

E-TENDER NUMBER :

PSER: PUR: HR: 164:006

Date: 23/04/2018



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: 033-23398220, 23211690, FAX: 033-23211960

NOTICE INVITING TENDER (NIT)

OFFERS ARE INVITED FROM REPUTED & EXPERIENCED "LOCAL" BIDDERS (MEETING PRE-QUALIFICATION CRITERIA AS MENTIONED) THROUGH E-PROCUREMENT PORTAL <https://bhel.abcprocure.com> ONLY for THE SUBJECT JOB BY THE UNDERSIGNED ON BEHALF OF BHARAT HEAVY ELECTRICALS LIMITED AS PER THE TENDER DOCUMENT, WHERE "LOCAL" IS DEFINED AS PER PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) ORDER 2017 BY GOVT. OF INDIA, VIDE ORDER NO. P-45021/2/2017-B.E.-II DTD. 15/06/2017 & ALL SUBSEQUENT CLARIFICATIONS. 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 | |
|-------|--|--|--------------------------------|
| 1 | E-TENDER NUMBER | PSER: PUR: HR: 164:006 | Date: 23/04/2018. |
| 2 | Broad Scope of job | "PEST & RODENT CONTROL SERVICE IN BHEL PREMISES AT KOLKATA". | |
| 3 | ISSUE OF TENDER DOCUMENTS | a) Online through e-procurement platform at https://bhel.abcprocure.com b) in BHEL website (www.bhel.com , www.jantermanter.com & CPP Portal) : For tender view purpose only | 1. Applicable 2. Applicable |
| 4 | DUE DATE & TIME OF OFFER SUBMISSION | Date: 03/05/2018, Time: 15-00 Hrs. (Offer to be submitted online only through e-procurement platform at https://bhel.abcprocure.com) | Applicable |
| 5 | TECHNO-COMMERCIAL BID OPENING OF TENDER | Date: 03/05/2018, Time: 16-00 Hrs. (online only through e-procurement platform at https://bhel.abcprocure.com , participating bidders may witness the same online only) | Applicable |
| 6 | EMD AMOUNT | INR 11,804.00 (Indian Rupees Eleven Thousand Eight Hundred and Four Only) [To be submitted in the form and manner as mentioned below] | Applicable |
| 7 | DETAILS OF TENDER DOCUMENT | | |
| 7.1 | PART - A | Pre-Qualifying Criteria | Applicable |
| 7.2 | PART - B | General conditions of contract i.e. GCC | Applicable |
| 7.3 | PART - C | Scope & Special Conditions of Contract i.e. SCC | Applicable |
| 7.4 | PART - D | No Deviation Certificate | Applicable |
| 7.5 | PART - E | PRICE BID & UNPRICED PRICE BID | Applicable |
| 7.6 | PART - F | Terms & Conditions of Reverse Auction | Applicable |
| 7.7 | PART - G | Forms & Procedures | Applicable |
| 8 | COST OF TENDER | -- | Not Applicable |
| 9 | LAST DATE FOR SEEKING CLARIFICATION | Date: 27/04/2018 (UP TO 11:00 Hrs.) | Applicable |
| 10 | SCHEDULE OF Pre Bid Discussion (PBD) | If any, shall be intimated through Tender Change Notice (TCN) | Not Applicable |
| 11 | INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM) | -- | Not Applicable |

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| | | | |
|----|----------------|--|-------------------------------------|
| 12 | Latest updates | Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com) → Tender Notifications → View Corrigendums & www.jantermanter.com/ CPP portal → Tender Notice & E-PROCUREMENT PORTAL (https://bhel.abcpurchase.com) and not in the newspapers. Bidders to keep themselves updated with all such information. | <i>Shall be intimated to bidder</i> |
|----|----------------|--|-------------------------------------|

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

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

- a) Mr. Swapnil Hamilton, Support Executive, Ph: +91 7940270549, e-mail ID: swapnil.h@eptl.in
- b) Mr. Hardik Oza, Support Executive, Ph: +91 7940270560, e-mail ID: hardik.oza@eptl.in
- c) Mr. Ankur Bhatt, Support Executive, Ph: +91 7940270590, e-mail ID: ankur.bhatt@eptl.in
- d) Mr. Prashant Rajyaguru, Asst. Manager – Implementation & Support, Ph: +91 7940270545, e-mail ID: prashant@eptl.in

or for any difficulty in downloading the tender from internet website, they should contact this office (Dy. Engineer, Purchase, Dy. General Manager, Purchase or AGM, Purchase Phone no. 033-23398267/8221/8220). No alteration/changes by bidders is permitted in the tender/NIT appeared in the website.

1. Successful bidder shall have to submit additional set of tender/sign on tender document provided by BHEL, if so decided by BHEL.
2. Earnest Money Deposit (EMD) of **INR 11,804.00 (Indian Rupees Eleven Thousand Eight Hundred & Four 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 M/s E-PROCUREMENT TECHNOLOGIES LIMITED E-PROCUREMENT PORTAL/PLATFORM. IN CASE OF EMD SUBMISSION THROUGH BANKER'S CHEQUE/PAY ORDER/DEMAND DRAFT, SAME TO BE SUBMITTED IN SEALED ENVELOPE (SUPERSCRIBING TENDER REFERENCE) TO HEAD-PURCHASE/DY. 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.

- (i) Every tender must be accompanied by the prescribed amount of Earnest Money Deposit in any one of the following forms:
 - a) 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.
 - b) Electronic Fund Transfer credited in Bharat Heavy Electricals Limited, PS-ER' account (before tender opening). RTGS details of BHEL-PSER is available in tender.
 - c) Banker's Cheque/Pay Order/Demand Draft payable at Kolkata duly pledged in Favour of Bharat Heavy Electricals Limited, Kolkata (along with offer).
 - d) Any other mode as per latest guidelines issued by Govt. of India.
- (ii) Tenders received without Earnest Money in full in the manner prescribed above are liable to be rejected. EMD shall not carry any interest.
- (iii) EMD given by all tenderers (successful as well as unsuccessful) shall be refunded normally on acceptance of award/ LOI/ PO by successful Tenderer.
- (iv) 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"

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

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

SPECIAL NOTE:

- A) Offer & documents submitted with the offer shall be signed and stamped in each page by authorised representative of the bidder. 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 / Annexures 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.
- 4.0 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.
- 5.0 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 tender wholly or partly without assigning any reason thereof. BHEL also reserve the right to split/part award the job. Also, BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD)
- 6.0 Since the job shall be executed at site, the bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including Law and Order situation, applicable Wage structure, Wage rules, present condition of machines etc. before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions. No additional claim shall be entertained by BHEL in future, on account of non-acquaintance of site/machine conditions at the time of bidding.
- 7.0 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.
- 8.0 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.

- 9.0 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.
- 10.0 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/ 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.
- 11.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
- 12.0 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.
- 13.0 The Bidder has to satisfy the Pre-Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened, who will qualify for the subject job on the basis of pre-qualification evaluation & Techno-Commercial bids etc. BHEL reserves the right to reject the bidders with unsatisfactory past performance in the execution of a contract. BHEL's decision in this regard shall be final & binding.
- 14.0 While BHEL reserve the right to open the price bid of the offers in camera, the date & time to open the PRICE BID, tender opening shall be intimated to the bidders in case BHEL decides it to be 'Public opening' and in such a case, one authorised representative of the bidder shall be allowed to attend.
- 15.0 Validity of the offer shall be for 90days from the due date of offer submission (including extension, if any) unless specified otherwise.
- 16.0 Firm prices are to be quoted in whole rupees, in the place meant for price or on the price schedule enclosed as applicable for the full scope of work given in tender. The rates quoted must be in figures and words as well (Prices quoted must be workable too for the job involved). **Prices quoted by the bidders should be inclusive of all taxes and duties leviable by any Statutory Authority for this job as on the date of the tender opening (excluding GST & BOCW Cess).**
- 17.0 Price Bids shall be evaluated in the manner as prescribed in Price Schedule. However, Unit Rates shall also be furnished if applicable in the Price Schedule.
- 18.0 *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.*
- 19.0 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.
- 20.0 *"BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno- commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non- acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.*
- 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).*

