, 23398220, FAX : (033) 23211960

E-TENDER ENQUIRY NO.: PSER:PUR:PMX:366(I):125 (ENQ:17:PP:0015:PUR:156) Date 28/02/2018.

### NOTICE INVITING TENDER

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

#### Salient Features of NIT

SL NO	ISSUE	DESCRIPTION	
i	E-TENDER NUMBER	PSER:PUR:PMX:366(I):125 (ENQ:17:PP:0015:PUR:156) Date 28/02/2018	
ii	Broad Scope of job	"SUPPLY OF GI & SS WIRE AT BHEL: PSER's IB TPS, BANAHARPALLI SITE, ODISHA."	
iii	DETAILS OF TENDER DOCUMENT		
a.	PART - B	GENERAL CONDITIONS OF CONTRACT (GCC)	Applicable
b.	Volume-IB	General Conditions of Contract (Services)	Not Applicable
c.	PART-C	TECHNICAL SPECIFICATIONS AND SPECIAL CONDITIONS OF CONTRACT (SCC)	Applicable
d.	PART- H	FORMS AND PROCEDURES ETC.	Applicable
e.	Volume-IF	Technical Conditions of Contract (TCC)	Not Applicable
f.	Volume-II	Technical Specification:	Not Applicable
g.	Volume-III	PRICE SCHEDULE	Applicable
iv	ISSUE OF TENDER DOCUMENTS	a) Online through e-procurement platform at <a href="https://bheleps.buyjunction.in">https://bheleps.buyjunction.in</a> b) in BHEL website ( <a href="http://www.bhel.com">www.bhel.com</a> , <a href="http://www.jantermanter.com">www.jantermanter.com</a> & CPP Portal) : For tender view purpose only	Applicable
v	DUE DATE & TIME OF OFFER SUBMISSION	Date: 07-03-2018, Time: 15-00 Hrs. (Offer to be submitted online only through e-procurement platform at <a href="https://bheleps.buyjunction.in">https://bheleps.buyjunction.in</a> )	Applicable
vi	TECHNO-COMMERCIAL BID OPENING OF TENDER	Date: 07-03-2018, Time: 16-00 Hrs. (online only through e-procurement platform at <a href="https://bheleps.buyjunction.in">https://bheleps.buyjunction.in</a> , participating bidders may witness the same online only)	Applicable
vii	EMD AMOUNT	INR 12,000.00 (Indian Rupees Twelve Thousand only) [To be submitted in the form and manner as mentioned below]	Applicable
viii	COST OF TENDER	--	Not Applicable

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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

फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : (033) 23398220

ix	LAST DATE FOR SEEKING CLARIFICATION	Date: 05-03-2018 Along with soft version also, addressing to undersigned (in email) as per contact address given below	Applicable
x	SCHEDULE OF PRE BID DISCUSSION (PBD)	Not Applicable	Not Applicable. (In case BHEL decides to conduct PBD, date, time & venue of PBD will be intimated suitably thru TCN)
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	Not Applicable	Not Applicable
xii	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage ( <a href="http://www.bhel.com">www.bhel.com</a> →Tender Notifications →View Corrigendums & <a href="http://www.jantermanter.com/">www.jantermanter.com/ CPP portal</a> →Tender Notice & E-PROCUREMENT PORTAL <a href="https://bheleps.buyjunction.in">https://bheleps.buyjunction.in</a> ) and not in the newspapers. Bidders to keep themselves updated with all such information.	Shall be intimated to bidder

1.0 The offer shall be submitted as per the instructions of tender document. Only One set of tender document (in original, downloaded from website) signed by authorised company rep. of bidder and stamped on each page shall be submitted as detailed further, as given below. Bidders to note specifically that all pages of tender document, including these NIT pages etc. appearing in the website for this particular tender shall be submitted by them (after signing/stamping on each page) as a part of their offer. **Price shall not be mentioned by them anywhere in the techno-commercial portion of offer. Price shall be mentioned in the relevant price schedule only and to be submitted in e-procurement portal/platform in the form and manner mentioned in tender. In case of E-PROCUREMENT ASSISTANCE & TRAINING, BIDDERS MAY CONTACT M/s Mjunction Services Limited (herein after called as MJUNCTION) HELPDESK PHONE NO. 033-66011717 (BETWEEN 9:30 AM TILL 5:30 PM) & 9163348280/83/84/85/86, 8584008116, 8584008205, 8336925964 (FROM 5:30 PM TO 8:30 PM) or for any difficulty in downloading the tender from internet website, they should contact this office (DGM, Purchase or AGM, Purchase Phone no. 033-23211690/23398220/8224). No alteration/changes by bidders is permitted in the tender/NIT appeared in the website.**

2.0 Successful bidder shall have to submit additional set of tender/sign on tender document provided by BHEL, if so decided by BHEL.

3.0 Earnest Money Deposit (EMD) of **INR 12,000.00 (Indian Rupees Twelve Thousand only)**, in the form & manner prescribed in tender, shall be submitted by bidder as mentioned below, failing which the bidder's offer is liable for rejection.