- 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).*
- 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 DGM/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.*
- 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 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.*
- 28.0 *The offers of the bidders who are on the banned list as also the offer of the bidders, who engages the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.*
- 29.0 *The bidder shall submit documents in support of possession of 'Qualifying Requirements' duly self certified and stamped/ digitally signed (as applicable) 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.*
- 30.0 *The bidder may have to produce original document for verification if so decided by BHEL.*
- 31.0 *Suspension of Business dealings with Suppliers/ Contractors: 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-A](#).*
- 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 *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:-*
- i) Amendments/Clarifications/Corrigenda/Errata/Tender change notice (TCN) etc. issued in respect of the tender documents by BHEL
 - ii) Notice Inviting Tender (NIT) & Pre-Qualifying Criteria (Part – A)
 - iii) Price Bid & Un Priced Bid – (Part - E)
 - iv) Scope & Special terms and conditions of the contract – (Part – C)
 - v) General Conditions Of Contract – (Part – B)
 - vi) Forms and Procedures — PART- H

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All the bidders are requested to note that all the errata / technical clarifications / corrigendum / extension etc. shall be published THROUGH E-PROCUREMENT PORTAL <https://bhel.abcprocure.com> and in website www.jantermanter.com , www.bhel.com & <http://eprocure.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 | pchandra@bhel.in , abhakta@bhel.in , sukhen@bhel.in |
| M/s E- PROCUREMENT TECHNOLOGIES LIMITED | For E-PROCUREMENT ASSISTANCE & TRAINING, M/s E-PROCUREMENT TECHNOLOGIES LIMITED HELPDESK PERSONS AS PER FOLLOWING: - 1) Mr. Swapnil Hamilton, Support Executive, Ph: +91 7940270549, e-mail ID: swapnil.h@eptl.in 2) Mr. Hardik Oza, Support Executive, Ph: +91 7940270560, e-mail ID: hardik.oza@eptl.in 3) Mr. Ankur Bhatt, Support Executive, Ph: +91 7940270590, e-mail ID: ankur.bhatt@eptl.in 4) Mr. Prashant Rajyaguru, Asst. Manager – Implementation & Support, Ph: +91 7940270545, e-mail ID: prashant@eptl.in | |

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Date: 23/04/2018

PART - D

FORMAT FOR NO DEVIATION CERTIFICATE
(To be submitted in the bidder's letter head)

To,
Bharat Heavy Electricals Limited,
POWER SECTOR – EASTERN REGION
2nd FLOOR, Block-DJ, Plot- 9/1, SECTOR
SALT LAKE CITY, KOLKATA – 700 091
FAX – 033-2321-1960

Job: "PEST & RODENT CONTROL SERVICE IN BHEL PREMISES AT KOLKATA".

E-Tender No.: PSER:PUR:HR:164:006

Date 23/04/2018.

Dear Sir/Madam,

With reference to above, this is to confirm that as per tender conditions, we have visited site before submission of our offer and noted the job content & site conditions etc. We also confirm that we have not changed/modified the tender documents as appeared in the website/newspapers and in case of observance at any stage, it shall be treated as null and void.

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

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.

We confirm to have submitted offer strictly in accordance with tender instructions.

Thanking you,

Yours faithfully,

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

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Date: 23/04/2018

ANNEXURE - A

PRE – QUALIFICATION CRITERIA

Job: "PEST & RODENT CONTROL SERVICE IN BHEL PREMISES AT KOLKATA".

E-Tender No.: PSER:PUR:HR:164:006

Date 23/04/2018.

| SL NO | CRITERIA |
|---------|---|
| A | PRE-QUALIFICATION CRITERIA |
| 1.0 (a) | BIDDER SHOULD HAVE AVERAGE ANNUAL TURNOVER OF MINIMUM Rs 1.77 LAKHS DURING LAST 3 (THREE) FINANCIAL YEARS, ENDING ON 31-03-2017 AND SHOULD HAVE POSITIVE NET WORTH AS ON LATEST AUDITED ACCOUNTS AS SUBMITTED FOR PARA 1(c). |
| (b) | BIDDER MUST HAVE EARNED PROFIT IN ANY ONE OF THE LAST THREE FINANCIAL YEARS ENDING ON 31-03-2017. AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT OF THE COMPANY FOR LAST 3 (THREE) FINANCIAL YEARS, ENDING ON 31-03-2017 NEED TO BE SUBMITTED IN SUPPORT OF ABOVE. |
| (c) | IN CASE AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT HAS NOT BEEN SUBMITTED FOR ALL THREE YEARS INDICATED ABOVE THEN THE APPLICABLE FINANCIAL AUDITED STATEMENTS SUBMITTED BY THE BIDDERS AGAINST THE REQUISITE THREE YEARS WILL BE AVERAGED FOR THREE YEARS. |
| (d) | IF FINANCIAL STATEMENTS ARE NOT REQUIRED TO BE AUDITED STATUTORILY, THEN INSTEAD OF AUDITED FINANCIAL STATEMENTS, FINANCIAL STATEMENTS ARE REQUIRED TO BE CERTIFIED BY CHARTERED ACCOUNTANT. |
| 2.0 | BIDDER SHOULD HAVE VALID MEMBERSHIP OF INDIAN PEST CONTROL ASSOCIATION (IPCA). |
| 3.0 | BIDDER SHOULD HAVE VALID PAN. |
| 4.0 | CONSORTIUM / JV BIDDING NOT ALLOWED. |
| Note | RELEVANT SUPPORTING DOCUMENTS FOR ALL ABOVE MUST BE SUBMITTED. |

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GENERAL INFORMATION:

VENDOR SHOULD FURNISH INFORMATION REGARDING PROJECTS IN HAND, DETAILS OF CURRENT LITIGATION AND ARBITRATION CASES, ORDERS REGARDING EXCLUSION/EXPULSION OR BLACK LISTING, IF ANY.

CORRIGENDUM/EXTENSION (IF ANY) OF THIS TENDER WILL BE PUBLISHED IN WEBSITES.

INTERESTED BIDDERS MEETING THE ABOVE QUALIFYING REQUIREMENTS MAY DOWNLOAD TENDER DOCUMENTS FROM AFORESAID WEBSITE(S).

| | | |
|------|---------------------------------------|---------------------------------|
| i) | DOWNLOAD OF TENDER DOCUMENT STARTS | 23/04/2018 |
| ii) | TENDER DOWNLOAD CLOSES ON | 03/05/2018 AT 15:00 HRS. IST |
| iii) | LAST DATE OF SEEKING CLARIFICATIONS | 27/04/2018 UP TO 11:00 HRS. IST |
| iv) | PRE-BID DISCUSSION (IF REQUIRED) ON | N.A. |
| v) | LAST DATE OF SUBMISSION OF OFFER | 03/05/2018 UP TO 15:00 HRS. IST |
| vi) | DATE OF TECHNO-COMMERCIAL BID OPENING | 03/05/2018 AT 16:00 HRS. IST |

BHEL RESERVE THE RIGHT TO ACCEPT/REJECT ANY OR ALL THE BIDS WITHOUT ASSIGNING ANY REASON THEREOF.

NOTE: PRE-BID DISCUSSION, IF TAKE PLACE, SHALL FORM PART OF THE TENDER DOCUMENT. NO CLARIFICATIONS/QUIRIES FROM THE TENDERERS AFTER 27/04/2018 (UP TO 11:00 HRS. IST) OR AFTER PRE-BID DISCUSSION (IF TAKES PLACE) SHALL BE ENTERTAINED BY BHEL.

ENCLOSURES: --

- 1) PRE-QUALIFICATION CRITERIA (Part-A)
- 2) GENERAL CONDITIONS OF CONTRACT (GCC, Part-B)
- 3) SPECIAL CONDITIONS OF CONTRACT (SCC, Part-C)
- 4) NO DEVIATION CERTIFICATE AS PER PRESCRIBED FORMAT (Part-D)
- 5) Price Bid & Un-priced Bid (Part-E)
- 6) TERMS & CONDITIONS OF REVERSE AUCTION (PART - F)
- 7) Forms & Procedure (Part - G)

ALL THE PAGES OF NIT SHALL BE DULY SIGNED BY THE BIDDER WHILE SUBMITTING THE OFFER.

For & on behalf of
BHARAT HEAVY ELECTRICAL LIMITED

DGM (PURCHASE)

E-TENDER NUMBER : PSER:PUR:HR:164:006

Date: 23/04/2018

PARTICULARS OF THE TENDER

- A) E-TENDER NUMBER : PSER:PUR:HR:164:006 Date 23/04/2018.
- B) Job : "PEST & RODENT CONTROL SERVICE IN BHEL PREMISES AT KOLKATA".
- C) TENDER SUBMISSION DUE DATE : ON 03/05/2018 UP TO 15:00 HRS. IST
- D) TECHNICAL BID OPENING DATE : ON 03/05/2018 AT 16:00 HRS. IST
- E) PRICE BID OPENING :
- F) VALIDITY OF OFFER : 90 days from the due date of offer submission (Including extension, if any)
- G) The vendors should furnish the following documents for our scrutiny along with papers for pre-qualification for qualifying for price bid opening.
- 1) Credential / Experience certificates in line with Pre-Q & requirements in line with tender specifications
 - 2) PAN NO & Photo Copy of PAN CARD.
 - 3) Photo Copy of GSTN Registration Certificate.
 - 4) Latest Banker's certificate for financial soundness.
 - 5) Balance sheets & P&L Accounts for the preceding three years
 - 6) Relevant list of T&P held by the vendor earmarked for the tendered job

For & on behalf of
BHARAT HEAVY ELECTRICALS LIMITED

DGM (PURCHASE)

GENERAL CONDITIONS OF CONTRACT i.e. GCC (Part-B)**Instructions to Tenderers****GENERAL INSTRUCTION TO TENDERERS**

1.1 Submission of Tender in "Three Parts".

(1) Technical Tender: All particulars asked for from the Vendor except the Price Bid & E.M.D in an envelope.

(2) EMD in a sealed envelope clearly superscribing on the envelope "E.M.D", the Tender Number, Name of Work, addresses of Vendor and addressee. One time EMD holders needn't enclose this provided that proof of EMD remittance is enclosed in the technical tender.

(3) Price Bid in the price schedule enclosed in the tender, in sealed envelope, clearly superscribing "Price Bid", Tender Number, Name of Work, Name of the Vendor and addressee.

All the above "Parts" can be placed in an sufficiently large outer envelope for submission.

1.1.1a This Tender specification as a whole, duly furnishing the following details shall be duly signed and sent in a sealed cover superscribing :

TENDER FOR _____ TENDER SPECIFICATION NO. _____ DUE ON _____

1.1.1b DURATION OF JOB

1.1.1.1 Earnest Money Deposit.

1.1.1.2 Income Tax & Sales Tax Clearance Certificate.

1.1.1.3 Detailed organisation chart for manpower resources available with the for the tenderer and to be employed present jobs

1.1.1.4 Time to be taken for commencement and completion of Work.

1.1.1.5 A list of experience as mentioned in the tender document.

1.1.1.6 The details of the present jobs being handled.

1.1.1.7 Certificate from the BHEL's scheduled Banks to establish financial capability of the tenderer as per format enclosed at Annexure-I.

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

1.1.1.9 Price schedule and other relevant information.

NOTE: All Xerox copies enclosed by the Vendor should be attested and sealed for authenticity.

1.1.2 The tender shall be addressed to:

HEAD, PURCHASE DEPARTMENT

BHARAT HEAVY ELECTRICALS LIMITED,

POWER SECTOR, EASTERN REGION, PLOT-9/1, BLOCK-DJ,

SECTOR-II, SALT LAKE, KOLKATA - 700091.

1.1.3 Tenders submitted by post shall be sent "REGISTERED POST ACKNOWLEDGEMENT DUE" and shall be posted with the due allowance for any postal delay. The tenders received after the due date and time of opening are liable to be rejected.

Telegraphic offers and offers received by telex may not be considered unless confirmed in writing by a detailed offer.

1.1.4 Tenders shall be opened by the authorised officer of BHEL at his office at the time and date as specified in the tender notice in the presence of such of those tenderers or their authorised representatives who may be present.

1.1.5 The Tenderer shall closely peruse all the clauses, specifications 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 drawings or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, scope of work etc., he shall at once contact the authority inviting the tender for clarification before the submission of the offer.

1.1.6 Before tendering, the tenderer is 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.

1.1.7 Tenderers must fill up all the schedules 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 & deceleration must be signed bearing seal and submitted along with the offers by the Tender in token of complete acceptance thereof. The information furnished shall be complete by itself. The booklet of G.S.C.C may be retained by the bidder if declaration is enclosed along with the bid duly filled in and signed and sealed.

1.1.8 The tender shall quote the rates in English language and international numerals. The rates shall be in whole rupees.

These rates shall be entered in figures as well as in words. For the purpose of the tender, the metric system of units shall be used.

1.1.9 All entries in the tender shall either be typed or be in ink. Erasures and overwriting are not permitted and may render such tenders liable to summary rejection. All cancellations and insertions shall be duly attested by the tenderer.

1.2 Data to be enclosed:

Full information shall be given by the tender in respect of following. Non- submission of this information may lead to

rejection of the offer/tender.

1.3.1 Income Tax / Sales Tax Certificate :

A certificate of Income Tax / Sales Tax verification from the appropriate authority in the forms prescribed therefor duly indicating annual turnover. The certificates shall be valid for one year from the date of issue or for the prescribed period.

1.3.2 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 a list of site locations and particulars and value of various services that are under progress.

1.3.3 Organisation Chart:

The organisation pattern that is totally available with the tenderer and that will be employed by the tenderer for this work duly indicating the number of Engineers and Supervisors, their qualification and experience in the line, the number of skilled and unskilled workmen etc.

1.3.4 An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole proprietor, shall also be attached.

1.3.5 In case of an individual: His full name, address and place and nature of business.

1.3.6 In case of Partnership firms:

The name of all the partners and their addresses. A copy of the Partnership Deed (Instrument of partnership) duly certified by the Notary Public shall be enclosed.

1.3.7 In case of Companies:

Date and place of registration including Date of Commencement Certificate in case of public companies (certified copies of Memorandum and Articles of Associations are also to be furnished).

1.3.8 Nature of business carried on by the Company and the provision of the Memorandum relating thereof.

1.3.9 Names and particulars including addresses of all the Directors and their previous experience.

1.3.10 A list of tools and tackles that the tenderer is having and those that will be earmarked for this job.

1.3.11 In addition to the above, the particulars required in various annexures.

1.4 EARNEST MONEY DEPOSIT (EMD):

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

1.4.1.1 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.

1.4.1.2 Electronic Fund Transfer credited in Bharat Heavy Electricals Limited, PS-ER' account (before tender opening). RTGS details of BHEL-PSER is available in tender.

1.4.1.3 Banker's Cheque/Pay Order/Demand Draft payable at Kolkata duly pledged in Favour of Bharat Heavy Electricals Limited, Kolkata (along with offer).

1.4.1.3(a) Any other mode as per latest guidelines issued by Govt. of India.

1.4.2 Tenders received without Earnest Money in full in the manner prescribed above are liable to be rejected. EMD shall not carry any interest.

1.4.3 The Earnest Money Deposit of the successful tenderer will be retained as part of Performance Bank Guarantee.

1.4.4 EMD given by all unsuccessful tenderers shall be refunded normally within 15 days of award of work.

1.4.5 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 Performance Bank Guarantee 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"

1.5 Authorisation and Attestation:

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

1.6 Validity of Offer:

The rates in the tender shall be kept open for acceptance for a minimum period of 90 days from the due date of opening of tenders. If a tenderer withdraws or revokes his tender or increases the tender rates and/or conditions for any item within the aforesaid period, his Earnest Money Deposit is liable to be forfeited. In case the Bharat Heavy Electricals Limited calls for negotiations, such negotiation shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenderers.

1.7 Execution of Contract:

The successful tender's responsibility under this contract commences from the date of issue of the Purchase order by Bharat Heavy Electricals Limited. The successful tenderer may be required to execute an agreement in the prescribed form with

the BHEL within a reasonable time after the acceptance of his tender and in any case before submitting first RA bill for payment. The expenses for completing and stamping the agreement shall be borne by the tenderer.

1.8 Performance Bank Guarantee (PBG) :

The successful tenderer should furnish a performance bank guarantee and shall be limited to a maximum of 5% of the order value (Before submission of supply invoice) valid till completion of the guarantee period.