**SCAN COPY OF DOCUMENTS IN SUPPORT OF SUBMISSION OF EMD TO BE UPLOADED ALONG WITH TECHNO-COMMERCIAL OFFER IN MJUNCTION E-PROCUREMENT PORTAL/PLATFORM. IN CASE OF EMD SUBMISSION THROUGH BANKER'S CHEQUE/PAY ORDER/DEMAND DRAFT, SAME TO BE SUBMITTED IN SEALED ENVELOPE (SUPERSCRIBING TENDER REFERENCE) TO HEAD-PURCHASE/ASST. ENGINEER/PURCHASE, BHEL BHAWAN, DJ-9/1, SECTOR-2, KARUNAMOYEE, SALT LAKE CITY, KOLKATA-700091, WEST BENGAL PRIOR TO LATEST DUE DATE OF SUBMISSION OF OFFER.**

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**EARNEST MONEY DEPOSIT (EMD):**

- 3.1 Every tender Must be accompanied by the prescribed amount of Earnest Money Deposit in any one of the following forms:
- 3.1.1 **Cash deposit as permissible under the extant Income Tax Act** (Before tender opening) - The amount should be remitted by the party to the Cashier of Bharat Heavy Electricals Limited, PS-ER, Kolkata between 14.00 hours and 16.00 hours on working days and cash receipt issued by him shall be enclosed along with the tender.
- 3.1.2 **Electronic Fund Transfer** credited in Bharat Heavy Electricals Limited, PS-ER' account (before tender opening). RTGS details of BHEL-PSER is available in tender.
- 3.1.3 **Banker's Cheque/Pay Order/Demand Draft** payable at Kolkata duly pledged in Favour of Bharat Heavy Electricals Limited, Kolkata (along with offer).
- 3.1.4 **Any other mode as per latest guidelines issued by Govt. of India.**
- 3.2 Tenders received without Earnest Money in full in the manner prescribed above are liable to be rejected. EMD shall not carry any interest.
- 3.3 The Earnest Money Deposit of the successful tenderer will be retained as part of Security Deposit.
- 3.4 EMD given by all unsuccessful tenderers shall be refunded normally within 15 days of award of work.
- 3.5 BHEL reserves the right of forfeiture of Earnest Money Deposit submitted by the tenderer if :-
- a) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- b) The Contractor fails to deposit the required Security Deposit or commence the work within the period as per LOI/Contract.

EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/contractors" and forfeited/released based on the action as determined under these guidelines".

**4.0 SECURITY DEPOSIT (SD):**

- 4.1 Security Deposit means the security provided by the contractor towards fulfilment of any obligations in terms of the provisions of the contract. Upon acceptance of tender, the successful tenderer within the time specified in the Letter of Intent must deposit the required amount towards Security Deposit before start of the work. The Security Deposit shall not carry any interest.
- 4.2 The total amount of **Security Deposit will be 5% (Five percent) of the contract value.** EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.
- 4.3 If the value of the work done at any time exceeds the accepted agreement value, the Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall immediately be deposited by the contractor or recovered from payments due to the contractor.

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- 4.4 Regarding adjustment of Earnest Money Deposit towards part of Security Deposit, refer clause 4.2 above, the successful tenderer shall not commence any work under the contract before remitting the Security Deposit except as directed by BHEL.
- 4.5 Failure to deposit the Security within the stipulated time may lead to forfeiture of Earnest Money and cancellation of the award of work.
- 4.6 The balance amount to make up the required Security Deposit of 5% of the contract value may be furnished in any one of the following forms:
- i) Cash (as permissible under the Income Tax Act)
  - ii) Local cheques of scheduled banks (subject to realization)/Pay Order/Demand Draft/Electronic Fund Transfer credited in Bharat Heavy Electricals Limited, PS-ER' account.
  - iii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL. Bank Guarantee for S.D. must be posted by the Bank by registered post directly to us, and it should not be submitted by the bidder directly to us.
  - iv) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the contractor, A/C BHEL).
  - v) Securities available from Indian Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/hypothecated/ pledged, as applicable, in favour of BHEL).
  - vi) Any other mode as per latest guidelines issued by Govt. of India.

Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

4.7 **Collection of Security Deposit:**

- 4.7.1 The successful tenderer shall have to furnish a Security Deposit Bank Guarantee (SDBG) for an amount of 5% of the total P.O. value in the prescribed format within 10 (Ten) days from the date of placement of Letter of Intent. SDBG shall be from Consortium Banks of BHEL/ from a reputed Bank and confirmed by any consortium Bank of BHEL/ Schedule Banks/Public Financial Institutions as defined in the Companies Act. All Bank charges on account of issuance and confirmation of SDBG whether incurred in India or outside India will have to be borne by the vendor.

SDBG shall be submitted by vendor within 10 (Ten) days from the date of placement of Letter of Intent & to be kept valid up to completion of supply.

- 4.7.2 If the value of the work done at any time exceeds the accepted agreement value, the Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall immediately be deposited by the contractor or recovered from payments due to the contractor.
- 4.7.3 The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, subject to approval of BHEL.
- 4.7.4 Security Deposit should cover up to the period of guarantee also.
- 4.8 BHEL reserves the right of forfeiture of Security Deposit in addition to other claim and penalties in the event of the contractor's failure to fulfil any of the contractual obligations including statutory or in the event of termination of contract as per terms and conditions of contract.

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4.9 Return of Security Deposit:

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 return properties belonging to BHEL handed over, lent or hired by him for carrying out the said works the security deposit will be released to the contractor after deducting all costs or expenses or other contracts entered into with the contractor, only after the satisfactory completion or guarantee period.

4.10 No interest shall be payable by BHEL on Earnest Money / Security Deposit or any money due to the contractor from BHEL.

4.11 In no case Security Deposit can be released before settling all claims under this contract.

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.**
- The EMD shall be enclosed with the Techno-Commercial Bid in the form and manner as mentioned above.

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

OFFER DESCRIPTION	DOCUMENTS TO BE UPLOADED & MODALITY OF UPLOADING
<b>TECHNICAL OFFER</b>	1.Scanned copy of Covering letter of offer (To be attached in <b>Attachment</b> section) 2. Scanned copy of Entire tender documents signed & stamped in each page by authorized representative of the bidder except price bid (To be attached in <b>Attachment</b> section). 3. Scanned copy of Techno-Commercial Offer (To be attached in <b>Attachment</b> section) 4. Duly filled all annexures except price & un-priced format (To be attached in <b>Attachment</b> section). 5. Copy of records notes of Pre Bid Conference, if applicable/ pre-bid MOM. (To be attached in <b>Attachment</b> section) 6. Copy of Tender change notice (TCN), if applicable (To be attached in <b>Attachment</b> section) 7. All supporting documents/ Annexures etc. as applicable (To be attached in <b>Attachment</b> section). 8. No deviation certificate in bidder's letterhead as per format given in Tender (To be attached in <b>Attachment</b> section).
<b>PRE-QUALIFICATION PART</b>	9. Pre-qualifying documents with all credentials as per tender. (To be attached in PQ <b>Attachment</b> section)
<b>UNPRICED PRICE BID</b>	10. Price schedule – Un-priced but mentioning only quoted / unquoted against each item as per tender. (To be attached in Un-priced bid Attachment section)

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<b>PRICE BID</b>	11. Duly filled in Price Schedule as per tender. (To be attached in price bid <b>Attachment</b> section) Any other document uploaded in the price bid, apart from tendered Price schedule, shall not be taken into cognizance for evaluation of offer.
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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.**
- 6.0 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.
- 7.0 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.
- 8.0 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.
- 9.0 You are free to visit the site and study the prevailing site condition including law & order etc. before quoting (if applicable).
- 10.0 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 05-03-2018.**
- 11.0 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.
- 12.0 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.
- 13.0 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.
- 14.0 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.
- 15.0 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.

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16.0 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.

17.0 Taxes and duties shall be as per tender.

18.0 Bidders are required to submit their BEST price as per tender Price Schedule format in e-procurement portal/platform in the form & manner as mentioned in tender.

19.0 Overwriting or erasures should be avoided. Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection

**20.0 "BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com)) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno- commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non- acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.**

**21.0 Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on [www.bhel.com](http://www.bhel.com) ).**

**22.0 The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.**

**In case of enquiry through e-procurement portal/platform, the sealed electronic price bid (e-bid) is to be treated as sealed envelope bid.**

**23.0 If it is found that L1 bidder has quoted higher in online seal bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on [www.bhel.com](http://www.bhel.com)).**

24.0 Reverse Auction is the type of auction typically conducted to buy goods / items over Internet in which the lowest price bidder wins. In case, the bidders are willing to know the details about the methodology, they may please contact HEAD/PURCHASE OR DY. ENGINEER /PURCHASE, BHEL, KOLKATA.

**25.0 However, if Reverse Auction process is not adopted or Reverse Auction is unsuccessful as defined in the RA rules/procedures, or for whatsoever reason, then the 'PRICE BID' and price impacts (if any), already submitted in e-procurement portal/platform, submitted by the bidder shall be opened for deciding the successful bidder, as per BHEL's standard practice. BHEL's decision in this regard will be final and binding on bidder.**

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- 26.0 Bidders are requested to note that the accepted / agreed tender terms (technical, commercial or on Reverse Auction) in their original offer can not be altered / withdrawn by their own during the processing of tender.
- 27.0 "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)".
- 28.0 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.
- 29.0 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).
- 30.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 31.0 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.
- 32.0 Indian suppliers, falling under the purview of Public procurement (preference to make in India) order 2017 by Govt. of India, vide order no. P-45021/2/2017-B.E.-II dated 15th June, 2017, & all subsequent clarifications can avail the intended benefits, as per provisions of the order subject to minimum local content shall be 50% , margin of Purchase preference shall be 20% & modality of preference to make in India shall be as per aforesaid order.**  
**Any Indian Bidder intending to avail the benefits as shall submit the requisite documents as per the aforesaid order.**
- 33.0 "MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) /Udyog Aadhar Memorandum(UAM) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure -VI where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender .is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer."

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

Type under MSME	SC/ST owned	Others
Micro		
Small		
Medium		

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

**34.0 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 - Volume-III
- d. TECHNICAL SPECIFICATIONS AND SPECIAL CONDITION OF CONTRACT - PART-C
- e. GENERAL CONDITIONS OF CONTRACT (GCC) - PART-B
- f. Forms and Procedures - PART- H

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

for BHARAT HEAVY ELECTRICALS LTD.

DGM (PURCHASE)

Agency	Contact details	
BHEL, PSER, Kolkata	Address	BHARAT HEAVY ELECTRICALS LIMITED, POWER SECTOR- EASTERN REGION, 2ND FLOOR, BLOCK-DJ, PLOT-9/1, SECTOR, SALT LAKE CITY, KOLKATA-700 091
	Phone no.	033-23398223, 23398220, 23211690
	FAX no.	033-23211960
	E-mail ID	<a href="mailto:avijitpan@bhel.in">avijitpan@bhel.in</a> , <a href="mailto:sukhen@bhel.in">sukhen@bhel.in</a>
M/s Mjunction Services Limited	<b>For E-PROCUREMENT ASSISTANCE &amp; TRAINING, MJUNCTION HELPDESK PHONE NO. 033-66011717 (BETWEEN 9:30 AM TILL 5:30 PM) &amp; 9163348280/83/84/85/86, 8584008116, 8584008205, 8336925964 (FROM 5:30 PM TO 8:30 PM)</b>	

**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

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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

फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : (033) 23398220

**ANNEXURE – I**

**PRE-QUALIFICATION CRITERIA**

JOB	"SUPPLY OF GI & SS WIRE AT BHEL: PSER's IB TPS, BANAHARPALLI SITE, ODISHA."
E-TENDER REF. NO.	PSER:PUR:PMX:366(I):125 (ENQ:17:PP:0015:PUR:156) Date 28/02/2018

1. THE BIDDER SHOULD HAVE SUPPLIED MINIMUM 1800 KG OF GI WIRE DIA 1.219MM AS PER IS:280, 600 KG OF GI WIRE DIA 0.711MM AS PER IS:280 & 300 KG OF SS WIRE DIA 1.02MM AS PER AISI 304 TO ANY GOVT/PSU/REPUTED ORGANISATIONS IN LAST THREE YEARS ENDING ON LAST DATE OF BID SUBMISSION.

ALL RELEVANT DOCS TO BE SUBMITTED IN SUPPORT OF THE ABOVE.