Where ever Bank Guarantees are to be furnished/submitted by the contractor, the following shall be complied with

- i) Bank Guarantees shall be from Scheduled Banks / Public Financial Institutions as defined in the Companies Act.
- ii) The Bank Guarantees shall be as per prescribed formats.
- iii) It is the responsibility of the bidder to get the Bank Guarantees revalidated/extended for the required period (subject to a minimum period of two years), as per the advice of BHEL Official of HR dept.. BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantees.
- iv) In case extension/further extensions of any Bank Guarantees are not required, the bidders shall ensure that the same is explicitly endorsed by the Construction Manager and submitted to the Regional HQ issuing the LOI/LOA.
- v) In case the Bank Guarantees are not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned bidder.
- vi) Bidders to note that any corrections to Bank Guarantees shall be done by the issuing Bank, only through an amendment in an appropriate non judicial stamp paper.
- vii) The Original Bank Guarantee shall be sent directly by the Bank to BHEL under Registered Post (Acknowledgement Due), addressed to the Purchase Department of the respective Region.

1.8.9 Return of PBG:

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 PBG 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 contract period as per clause no 5 of SCC .

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

1.8.11 In no case Performance Bank Gurantee can be released before settling all claims under this contract.

1.9 Rejection of Tender and other conditions:

1.9.1 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:

- a) to reject any or all of the tenders.
- b) To split up the work amongst two or more tenderers.
- c) To award the work in part.
- d) Either of the contingencies stated in (b) and (c) to modify the time for completion suitably.
- e) To modify the scope of work after mutual agreement.

1.9.2 Conditional and unwitnessed tenders:

Tenders containing absurd or unworkable rates and amounts and tenders which are incomplete and otherwise considered defective and tenders not in accordance with the tender conditions, specifications etc. are liable to be rejected.

1.9.3 If a tenderer expires after his submission of the tender 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.

1.9.4 BHEL will not be bound by any Power of Attorney granted by the tenderer or by changes in the compositions of the firm made subsequent to the execution of the contract. They may, however, recognise such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.

1.9.5 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 the Earnest Money/Performance Bank Gurantee.

1.9.6 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.

1.9.7 Should a tenderer or contractor or in the case of a firm or Company of Contractors one or more of its Partners/shareholders/Directors have a relation or relations employed in the capacity of an officer of BHEL, the authority inviting tender shall be informed of the fact along with the offer, failing this, BHEL may at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money/Performance Bank Gurantee.

1.9.8 The successful tenderer should not sub-contract the part or complete work detailed in this tender specification undertaken by him without permission of BHEL. The tenderer is solely responsible to BHEL for the work awarded to him. Any deviation in this regard will entail termination of such contract by BHEL at the risk and responsibility of contractor.

1.9.9 The successful tenderer shall inform/keep BHEL informed if he has already undertaken any work/is likely to be awarded any job with the same customer with whom BHEL is entering into contract.

GENERAL TERMS & CONDITIONS OF THE CONTRACT

2.1 Definition:

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

2.1.1 'BHEL' (or B.H.E. Ltd.) shall mean Bharat Heavy Electricals Limited, a company registered under Indian Companies Act., 1956, with its Registered Office at BHEL House, SIRI FORT, NEW DELHI-110049, Power Sector, Eastern Region, Service After Sales – Services, DJ-9/1, Salt Lake, Kolkata – 700091 or its Administrative officers or its site Engineer or the employees authorised to deal with any matters with which these persons are concerned on its behalf.

2.1.2 "GENERAL MANAGER"/DEPUTY IN CHARGE" shall mean the Officer in Administrative charge of BHEL, PS-ER, HR, Kolkata or their other regional offices.

2.1.3 "ENGINEER" or "ENGINEER IN CHARGE" shall mean Engineer deputed by BHEL. The terms include "SITE ENGINEER", "RESIDENT ENGINEER" and "ASSISTANT SITE ENGINEER" of BHEL at the site as well as the officers in-charge at Kolkata office.

2.1.4 "SITE" shall mean the place or places at which the plants/equipment are to be overhauled and services are to be performed as per the specification of this contract.

2.1.6 "CONTRACTOR" shall mean the individual, firm or company who enters into this contract with BHEL and shall include their executors, administrators, successors and permitted assigns.

2.1.7 "CONTRACT" or "CONTRACT DOCUMENT" shall mean and include the agreement or work order, the accepted appendices of rates, schedule of quantities, if any and general condition of contract, the special conditioning of contract instructions of the tenderers, the drawings, the specifications, the special specification, if any, the tender specifications, the special specification, if any, the tender documents and the Letter of Intent/Accepting Letter issued by BHEL. Any conditions or terms stipulated by the contractor in the tender documents or supporting letters shall not form part of the contract unless specifically accepted in writing by BHEL and incorporated in the agreement.

2.1.8 "GENERAL CONDITIONS OF CONTRACT" shall mean the instructions to tenderers and general conditions of contract pertaining to the work detailed.

2.1.9 "TENDER SPECIFICATION" shall mean the "Specific Conditions, technical specifications, appendices, site information and drawings, "pertaining to the work for which the tenderers are required to submit their offer. Also this will include the specifications detailed in NIT of client of BHEL for overhauling, erection, testing and commissioning of plant. Individual specification no. will be assigned to each tender specification.

2.1.10 "TENDER DOCUMENTS" shall mean the General conditions of contract (2.1.8) and tender specification (2.1.9)

2.1.11 "COMPLETION TIME" shall mean the period by date specified in the acceptance of tender for handing over the overhauled equipment/plant which are found acceptable by the engineer being of required standard and conforming to the specification of the contract or recommissioning of the machine successfully whichever is later. Completion time will be reckoned from the date of LOI with the period for mobilisation as prided with LOI, added to the same.

2.1.12 "EQUIPMENT" shall mean all equipments, machineries, materials, structurals, electricals and other components of the plant covered by the contract.

2.1.13 "TESTS" shall mean and include such test or tests to be carried out on the part of the contractor as are prescribed in the contract or considered necessary by BHEL, in order to ascertain the quality workmanship, performance and efficiency of the contract work or part thereof.

2.1.14 "APPROVED" "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL.

2.1.15 "WORK OR CONTRACT WORK" shall mean and include supply of all categories of labour, specified consumables, tools and tackles required for complete and satisfactory site transportation, handling, stacking, storing, overhauling erection, testing and commissioning of the equipment to the entire satisfaction of BHEL.

2.1.16 "SINGULAR AND PLURAL ETC" words carrying singular number shall also include plural and vice versa, where the

context so requires, words importing the masculine gender shall be taken to include any company or Association or body of individuals, whether incorporated or not.

2.1.17 "HEADINGS" The Leadings in these general conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in interpretation or construction thereof or of the contract.

2.1.18 "MONTH" shall mean calendar month.

2.1.19 "WRITING" shall include any manuscript, type written or printed statement under the signature or seal as the case may be.

2.2 Law governing the contract and Court Jurisdiction:

The contract shall be governing by the Law for the time being in force in the Republic of India. The Civil Court having ordinary original civil jurisdiction, Kolkata shall alone have exclusive Jurisdiction in regard to all claims in respective of this contract.

2.3 Issue of Notice:

The contractor shall furnish to the BHEL Engineer the name, designation and address of his authorised agent and all complaints, notices, communications and reference shall be deemed to have been duly given to the contractor if delivered to the contractor or his authorised agent or left at or posted to the address either of the contractor or of his representative and shall be deemed to have been so given in the case of posting on the day on which they would have reached such address in the ordinary course of past or on which they were so delivered or/or left.

2.4 Use of Land:

No land belonging to BHEL or their customer, under temporary possession of BHEL shall be occupied by the contractor without the written permission of BHEL.

2.5 Commencement of Work:

2.5.1 The contractor shall commence the work within the time indicated in the Letter of Intent from BHEL and shall proceed with the same with due expedition without delay. For computing the scheduled completion date, commencement, of work will be reckoned from the date of complete mobilisation as per LOI, unless specifically amended by Head (Services), BHEL, Kolkata.

2.5.2 If the successful tenderer fails to start the work within the stipulated time, BHEL as its discretion will have the right to cancel the contract. His Earnest Money and / or Performance Bank Gurantee 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.

2.5.3 All the works shall be carried out under the direction and to the satisfaction of BHEL.

2.6 Mode of payment and measurement of the work completed.

2.6.1 "All payment due to the contractor shall be paid only by Account payee Cheques"

2.6.2 The contractor shall present his bill on the format prescribed by BHEL for every payment. After verification of such bills by BHEL, all items having financial value shall be entered and certified in BHEL Measurement Book by BHEL Engineer and the bills prepared based on the same and connected technical documents which form part of this tender specification.