2. BIDDER SHOULD HAVE AN AVERAGE ANNUAL FINANCIAL TURNOVER OF **Rs. 1.80 LAKH** DURING THE LAST THREE YEARS, ENDING ON 31-03-2017 AND SHOULD SUBMIT THEIR AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT IN SUPPORT OF THE SAME.

IN CASE AUDITED FINANCIAL STATEMENTS HAVE NOT BEEN SUBMITTED FOR ALL THE THREE YEARS AS INDICATED ABOVE, THEN THE APPLICABLE AUDITED STATEMENTS SUBMITTED BY THE BIDDERS AGAINST ABOVE 3 (THREE) YEARS, WILL BE AVERAGED FOR 3 (THREE) YEARS.

IF FINANCIAL STATEMENTS ARE NOT REQUIRED TO BE AUDITED STATUTORILY, THEN INSTEAD OF AUDITED FINANCIAL STATEMENTS, FINANCIAL STATEMENTS ARE REQUIRED TO BE CERTIFIED BY THE CHARTERED ACCOUNTANT.

3. BIDDER SHOULD SUBMIT VALID PERMANENT ACCOUNT NUMBER (PAN).

**NOTE:**

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

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**ANNEXURE - II**

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

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

Sub	No Deviation Certificate.	
Job	"SUPPLY OF GI & SS WIRE AT BHEL: PSER's IB TPS, BANAHARPALLI SITE, ODISHA."	
Ref	1.0	PSER:PUR:PMX:366(I):125 (ENQ:17:PP:0015:PUR:156) Date 28/02/2018.
	2.0	Other references (if any).

Dear Sirs,

With reference to above, this is to confirm you that we have gone through each and every terms and conditions mentioned in the enquiry (Terms and conditions) and we offer our unqualified acceptance of the same. We also confirm that we have not changed/ modified the tender documents as appeared in the website/ issued by you and in case of such 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. We hereby confirm our unqualified acceptance to all terms & conditions, unqualified compliance to technical specification, integrity pact (if applicable) and acceptance to reverse auctioning process.

It is also confirmed that the price has been quoted in the format received with the enquiry.

In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void.

(Signature of bidder)  
with Seal

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**ANNEXURE - III**

**FORMAT FOR SEEKING CLARIFICATION**

<b>JOB</b>	"SUPPLY OF GI & SS WIRE AT BHEL: PSER's IB TPS, BANAHARPALLI SITE, ODISHA."
<b>E-TENDER REF. NO.</b>	PSER:PUR:PMX:366(I):125 (ENQ:17:PP:0015:PUR:156) Date 28/02/2018

Sl. No.	Reference clause of tender document	Existing provision	Bidder's query	BHEL's clarification

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**ANNEXURE-IV**

**General Terms & Conditions of Reverse Auction**

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

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

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16. In case H1 bidder happen to be MSE and was removed from further bidding but is within L1 + 15% band, then this bid shall also be considered and to be processed in line with 'Public Procurement Policy for Micro & Small Enterprises (MSEs) order, 2012'.

**ANNEXURE-V**

1.0	<b><u>Suspension of Business dealings with Suppliers/ Contractors</u></b>
1.1	BHEL reserves the right to take action against Suppliers/ Contractors who fail to perform or indulge in malpractices, by suspending business dealings with them.
1.2	<p>Suspension of business dealings with Suppliers/ Contractors could be in the form of following: --</p> <p><b>a) Hold within the unit for specific item(s)/ material category(ies)/ type of work(s) for one year.</b></p> <p><b>b) Hold within the unit for all item(s)/ material category(ies)/ type of work(s) for two years</b></p> <p><b>c) Banning across BHEL for all items/ material category(ies)/ type of work(s) for three years.</b></p> <p>The Supplier may be either put on hold or banned, as detailed hereinafter on the basis of one or more of the category wise reasons as enumerated hereunder.</p>

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1.3	<p><b>Hold within the unit for a specific item(s)/ material category(ies)/ type of work(s) shall be imposed in the following cases, if</b></p> <p>i) In the last three consecutive supplies of a specific material category, average quality rating, as provided in the supplier performance rating (SPR) as per SEARP, falls below 80% of the quality weightage. This is irrespective of supplies against PO(s) having single/ multiple delivery schedules.</p> <p>Note: Not applicable in cases for erection works of Power Sector Regions, where separate guidelines for evaluation of capacity of bidders is being followed.</p> <p>ii) Two consecutive delays, for reasons of delay attributed to the Supplier, in execution of the contracts where delay occurred is such that</p> <p style="margin-left: 20px;">a) prescribed maximum LD time limits of the contracts is exceeded or</p> <p style="margin-left: 20px;">b) delay period has equaled/ exceeded half the original delivery period specified in the contracts whichever among the above is earlier.</p> <p>iii)</p> <p style="margin-left: 20px;">a) Overall SPR (Supplier Performance Rating) in that particular Unit in line with SEARP falls below 60% of the specific material category.</p> <p style="margin-left: 20px;">b) Bids of contractors (in PS-MSX portal) shall not be considered (if average score of last six months falls 60% or below as per guidelines for evaluation of capacity of bidders formula).</p> <p>Note: – for (b), No specific period of hold shall be applicable.</p> <p>iv) Supplier works are under strike/ lockout for a period of more than three months.</p>
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1.3	<p><b>Hold within the unit for all item(s)/material category(ies)/ type of work(s) shall be put in the following cases, if</b></p> <p>i) Supplier tampers with tendering procedure affecting ordering process.</p> <p>ii) Supplier has misused BHEL documents/ drawings/ technical information or has breached the confidentiality agreement with BHEL.</p> <p>iii) after placement of order, Supplier fails to execute the contract.</p> <p>iv) within warranty period as per contract, Supplier continues to supply low/ less/ non-performing equipment/ services, repetitive failures, remains non-responsive.</p> <p>v) Wherever risk purchase clause (amounting to more than 5% of contract value) has been invoked.</p>
1.4	<p><b>Banning across BHEL shall be imposed in following cases, if</b></p>

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1.4.1	<p>i) After price bid opening but before placement of order, Supplier withdraws his offer or varies it in any manner within the validity period.</p> <p>ii) Supplier is found to be responsible for submitting fake/ false/ forged documents, certificates, or information or misrepresentation/ wilful suppression of facts, or has resorted to unethical, illegal means.</p> <p>iii) In spite of warnings, the Supplier persistently violates or circumvents the provisions of labour laws/ regulations/ rules or other statutory requirements.</p> <p>iv) Supplier is found to be involved in cartel formation or in any other act so as to influence the bidding process or influence the price.</p> <p>v) The Supplier has indulged in malpractices or misconduct such as bribery, corruption and fraud, pilferage, coercion etc.</p> <p>vi) The Supplier is found guilty by any court of law for criminal activity/ offences involving moral turpitude in relation to business dealings.</p> <p>vii) Supplier is found to have obtained any internal information/ documentation of BHEL by unauthorized means.</p> <p>viii) The foreign Principals along with the representing Agent shall be banned together if information submitted by them about their precise relationship, commission/ remuneration etc. payable/ receivable and other particulars as asked by BHEL, as per the extant guidelines regarding dealing with Agents of Foreign Suppliers is found false/ incorrect, at any stage.</p> <p>ix) Supplier has substituted, damaged, failed to return, or unauthorizedly disposed off free issue materials/ tools etc. of BHEL.</p>
1.4.2	<p>A Supplier can also be banned with the approval of Director (E, R&amp;D) provided a direction to this effect has been received from the administrative ministry of the Government.</p>

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

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**ANNEXURE-VI**

**Certificate by Chartered Accountant on letter head**

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

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

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

Rs..... Lacs

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

Rs..... Lacs

(Strike off whichever is not applicable)

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

Or

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

Date:

(Signature)

Name-

Membership number -

Seal of Chartered Accountant

**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.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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**PART – B**  
**GENERAL CONDITIONS OF CONTRACT (GCC)**

SL. NO.	BHEL STANDARD TERMS	SUPPLIER CONFIRMATION	DEVIATION
01	<p>Our requirement is for use at <b>BHEL – PSER Site.</b></p> <p>Techno-commercial &amp; Pre- Q bids shall be opened first &amp; afterwards price bid shall be opened for qualified bidder(s), who have qualified in Techno-commercial &amp; pre-q bids.</p> <p>Tenders will be received up to <b>15.00 Hours</b> on the said due date.</p> <p><b><u>If the vendor submits offer i.e. Technical &amp; Price bid together in single attachment, the offer shall be liable for rejection.</u></b></p> <p><b>Price should be submitted as per tender format only &amp; uploaded in the price section.</b></p> <p>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.</p> <p>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.</p>		
02	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".		
03	BHEL keeps its right to <b>reject / load</b> 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.		
04	The equipment offered shall be strictly conforming to the specification and for complete unit.		
05	No offer for individual accessories or part machinery will be accepted.		

**SIGNATURE OF THE BIDDER WITH SEAL AND DATE**

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)  
POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091  
फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : (033) 23398220

SL. NO.	BHEL STANDARD TERMS	SUPPLIER CONFIRMATION	DEVIATION
06	<p><b><u>TERMS OF PAYMENT :</u></b></p> <p><b>A. 90% of Order Value</b> excluding GST shall be payable within 30 days against receipt and acceptance of material at site and on submission of Original GST Invoice, Original LR/Consignment copy, Delivery Challan, SRV copy, Test Certificate, Warranty Certificate (Original), Security Deposit (SD) etc. as applicable. No advance shall be paid.</p> <p><b>B. Balance 10% of Order Value</b> along with GST shall be payable subject to fulfilment of the following:  i Confirmation of full GST Credit to BHEL  ii Vendor declaring GST Invoice in his GSTR-1  iii Confirmation of payment of GST thereon by vendor on GSTN Portal.  iv Above is subject to receipt of goods / service and tax invoice thereof along with vendor declaring invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.</p> <p>GST along with any Interest if levied thereon for reasons elaborated in Taxes and Duties clause of the tender which is not attributable to BHEL will be recovered from the Final Payment / Retention.</p> <p><b>C.</b> Payment shall be paid through e-payment mode.  <b>D.</b> Successful bidder shall have to submit the requisite details in RTGS format.  <b>E.</b> No advance shall be paid.  <b>F. Paying Authority: HEAD/FINANCE, BHEL-PSER, KOLKATA.</b></p>		
07	<p><b><u>WARRANTY:</u></b> AS PER PART-C of tender.</p>		
08	<p><b><u>DELIVERY:</u></b> AS PER PART-C of tender.</p> <p><u>Offer with delivery period beyond tendered delivery schedule (AS PER PART-C (TECHNICAL SPECIFICATIONS AND SPECIAL CONDITIONS OF CONTRACT) shall be liable for rejection.</u>  However, in case due to any reasons if the same is accepted by BHEL, the same shall be loaded for the delayed delivery period (in this case after tendered delivery period) &amp; percentage of loading shall be as per clause no 11 of GCC (LD clause).</p>		