2.6.4 Work which is to be measured in details shall be measured as per standard procedure without reference to any local procedures without reference to any local procedures excepting where it is otherwise stated in the tender documents. The measurement shall be taken jointly by person duly authorised on the part of BHEL and by the contractor.

2.6.5 If, at any time due to reason whatsoever, it becomes necessary to re-measure the work done in full or in part, the expenses towards such re-measurement shall be borne by the contractor.

2.6.6.1 The contractor shall bear the expenditure involved, if any, in making the measurement. The Contractor shall, without extra charges, provide all the assistance with appliances with appliance and other things necessary for measurement.

2.7 Rights of BHEL:

2.7.1 To withdraw any portion of work and/or to restrict / alter the quantum of work as indicated in the contract during the progress of work and get it done through other agency and/or by departmental labour 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.

2.7.2 To terminate the contract or withdraw portion of work 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's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor including unexecuted portion of work 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 by the Contractor within scheduled completion period as per Contract or as extended from time to time, for the reasons attributable to the contractor.
- iv) Termination of Contract on account of any other reason (s) attributable to Contractor.
- v) Assignment, transfer, subletting of Contract without BHEL's written permission.
- vi) Non-compliance to any contractual condition or any other default attributable to Contractor.

(#) 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.

Risk & Cost Amount against Balance Work:

Risk & Cost amount against balance work shall be calculated as follows:

$$\text{Risk \& Cost Amount} = [(A-B) + (A \times H/100)]$$

Where,

A= Value of Balance scope of Work (*) as per rates of new contract

B= Value of Balance scope of Work (*) as per rates of old contract being paid to the contractor at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor to be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

(*) Balance scope of work (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 for calculating risk & cost amount. Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.

Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities.

Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose.

Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.

However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.

NOTE: In-case portion of work is being withdrawn at risk & cost of contractor instead of termination of contract, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work' for calculating Risk & Cost amount.

LD against delay in executed work in case of Termination of Contract:

LD against delay in executed work 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), for the delay attributable to contractor. For limiting the maximum value of LD, contract value shall be taken as Executed Value of work till termination of contract.

Method for calculation of "LD against delay in executed work in case of termination of contract" is given below.

- i) Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor = T1
- ii) Let the value of executed work till the time of termination of contract= X
- iii) Let the Total Executable Value of work for which inputs/fronts were made available to contractor and were planned for execution till termination of contract = Y
- iv) Delay in executed work attributable to contractor i.e. T2=[1-(X/Y)] x T1
- v) LD shall be calculated in line with LD clause [as per GCC/SCC/TCC/Special note/any other annexure

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of tender document (in compliance with order of precedence)] of the Contract for the delay attributable to contractor taking "X" as Contract Value and "T2" as period of delay attributable to contractor.

2.7.3 Recoveries arising out of Risk & Cost and LD or any other recoveries due from Contractor

Following sequence shall be applicable for recoveries from contractor:

- a) Dues available in the form of Bills payable to contractor, SD, BGs against the same contract.
- b) Demand notice for deposit of balance recovery amount shall be sent to contractor, if funds are insufficient to effect complete recovery against dues indicated in (a) above.
- c) If contractor fails to deposit the balance amount to be recovered within the period as prescribed in demand notice, following action shall be taken for balance recovery:
 - i) Dues payable to contractor against other contracts in the same Region shall be considered for recovery.
 - ii) If recovery cannot be made out of dues payable to the contractor 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.
 - iii) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor.

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

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

2.11 Strikes & Lockouts :

The contractor will be fully responsible for all the disputes and other issues connected with his labour. In the event of the contractor's labour resorting to strike or the lockout declared is not settled within a period of one week BHEL shall have the right to get the work executed employing the own labour or through any other agencies or both and the cost so incurred by BHEL, shall be deducted from the contractor's bills as per clause 2.7. For all purposes whatsoever, the employees of the contractor shall not be deemed to be in the employment of BHEL.

2.12. Force Majeure :

2.12.1 The following shall amount to Force Majeure :

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

2.12.2 If the contractor suffers delay in the due execution of the contractual obligation due to delays caused by Force Majeure as defined above, the agreed time of completion of the job covered by this contract or the obligations of the Contractor 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 the contractor shall not be eligible for any compensation.

2.13. Arbitration :

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 re-enactments 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.

In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:

In the event of any dispute or difference relating to the interpretation and application of the provisions of 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. The cost of arbitration shall be borne equally by the parties.

Work under the contract shall be continued during the arbitration proceedings.

3.1 Quantum of Work:

3.1.1 The scope of work given in the tender specification is only approximate and is liable to variation and alternation at the discretion of BHEL Resident Engineer. No compensation on this account shall be payable to the contractor unless specifically recommended by HR/BHEL as the variation forming major additions to the original scope of work. All repair / rectification work arising out of normal wear and tear, seizure of parts etc. have to be done by the contractor and the same will be covered by the scope of work of the contract.

3.1.2 The scope of work details out the major activities only. However, as per the general maintenance requirement and site condition, certain related activities may have to be carried out without any extra cost.

3.2 Commencement and completion of work : As per SCC

3.3 Penalty for delay:

3.3.1 In the event of failure to complete the work in given time, an amount equal to ½% [half percent] of the contract value per day subject to a maximum of 10% [ten percent] of the contract value will be levied as penalty, in case the balance work is allowed to be completed by the contractor beyond the scheduled time of completion, which is at the discretion of BHEL. In case of delays on contractor's part, at any stage during the scheduled period or after, BHEL shall have the option of ensuring completion of the job by any other means at its disposal and the charges on this account shall be levied on the contractor. These shall be adjusted against contractor's bills or Performance Bank Guarantee.

In case of LD recovery, the applicable GST shall also be recovered from vendor.

SPECIAL CONDITIONS OR CONTRACT (PART-C)

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| 1.0 | GENERAL INFORMATION FOR BIDDERS | |
| 1.1 | Bidders are advised to inspect the premises and check the magnitude of pest infestation as also the nature and extent of pest attack so as to make arrangement is obtaining for satisfactory treatment before submitting the quotation. | |
| 1.2 | Any doubt about the scope of work should be got cleared from BHEL (HR Administration) before quoting the rates for the same. | |
| 1.3 | The Price Bid (Volume III) shall be inclusive all but excluding GST with applicable cess & BOCW Cess. The new taxes as may be levied by the Government from time to time shall be charged by the contractor in addition to the rates quoted in the bid by the Bidder. | |
| 1.4 | Bidder must check the PRE-QUALIFICATION CRITERIAN before Bid Submission. | |
| 2.0 | SCOPE | |
| 2.1 | Pest Control including General Pest Control/ Disinfestations Services, Rodent Control, Termite Control, Vector Control Service etc. as elaborated below: | |
| 2.2 | General Pest Control/ Disinfestations Services: It means eradication of crawling insects such as Cockroaches, Mosquitoes, Flies, Lizards, Termite, bugs, bedbugs, silverfish, red ants, black ants, Black- Beetles, spiders etc. through the use/application / spray of permitted insecticides as per Government of India and WHO norms. The Pest control should cover all the places like space under the tables, chairs, almirahs, on and around the pile of files, Boxes, carpets, electrical and telephone wiring, wooden ceiling, panelling, cardboards, wooden furniture, false ceiling, staircases, lift lobby, all toilets drain ducts, pantry rooms, cabins, rooms, corridors, in stores and any hidden space under the furniture and no space should be left unattended. | |
| 2.3 | Rodent Control: Rat & Rodent inside the building. Rat/ Rodent should be controlled by : (i) Catching Rats or reptiles , (ii) Placing a glue mat or (iii) Placing ultra sound devices as may be required in multiple numbers on all floors or (iv) Doing permitted spray or putting herbal / chemical tablets etc. to keep rats and rodents away from BHEL BHAWAN or force rats / rodents to move outside from BHEL BHAWAN. (v) Combinations of any of the above. It should be ensured that such chemicals should not be put so that rats/ rodents/reptiles would die inside the building or above the false ceiling. | |
| 2.4 | Termite Control: (i) The Pest control for termites and white ants should cover all the places like spray under the tables, chairs, almirahs, on and around the pile of files, on wooden furniture, on false ceiling, on all staircases, on lift lobby, on all toilets drain ducts, on all pantry rooms, in all stores and any hidden space under the furniture and should leave no space unattended. The Termite Control by spraying method with chemicals Chlorpyrifos 20% EC / 50% EC, Bifenthrin 2.5% EC / Imidacloprid 30.5% SC. (ii) Termite Control in Masonry : Post construction Termite Control by way of drilling with electronic drill machine and inject chemicals Emulsifiable, Chlorpyrifos 20% & 50% / Imidacloprid 30.5% SC / Bifenthrin 2.5% Emulsions Concentrate. Drill approximately 6 mm diameter holes to the depth of 50 mm to 75 mm with in the masonry wall at the plinth level from both sides at downward angle of 45 degrees preferably at 300 mm c/c intervals, squirt emulsion through these holes till refusal to soak the masonry using hand operated pump and seal after drying. The treatment shall be extended to internal walls, wall corners & where door and window frames are embedded in the masonry. | |
| 2.5 | Vector Control Service: This service will carry out for controlling mosquitoes, flies and other flying insects. This will be provided by treating the breeding areas such as open drains, dustbins, garbage area, receiving area entry point's front and rear area of the premises under the bushes damp area along the walls etc. This treatment will be carryout by outdoor spray, indoor spray and using Malarial Larvicidal Oil. | |
| 2.6 | BHEL Power Sector Eastern Region requires pest control rodent and disinfestation services to be carried out at our premises at: | |
| | SI No. | Name/Address of Premises |
| | (i) | BHEL BHAVAN (G+4 Floor), 9/1, DJ Block, Sector-II, Salt Lake, Kolkata-700091 |
| | (ii) | 2 nd Floor, Chatterjee International Centre, 33A, Chowringhee Road, Kolkata-700071, |
| | (iii) | One Four Storied Residential Complex at 107/4A, Manoharpukur Road, Kolkata-700026 |
| | (iv) | Golf Green Transit Flat, ONGC apartment, 18/2 Uday Sankar Sarani, Kolkata-700095 |
| | | Super Built Area covered |
| | | 43657Sq Ft |
| | | 14257 Sq Ft. |
| | | 15700 Sq Ft. |
| | | 3732 Sq. Ft |

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| 3.0 | Bill of Quantities | | |
| | SI No. | Type of work | Frequency of Operation |
| | 3.1 | General Pest Control/ Disinfestations Services at BHEL BHAWAN . | Weekly |
| | 3.2 | General Pest Control/ Disinfestations Services at 2 nd Floor Chatterjee International Centre | Fortnightly |
| | 3.3 | General Pest Control/ Disinfestations Services at Residential Complex, Manoharpukur Road | Fortnightly |
| | 3.4 | General Pest Control/ Disinfestations Services at Transit Flat at Golf Green | Fortnightly |
| | 3.5 | Rodent Control at BHEL BHAWAN . | Fortnightly |
| | 3.6 | Rodent Control at 2 nd Floor Chatterjee International Centre | Fortnightly |
| | 3.7 | Rodent Control at Residential Complex Manoharpukur Road | Fortnightly |
| | 3.8 | Rodent Control at Transit Flat at Golf Green | Fortnightly |
| | 3.9 | Termite Control by spraying method with chemicals at BHEL BHAWAN | Fortnightly |
| | 3.10 | Termite Control by spraying method with chemicals at 2 nd Floor Chatterjee International Centre | Fortnightly |
| | 3.11 | Termite Control by spraying method with chemicals at Residential Complex Manoharpukur Road | Fortnightly |
| | 3.12 | Termite Control by spraying method with chemicals at Transit Flat at Golf Green | Fortnightly |
| | 3.13 | Termite Control in Masonry by way of drilling & injecting chemicals at BHEL BHAWAN | One time |
| | 3.14 | Vector Control Service at BHEL BHAWAN: | Fortnightly |
| | 3.15 | Vector Control Service at Residential Complex Manoharpukur Road | Fortnightly |
| 4.0 | Other Terms and Conditions | | |
| 4.1 | The contractor shall carry out the above services preferable on prior evening of week end in BHEL Bhawan and for other three BHEL premises at Kolkata in Week end/holidays to the satisfaction of BHEL. | | |
| 4.2 | The chemicals used in all the treatments should conform to the stipulations of the relevant latest Indian Standards/ as recommended by WHO. | | |
| 4.3 | If at any time during the contract period, the treatment is found ineffective, the contractor shall be required to repeat the treatment to make it effective at his own cost. | | |
| 4.4 | The Bidder shall be solely responsible for payment of wages /salaries and other benefits and allowances to his personnel as applicable under any Act or order of the Government including Minimum Wages Act. BHEL shall have no liability whatsoever in this regard. | | |
| 4.5 | Insurance cover protecting the Bidder against all claims applicable under the Workmen's Compensation Act, 1948, shall be taken by contractor. BHEL shall not entertain any claims arising out of mishap, if any, which may take place. | | |
| 4.6 | It is made clear that the engagement of the service provider does not way confer any right to the service provider or the persons that may be deployed by him in this office for claiming any regular or part time employment in BHEL | | |
| 4.7 | The contractor shall be fully responsible for theft, burglary, fire or any mischievous deeds by his staff. | | |
| 5.0 | Contact Period | | |
| 5.1 | The Time Period of contract shall be 02 (two) years from actual date of commencement of work. | | |
| 5.2 | Successful bidder shall start the work as per instruction from concerned BHEL official of HR dept. after placement of order. | | |
| 5.3 | BHEL reserves the right to extend the contract beyond two years, if need arises, on mutual agreement on the same rate, terms and conditions. | | |
| 6.0 | Payment Terms | | |
| | <p>Bill(s) in duplicate shall be submitted to the Officer-in-charge within 10 days of subsequent month. Payment shall be made through RTGS. The Bidder is required to furnish necessary details in mandate form No mobilization advance will be paid to the Bidder by BHEL under this contract. Payment will be made on monthly basis and it will be released within 30 (thirty) days after receipt of bill, milestone job and on submission of documents as given in the tender.</p> <p>A) For all the jobs except 'Termite Control in Masonry by way of drilling & injecting chemicals'</p> <p>a) For all items of work/services as per the Bill Of Quantities/ break-up, interim payment shall be limited to 90 % of the gross value of interim bill.</p> <p>b) Balance Payment: Balance payment including GST will be released after successful completion (monthly basis) of any individual job subject to fulfilment of the following :</p> <ol style="list-style-type: none"> 1. Confirmation of full GST Credit to BHEL. 2. Vendor declaring GST Invoice in his GSTR-1 3. Confirmation of payment of GST thereon by vendor on GSTN Portal 4. Above is subject to receipt of goods / service and tax invoice thereof along with vendor declaring invoice in his return | | |