**SIGNATURE OF THE BIDDER WITH SEAL AND DATE**

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)  
POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091  
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SL. NO.	BHEL STANDARD TERMS	SUPPLIER CONFIRMATION	DEVIATION
9	<p><b><u>DISCOUNTS</u></b></p> <p>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>		
10	<p><b><u>TERMINATION CLAUSES:</u></b></p> <p>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>		
11	<p><b><u>LIQUIDATED DAMAGE (LD)/PENALTY CLAUSE:</u></b></p> <p>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> <p>In case of LD recovery, the applicable GST shall also be recovered from vendor.</p>		
12	<p>a) <b><u>Security Deposit (SD):</u></b> The successful tenderer shall have to furnish a Security Deposit Bank Guarantee (SDBG) for an amount of 5% of the total P.O. value in the prescribed format within 10 (Ten) days from the date of placement of Letter of Intent. SDBG shall be from Consortium Banks of BHEL/ from a reputed Bank and confirmed by any consortium Bank of BHEL/ Schedule Banks/Public Financial Institutions as defined in the Companies Act. All Bank charges on account of issuance and confirmation of SDBG whether incurred in India or outside India will have to be borne by the vendor.</p> <p>SDBG shall be submitted by vendor within 10 (Ten) days from the date of placement of Letter of Intent &amp; to be kept valid up to completion of supply.</p> <p>b) <b><u>Performance Bank Guarantee (PBG):</u></b> Not Applicable.</p>		
13	<p>The sealed tenders super scribing tender number and due date should be <b>addressed to DGM / Purchase or Head/Purchase, Bharat Heavy Electricals Limited, PSER, DJ-9/1, SALT LAKE. SECTOR-II, KOLKATA - 700 091, India. Offer shall be submitted online through BHEL's e-procurement portal <a href="https://bheleps.buyjunction.in">https://bheleps.buyjunction.in</a> ONLY.</b></p>		
14	<p><b>Inspection : Details shall be as per Part-C</b></p> <p>BHEL will have the option to pre-inspect the equipment at supplier's works by our inspector. The final inspection of performance will however be carried out at our site.</p>		

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : (033) 23398220

**SIGNATURE OF THE BIDDER WITH SEAL AND DATE**

SL. NO.	BHEL STANDARD TERMS	SUPPLIER CONFIRMATION	DEVIATION
15	The manufacturing <b>progress</b> will have to be furnished to us periodically in the form and manner required by us.		
16	Supplier must submit with their offer <b>list of customers</b> (with their full address and their purchase reference number) to whom they have supplied similar machine in the past five years. The year of supply should also be indicated.		
17	The quotation should be <b>valid at least for a period of 90 (Ninety) days</b> from the tender due date of submission (extended, if any). Price Variation Clause will not be entertained.		
18	<p><b>Force Majeure :</b> The vendor shall be subject to force majeure clause defined as under : This force majeure is herein defined as any cause which is beyond the control of the tenderer which they would not have foreseen or with a reasonable amount of diligence could not have foreseen and which subsequently affect the performance of the contract such as SRCC (strike riot and civil commotion), earthquake, flood, acts of god, acts of any government, domestic or foreign including but not limited to war. The tenderer shall not be liable for delay in performing his obligation resulting from any force majeure clause as referred to and/or defined above. The date of completion will be subject to hereinafter provided be extended by a reasonable time even though such cause may occur after tenderer's performance of his obligation has been delayed for other causes.</p>		
19	<p><b>Arbitration :</b> 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>		

**SIGNATURE OF THE BIDDER WITH SEAL AND DATE**

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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

फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : (033) 23398220

SL. NO.	BHEL STANDARD TERMS	SUPPLIER CONFIRMATION	DEVIATION
20	<p><b>Jurisdiction :</b> 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.</p>		
21	<p><b>Rights of BHEL :</b>  <b>(A)</b> To withdraw any portion of work/supply and/or to restrict / alter the quantum of work/supply as indicated in the contract during the progress of work/supply and get it done through other agency and/or to suit BHEL's commitment to its customer or in case BHEL decides to advance the date of completion due to other emergency reasons / BHEL's obligation to its customer.  <b>(B)</b> To terminate the contract or withdraw portion of work/supply and get it done through other agency, at the risk and cost of the contractor after due notice of a period of 14 days' by BHEL in any of the following cases:  i) Contractor/Supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/supplier including unexecuted portion of work/supply does not appear to be executable within balance available (#) period considering its performance of execution.  ii) Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.  iii) Non-completion of work/Non-supply by the Contractor / Supplier within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor/supplier.  iv) Termination of Contract on account of any other reason (s) attributable to Contractor/Supplier.  v) Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of contract or part thereof by BHEL.  vi) Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier.  (#) In-case inputs from BHEL/Customer are likely to be delayed or are actually delayed, this delay may also be taken into account while considering balance period available for execution of Contract.  <b>(C) Risk &amp; Cost Amount against Balance Work:</b>  Risk &amp; Cost amount against balance work shall be calculated as follows:  Risk &amp; Cost Amount= [(A-B) + (A x H/100)]  Where,  A= Value of Balance scope of Work/Supply (*) as per rates of new contract  B= Value of Balance scope of Work/Supply (*) as per rates of old contract being paid to the contractor / supplier at the time of termination of contract i.e. inclusive of PVC &amp; ORC, if any.  H = Overhead Factor to be taken as 5  In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).  (*) Balance scope of work / supply (in case of termination of contract):  Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work / Supply for calculating risk &amp; cost amount. Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended</p>		