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| | <p>and paying GST within timeline prescribed for availing ITC by BHEL. Any Interest if levied thereon for reasons elaborated in Tax clause of the tender which is not attributable to BHEL will be recovered from the Final Payment / Retention.</p> <p>B) For 'Termite Control in Masonry by way of drilling & injecting chemicals' : Claim to be made for 80% only along with GST for 'Termite Control in Masonry by way of drilling & injecting chemicals' shall be once the treatment is completed to the satisfaction of the BHEL Engineer.</p> <p>a) 90% payment of the claimable 80% will be made after successful completion of the job.</p> <p>b) Balance Payment: Balance 10% of claimable 80% payment including GST will be released after successful completion of job subject to fulfilment of the following :</p> <ol style="list-style-type: none"> 1. Confirmation of full GST Credit to BHEL. 2. Vendor declaring GST Invoice in his GSTR-1 3. Confirmation of payment of GST thereon by vendor on GSTN Portal 4. 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>c) Last 20% would be kept hold and same shall be released after 24 months from the date of completion of said treatment subject to fulfilment of the following :</p> <ol style="list-style-type: none"> 1. Confirmation of full GST Credit to BHEL. 2. Vendor declaring GST Invoice in his GSTR-1 3. Confirmation of payment of GST thereon by vendor on GSTN Portal 4. 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>Any Interest if levied thereon for reasons elaborated in Tax clause of the tender which is not attributable to BHEL will be recovered from the Final Payment / Retention.</p> | | | |
| 7.0 | Special Notes to bidder : | | | |
| 7.1 | The monthly bill shall be submitted along with checklist duly filled in. The Checklist shall be as under: | | | |
| | SI No. | Description | Status of Submission | Remarks |
| | (i) | Tax Invoice | Submitted / Not Submitted | |
| | (ii) | Copy of GST Compliance Challan | Submitted / Not Submitted | |
| | (iii) | Copy of Deployment Roster /Chart | Submitted / Not Submitted | |
| | (iv) | Undertaking / Certificate for having disbursed of Wages to the Personnel so engaged under this contract and compliance of all statutory obligations. | Submitted / Not Submitted | |
| | (v) | Protocol / Certificate of carrying out Pest Control operation | Submitted / Not Submitted | |
| 7.2 | The Bidder, at his own finance, must make payment of wages / other allowances / Statutory Benefits under various statutes to the personnel engaged / deployed for specific work under this contract. BHEL shall not make any reimbursement to the Bidder towards payment of wages / other allowances / Statutory Benefits under various statutes made to such personnel so deployed under this contract. | | | |
| 7.3 | The Bidder has to arrange his own finance for carrying out the job including other financial obligations involved in arrangement of payment to his workmen, Uniform, Personal Protective Equipment (PPE), all tools and tackles, Chemicals etc. during the tenure of this contract. No mobilisation advance shall be paid to the Bidder by BHEL under this contract. | | | |
| 7.4 | The successful bidder shall mobilize adequate resource for payment of wages and other statutory dues for payment under various Acts. No mobilization advance will be paid to the Bidder by BHEL under this contract. | | | |
| 7.5 | BHEL shall deduct / recover the loss due to negligence of the service from the monthly bills and other dues of the Bidder. Such recovery shall be limited to 10% of the bill value. | | | |
| 8.0 | TAXES AND DUTIES | | | |
| 8.1 | 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. | | | |
| 8.2 | 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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| | contractor. Quoted/ accepted rates/ price shall be inclusive of all such requirements. |
| 8.3 | GST with applicable Cess, legally leviable & 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. |
| 8.4 | 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. |
| 8.5 | 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. |
| 8.6 | 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. |
| 8.7 | TDS under GST (if/ as & 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. |
| 8.8 | Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred there under) wherein the 'Bill To' details shall be as per following. BHEL GSTN – 19AAACB4146P1ZC, NAME - BHARAT HEAVY ELECTRICALS LIMITED ADDRESS – BHEL Bhavan, DJ-9/1, Sector - II, Saltlake, Kolkata - 700091. |
| 8.9 | 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 Portal Address & Email Address : – mlakra@bhel.in , kanchan7@bhel.in , amitavac@bhel.in 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. |
| 8.10 | 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 & Rules referred there under. |
| 8.11 | 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. |
| 8.12 | Bidder shall note that in case GST credit is delayed/ denied to BHEL due to delayed / non receipt of goods and /or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons attributable to the bidder, GST amount shall be recoverable from the bidder along with interest levied / leviable on BHEL, as the case may be. |
| 8.13 | 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. |
| 8.14 | 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 & 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. |
| 8.15 | Any new taxes & duties, if imposed subsequent to the due date of offer submission as per NIT & 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. |

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| 9.0 | EMD & PBG are as per General Conditions of the Contract. |
| 10.0 | Performance Bank Gurantee : Not applicable |
| 11.0 | <u>HEALTH, SAFETY AND ENVIRONMENT:</u> |
| 11.1 | The Bidder will ensure that the personnel do not indulge in any unsafe and hazardous practice. They will ensure that his Labour uses safety equipment such as shoes, goggles, masks etc. where use of such equipment is required in day-to-day operations. They will ensure that safety measures as recommended and stipulated in the Safety Rules of BHEL are strictly followed. Also general guidelines to protect environmental shall be strictly adhered to. |
| 11.2 | The Bidder must ensure the health safety hazard for his staffs engaged for this service. |
| 11.3 | BHEL will not be responsible if any injury or other health hazards happed to contractor engaged staffs during the course of duty at BHEL premises. |
| 11.4 | Contractor has to submit the copy of valid licence issued by State/Central Govt. for carrying out the Pest control business. |
| 11.5 | Contractor engaged staff must carry the appropriate ID card issued by the contractor while entering in BHEL premises they should not be aged less than 18 years. |
| 11.6 | Contractor must ensure that their staffs should not be involved in any trade union activity or indiscipline activities in BHEL premises. |
| 12.0 | RIGHTS OF BHEL : As per GCC |
| 13.0 | <u>PENALTY :</u> As per GCC . However the following is also additionally applicable : BHEL reserves right for levying Penalty of Rs. 1000/- (Rupees One Thousand only) if deployed personnel deputed for carrying Pest Control Service are not wearing PPEs (Mouth Mask, Gloves, Protective googles, Shoes). |
| 14.0 | <u>DISPUTE SETTLEMENT .:</u> |
| | All disputes arising in connection with the contact shall be settled by mutual consultation. If no agreement is reached, the dispute shall be settled in accordance with the provision of the Arbitration and Conciliation Act, 1996 and the rules made therein under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of BHEL, PSER, Kolkata. The award of the arbitrator shall be final and binding on both the parties. The venue of the arbitration shall be in Kolkata in India. The Award to be given by Arbitration shall be a speaking award. |
| 15.0 | Evaluation and Awarding |
| | Evaluation will be done on total quoted price including all taxes & duties excluding GST, applicable cess & BOCW cess as per Price Schedule Volume –III |

| PART - E PRICE SCHEDULE, REV-00 | |
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| JOB: PEST AND RODENT CONTROL SERVICE IN BHEL PREMISES AT KOLKATA | |
| TENDER NO: | |
| SL NO | PREAMBLE |
| 1.0 | This preamble forms part of tender document and schedule of items. The tenderer should read this preamble carefully before filling in rates for various items. Clauses under this preamble shall be read in conjunction with various volumes of tender and other tender sections as applicable with subsequent changes/ modifications etc. thereto as applicable as on date of submission of price offer. |
| 2.0 | The work shall be carried out strictly as per specifications, description of the items in these schedule and/ or BHEL's instructions. |
| 3.0 | Items of work provided in this schedule but not covered in this specification shall be executed strictly as per instruction of the engineer. |
| 4.0 | Unless specifically mentioned otherwise in the tender documents, the tenderer shall quote the rates inclusive of cost towards Labour, tools & tackles, equipment, Chemicals, Materials, Personal Protective Equipment (PPE), Uniform, levies, transport, rectification, overheads, profits and all incidental items not specifically mentioned but reasonably implied and necessary to complete the work according to the tender document and this schedule. |
| 5.0 | Rates shall be quoted in figures and in words in clear legible writing. No overwriting is Permitted. Mismatch in figure and in words, if any, lower value between them shall be taken for evaluation. |
| 6.0 | The tenderer shall be deemed to have studied the specifications and details of work to be done within the time schedule, all terms and conditions of this tender attached and to have acquainted himself of the conditions prevailing at site. |
| 7.0 | BHEL's decision shall be final and binding on the contractor regarding clarification of items in the schedule with respect to the other sections/volumes of the contract. |
| 8.0 | Unless otherwise specifically mentioned in the tender, evaluation will be done on quoted value i.e. GRAND TOTAL PRICE (SCH-1 MAIN PRICE) . However, BHEL reserves the right to go for reverse auction in deciding the lowest bidder. |
| 9.0 | Subject to above quantity variation, the quantities of the various items mentioned in this schedule of items are approximate, based on very preliminary information and may vary +/- 20%. The quoted rates of each item will remain firm throughout the period of execution including extension, for reasons whatsoever. |
| 10.0 | In case the lowest rate offered by the bidders are found to be unreasonable, BHEL reserves the right to negotiate for further price reduction and in case the same is acceptable to BHEL and in such case the negotiated rate will be considered as L1 rate for all purposes. |
| 11.0 | BHEL RESERVES THE RIGHT TO RATIONALIZE THE RATES, QUOTED BY L-1 BIDDER AGAINST ITEMWISE LOWEST RATES (AMONG THE PARTICIPATING BIDDERS), BEFORE PLACEMENT OF ORDER. |
| 12.0 | Very Important Note: Any other document (if uploaded by bidder) in Price Bid/ Schedule apart from tendered Price Schedule (PART - E) shall not be taken into cognizance for evaluation of offer. Any Modification in Price schedule in any way by bidder is not acceptable & shall be considered as tampering of tender document. |

E-TENDER NUMBER :

PSER: PUR: HR: 164: 006

Date: 23/04/2018

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| <p>PART - E PRICE SCHEDULE, REV-00</p> |
| <p>JOB: PEST AND RODENT CONTROL SERVICE IN BHEL PREMISES AT KOLKATA</p> |
| <p>SCH-1: MAIN PRICE</p> |