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<p>Contract shall be considered as Contract Quantities. Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities.</p> <p>Substitute / extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute / extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.</p> <p>However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.</p> <p>NOTE: In-case portion of work is being withdrawn, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work / supply' for calculating Risk &amp; Cost amount.</p> <p><b>(D)</b> LD against delay in executed work / supply in case of Termination of Contract :</p> <p>LD against delay in executed be work / supply shall calculated in line with LD clause as per GCC/SCC/TCC/Special note/any other annexure of tender document (in compliance with order of precedence), for the delay attributable to contractor / supplier. For this purpose, contract value shall be taken as Executed Value of work / supply for the purpose of limiting the maximum LD value. Method for calculation of "LD against delay in executed work / supply" is given below.</p> <p>i) Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor / supplier = T1</p> <p>ii) Let the value of executed work / supply till the time of termination of contract= X</p> <p>iii) Let the Total Executable Value of work / supply for which inputs/fronTS were made available to contractor / supplier and were planned for execution till termination of contract = Y</p> <p>iv) Delay in executed work / supply attributable to contractor/supplier i.e. <math>T2=[1-(X/Y)] \times T1</math></p> <p>v) LD shall be calculated in line with LD clause [as per GCC/SCC/TCC/Special note/any other annexure of tender document (in compliance with order of precedence)] of the Contract for the delay attributable to contractor / supplier taking "X" as Contract Value and "T2" as period of delay attributable to contractor/ supplier.</p> <p><b>(E)</b> Recoveries arising out of Risk &amp; Cost and LD or any other recoveries due from Contractor</p> <p>Following sequence shall be applicable for recoveries from contractor / supplier on whom risk &amp; cost has been invoked, after informing the contractor / supplier of the total proposed recovery :</p> <p>a) Dues available in the form of Bills payable to contractor / supplier, SD, BGs against the same contract.</p> <p>b) Demand notice for deposit of balance recovery amount shall be sent to contractor/ supplier, if funds are insufficient to effect complete recovery against dues indicated in (a) above.</p> <p>c) If contractor / supplier fails to deposit the balance amount to be recovered within the period as prescribed in demand notice, following action shall be taken for balance recovery:</p> <p>i) Dues payable to contractor / supplier against other contracts in the same Region / Unit shall be considered for recovery.</p> <p>ii) If recovery cannot be made out of dues payable to the contractor / supplier as above, balance amount to be recovered, shall be informed to other Regions/Units for making recovery from the Unpaid Bills/Running Bills/SD/BGs/Final Bills of contractor / supplier.</p>		
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	iii) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor / supplier.		
<b>SL. NO.</b>	<b>BHEL STANDARD TERMS</b>	<b>SUPPLIER CONFIRMATION</b>	<b>DEVIATION</b>
22	<b>General :</b> <b>The Consignee for the item shall be :</b> AS PER PART-C of tender. All documents / correspondences must bear the Tender no. / Purchase Order No. & Date.		
<b>23. <u>LOADING FACTORS FOR DEVIATION TO BHEL STANDARD TERMS &amp; CONDITIONS</u></b>			
(I)	Bank Guarantee: Non submission of 5% BG will attract 5% loading on the offers.		
(II)	<b>Penalty Clause:</b> 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.		
24	<b>Note:</b> The offers not complying the above Terms & Conditions shall be liable for rejection.		

**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**

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**PART-C: TECHNICAL SPECIFICATIONS AND SPECIAL CONDITIONS OF CONTRACT**

**SCOPE OF JOB: SUPPLY OF GI & SS WIRE AT BHEL: PSER's IB TPS BANAHARPALLI SITE, ODISHA ON F.O.R DESTINATION BASIS AS PER BELOW:**

SL. NO.	ITEM DESCRIPTION	QUANTITY	UOM
1.	GI WIRE DIA 1.219 MM - IS280(COMML)	6000	KG
2.	GI WIRE DIA 0.711 MM - IS280(COMML)	2000	KG
3.	S.S. WIRE DIA 1.02 MM - AISI 304	1000	KG

**TECHNICAL SPECIFICATION OF SCREWS:**

SL. NO.	ITEM DESCRIPTION	TECHNICAL SPECIFICATION
1.	GI WIRE DIA 1.219 MM - IS280(COMML)	AS PER - IS280(COMML)
2.	GI WIRE DIA 0.711 MM - IS280(COMML)	AS PER - IS280(COMML)
3.	S.S. WIRE DIA 1.02 MM - AISI 304	AS PER - AISI 304

Special Instructions:

- 1) Supply of commercial quality GI Wires should be made to specification IS280 for dia 0.711MM & 1.219MM.
- 2) Supply of commercial quality S.S Wires should be made to specification AISI 304 for dia 1.02MM.
- 3) Weight of each bundle should contain maximum of 25 KG only.
- 4) Each bundle should be wrapped with Polythene sheets to avoid damage /rust.
- 5) Test Certificate & Guarantee Certificates shall be sent along with Supply.
- 6) Quantity tolerance is plus 25Kg with nil tolerance on negative side for each type of wires.

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1.	<b>DELIVERY PERIOD</b>	<b>Supply completion within 30 days from date of LOI.</b>
2.	<b>QUANTITY VARIATION</b>	Quantity tolerance is plus 25Kg with nil tolerance on negative side for each type of wires.
3.	<b>INSPECTION</b>	The inspection & acceptance will be carried out at site. Materials will be accepted against verification. Items found defective at the time of inspection shall be replaced free of cost by vendor.
4.	<b>GUARANTEE / WARRANTY</b>	Not applicable. In case of any defect found during inspection and verification of the supplied materials, the defective items shall be replenished by the supplier, free of cost.
5.	<b>CONSIGNEE</b>	<b>“SITE IN CHARGE, BHARAT HEAVY ELECTRICALS LIMITED, C/O-IB THERMAL POWER PROJECT 2X 660 MW JHARSUGUDA PIN-768234, ODISHA”.</b>
6.	<b>TRANSIT INSURANCE</b>	<b>BY VENDOR</b>
7.	<b>TEST CERTIFICATE</b>	Vendor shall submit test certificate for their supplied items and the test certificate shall be issued by any authorized testing laboratory.
8.	<b>EVALUATION CRITERIA</b>	<b>ALL INCLUSIVE “TOTAL F.O.R PRICE FOR SUPPLY AT BHEL PSER’s IB TPS Banaharpalli site, Odisha exclusive of GST i.e. [Basic + Freight + Transit Insurance]. The evaluation shall be done on “TOTALITY OF ALL THREE ITEMS” basis. Vendor shall quote for all the item, otherwise the offer may be liable for rejection.</b>
9.	<b>TAXES AND DUTIES</b>	a. All taxes excluding GST with applicable cess & BOCW Cess (mentioned elsewhere in the Tender) but including, Charges, Royalties, , any State or Central Levy and other Taxes for materials if any obtained for the work and for the execution of the contract shall be borne by the bidder and shall not be payable extra by BHEL. b. Any increase in the above at any stage during execution including extension of the contract, if any, shall have to be borne by the

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	<p>contractor. Quoted/ accepted rates/ price shall be inclusive of all such requirements.</p> <p>c. GST with applicable Cess, legally leviable &amp; payable by the successful bidder as per GST Law, shall be paid extra by BHEL. Hence, Bidder shall not include GST with applicable Cess in their quoted price.</p> <p>d. The successful bidder shall furnish proof of GST registration with GSTN Portal covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by the successful bidder on BHEL for this project/ work.</p> <p>e. Since GST on output will be paid by BHEL separately as enumerated above, bidder's quoted rates/ price should be after considering the Input Credit under GST law at their end.</p> <p>f. TDS under Income Tax shall be deducted at prevailing rates on gross invoice value from the running bills unless exemption certificate from the appropriate authority/ authorities is furnished.</p> <p>g. TDS under GST (if/ as &amp; when applicable later) shall be deducted at applicable rates on gross invoice value from the running bills. However as on date no TDS under GST is applicable.</p> <p>h. Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act &amp; Rules referred there under) wherein the 'Bill To' details shall be as per following.</p> <p>ii. BHEL GSTN – Refer attached GSTN code table of BHEL.</p> <p>iii. NAME - BHARAT HEAVY ELECTRICALS LIMITED</p> <p>iv. ADDRESS – Shall be intimated later.</p> <p>i. Bidder to intimate immediately on the day of removal of Goods(in case of any supply of goods) to BHEL along with all relevant details and a scanned copy of Tax Invoice through following communication mode for enabling BHEL to meet its GST related compliances</p> <p>Portal Address – Shall be intimated later.</p> <p>And</p> <p>Email Address – Shall be intimated later.</p> <p>viii. In case of delay in submission of the abovementioned documents on the date of dispatch, BHEL may incur penalty /interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from the successful bidder, if such delay is attributable to the bidder.</p> <p>j. In case of raising any Supplementary Tax Invoice (Debit / Credit Note) Bidder shall issue the same containing all the details as referred to in Section 34 read with Section 31 of GST Act &amp; Rules referred there under.</p> <p>k. Bidder shall Comply with the Time limit prescribed under the GST Law and rules thereof for raising of the tax invoice. If any supply of goods is applicable, Bidder shall also ensure prompt delivery of Goods after dispatch.</p> <p>l. Bidder shall note that in case GST credit is delayed/ denied to BHEL due to delayed / non receipt of goods and /or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons attributable to the bidder, GST amount</p>
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	<p>shall be recoverable from the bidder along with interest levied / leviable on BHEL, as the case may be.</p> <p>m. Bidder shall upload the Invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act. Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law , GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the bidder along with interest levied / leviable on BHEL.</p> <p>n. Way Bill: Successful Bidder shall arrange way bill / e-waybill for any transfer of goods for the execution of the contract. The Bidder has to make their own arrangement at their cost for completing the formalities, if required, with Issuing Authorities, for bringing materials, plants &amp; machinery at site for execution of the works under this contract, Road Permit/ Way Bill, if required, shall be arranged by the contractor and BHEL will not supply any Road Permit/ Way Bill for this purpose.</p> <p>o. Any new taxes &amp; duties, if imposed subsequent to the due date of offer submission as per NIT &amp; TCN, by statutory authority during contract period (including extensions for which delay is not attributable to the bidder), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, bidder shall obtain prior approval from BHEL before depositing any such new taxes and duties. Benefits and/or abolition of all existing taxes must be passed on to BHEL against new taxes, if any, introduced at a later date.</p>
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**PART-C: TECHNICAL SPECIFICATIONS AND SPECIAL CONDITIONS OF CONTRACT**

<b><u>GSTN code table of BHEL:</u></b> <b><u>State wise GST Registration nos.</u></b>		
<b>Sl. No.</b>	<b>State / UT</b>	<b>GST Reg. No.</b>
1	Andhra Pradesh	37AAACB4146P7Z8
2	Assam	18AAACB4146P1ZE
3	Bihar	10AAACB4146P1ZU
4	Chandigarh	04AAACB4146P1ZN
5	Chattishgarh	22AAACB4146P1ZP
6	Daman & Diu	25AAACB4146P1ZJ
7	Delhi	07AAACB4146P1ZH
8	Gujarat	24AAACB4146P1ZL
9	Haryana	06AAACB4146P1ZJ
10	HP	02AAACB4146P1ZR
11	Jharkhand	20AAACB4146P5ZP
12	Karnataka	29AAACB4146P1ZB
13	Kerala	32AAACB4146P1ZO
14	Maharashtra	27AAACB4146P1ZF
15	MP	23AAACB4146P1ZN
16	Punjab	03AAACB4146P2ZO
17	Rajasthan	08AAACB4146P1ZF
18	Tamil Nadu	33AAACB4146P2ZL
19	Telangana	36AAACB4146P1ZG
20	Tripura	16AAACB4146P1ZI
21	UP	09AAACB4146P2ZC
22	Uttarakhand	05AAACB4146P1ZL
23	West Bangal	19AAACB4146P1ZC
24	Mizoram	15AAACB4146P1ZK
25	Orissa	21AAACB4146P1ZR
26	Arunachal Pradesh	12AAACB4146P1ZQ

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**PART – H FORMS & PROCEDURES**

**F-01**

**RTGS FORMAT**

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

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

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

SIGNATURE OF AUTHORISED REPRESENTATIVE  
OF VENDOR WITH DATE & SEAL

CONFIRMATION BY BANKER WITH  
OFFICE SEAL

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

**F-02****FORMAT FOR DETAILS OF BIDDER**

<b>NAME OF BIDDER</b>	
<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*	

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

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

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

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

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

Confirmation by Banker with office seal  


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