PLEASE REFER

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

| PART-E PRICE SCHEDULE, REV-00 | | | | | | | |
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| JOB: PEST AND RODENT CONTROL SERVICE IN BHEL PREMISES AT KOLKATA | | | | | | | |
| SCH-2: WEIGHTAGE BREAK-UP OF MAIN PRICE | | | | | | | |
| Item | DESCRIPTION OF ITEM | LOCATION | UOM | QTY | Rate per operation [inclusive of all but excluding GST] | Rate for total qualities [inclusive of all but excluding GST] | Weightage for total price of each item (nearest to the 9 decimal points) w.r.t the grand total amount |
| | | | | | Rate in Fig (Rs) | Rate in Fig (Rs) | |
| 3.1 | General Pest Control/ Disinfestations Services at BHEL BHAWAN | BHEL BHAVAN (G+4 Floor), 9/1, DJ Block, Sector-II, Salt Lake, Kolkata- 700091 | Nos. | 104 | | | 0.189645970 |
| 3.2 | General Pest Control/ Disinfestations Services at 2 nd Floor Chatterjee International Centre | 2nd Floor, Chatterjee International Centre, 33A, Chowringhee Road, Kolkata-700071, | Nos. | 52 | | | 0.058589812 |
| 3.3 | General Pest Control/ Disinfestations Services at Residential Complex Manoharpukur | One Four Storied Residential Complex at 107/4A, Manoharpukur Road, Kolkata-700026 | Nos. | 52 | | | 0.070924509 |
| 3.4 | General Pest Control/ Disinfestations Services at Transit Flat at Golf Green | Golf Green Transit Flat, ONGC apartment, 18/2 Uday Sankar Sarani, Kolkata-700095 | Nos. | 52 | | | 0.063215323 |
| 3.5 | Rodent Control at BHEL BHAWAN | BHEL BHAVAN (G+4 Floor), 9/1, DJ Block, Sector-II, Salt Lake, Kolkata- 700091 | Nos. | 52 | | | 0.053964301 |
| 3.6 | Rodent Control at 2 nd Floor Chatterjee International Centre | 2nd Floor, Chatterjee International Centre, 33A, Chowringhee Road, Kolkata-700071 | Nos. | 52 | | | 0.035462255 |
| 3.7 | Rodent Control at Residential Complex Manoharpukur | One Four Storied Residential Complex at 107/4A, Manoharpukur Road, Kolkata-700026 | Nos. | 52 | | | 0.040087766 |
| 3.8 | Rodent Control at Transit Flat at Golf Green | Golf Green Transit Flat, ONGC apartment, 18/2 Uday Sankar Sarani, Kolkata-700095 | Nos. | 52 | | | 0.030836743 |
| 3.9 | Termite Control by spraying method with chemicals at BHEL BHAWAN | BHEL BHAVAN (G+4 Floor), 9/1, DJ Block, Sector-II, Salt Lake, Kolkata- 700091 | Nos. | 52 | | | 0.086342881 |
| 3.1 | Termite Control by spraying method with chemicals at 2 nd Floor Chatterjee International Centre | 2nd Floor, Chatterjee International Centre, 33A, Chowringhee Road, Kolkata-700071, | Nos. | 52 | | | 0.057047975 |
| 3.11 | Termite Control by spraying method with chemicals at Residential Complex Manoharpukur | One Four Storied Residential Complex at 107/4A, Manoharpukur Road, Kolkata-700026 | Nos. | 52 | | | 0.064757161 |
| 3.12 | Termite Control by spraying method with chemicals at Transit Flat at Golf Green | Golf Green Transit Flat, ONGC apartment, 18/2 Uday Sankar Sarani, Kolkata-700095 | Nos. | 52 | | | 0.047796952 |
| 3.13 | Termite Control in Masonry by way of drilling & injecting chemicals at BHEL BHAWAN | BHEL BHAVAN (G+4 Floor), 9/1, DJ Block, Sector-II, Salt Lake, Kolkata- 700091 | Nos. | 1 | | | 0.062563008 |
| 3.14 | Vector Control Service at BHEL BHAWAN: | BHEL BHAVAN (G+4 Floor), 9/1, DJ Block, Sector-II, Salt Lake, Kolkata- 700091 | Nos. | 52 | | | 0.074008184 |
| 3.15 | Vector Control Service at Residential Complex Manoharpukur | One Four Storied Residential Complex at 107/4A, Manoharpukur Road, Kolkata-700026 | Nos. | 52 | | | 0.064757161 |
| GRAND TOTAL PRICE i.e. Total Quoted price including all taxes & duties excluding GST , Applicable CESS & BOCW CESS for the entire BILL OF QUANTITIES (BOQ) I.E. SUM OF ITEM 3.1 TO ITEM 3.15 | | | | | | 0 | 1.000000000 |

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| PART - E UN-PRICE SCHEDULE, REV-00 |
| JOB: PEST AND RODENT CONTROL SERVICE IN BHEL PREMISES AT KOLKATA |
| SCH-1: MAIN PRICE |

PLEASE REFER

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

PART-F:
General Terms & Conditions of Reverse Auction

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

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

PART- G
FORMS AND PROCEDURES

ANNEXURE-1

FORMAT FOR SEEKING CLARIFICATION

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

To,

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

Dear Sir,

Sub: Request for Clarification

Ref: 1) NIT/Tender Specification No:,
2) All other pertinent issues till date

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

Yours faithfully,

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

ANNEXURE-2

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

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

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

ANNEXURE-3

BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

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

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

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

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

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

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

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

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

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

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

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

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

Notwithstanding anything to the contrary contained hereinabove:

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

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

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

For and on behalf of
(Name of the Bank)

Dated.....

Place of Issue.....

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

² DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

³ PROJECT/SUPPLY DETAILS

⁴ BG AMOUNT IN FIGURES AND WORDS

⁵ VALIDITY DATE

⁶ DATE OF EXPIRY OF CLAIM PERIOD

⁷ BG AMOUNT IN FIGURES AND WORDS.

⁸ VALIDITY DATE

⁹ DATE OF EXPIRY OF CLAIM PERIOD

Note:

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

ANNEXURE-4

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.

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.

ANNEXURE-5

DECLARATION OF THE BIDDERS

Job: "PEST & RODENT CONTROL SERVICE IN BHEL PREMISES AT KOLKATA".

01. I,hereby certify that all the information and data furnished by me with regard to this E-Tender No. PSER:PUR:HR:164:006 Date 23/04/2018 are true and complete to the best of my knowledge.
02. I have gone through the tender specifications, scope of work, terms and conditions mentioned in Annexure as well as General and Special conditions of contract and various stipulations in detail and agree to abide by them and comply with the requirements and intent of specifications.
03. I also certify that there have been no deviations from the tender requirements in the bid submitted against this tender.
04. I further certify that I am duly authorized representative of the under mentioned tenderer and hold a valid power of attorney to this effect, a copy of which is enclosed.

Signature:

Name :

Date :

Designation :

Seal :

Tenderers Name and address

ANNEXURE-6

(RTGS FORMAT – NEED TO BESUBMITTED ALOG WITH OFFER . THE SAME IS REQUIRED FOR ANY PAYMENT BY BHEL INCLUDING REFUND OF EMD ETC.)

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

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**
 07. Branch Phone No. **KOLKATA**
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

 के. के. कोआरी / K. K. Coari
 Representative (Sign)/ Dy. General Manager (Fin)
 बी. एच. ई. लि. - पी.एम.ई. भवन - कोलकाता - 700 091
 BHEL : PSER / Kolkata-700 091

Confirmation by Bidder

 with office seal


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

ANNEXURE-6
FORMAT FOR DETAILS OF BIDDER

| | | | | |
|---|--|--------------|--------------|--------------|
| NAME OF BIDDER | | | | |
| FAX NO. | | | | |
| Registration Number* | | | | |
| Name of Partners / Directors with contact no. | | | | |
| 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* | | | | |
| Additional Mandatory information for Vendor with Registered GSTN | | | | |
| | | GSTN wise | | |
| | | For 1st GSTN | For 2nd GSTN | For Nth GSTN |
| 1 | GSTIN Code {with copy of GSTN Certificate (Provisional/Original)}* | | | |
| 2 | Address*- | | | |
| 3 | City* | | | |
| 4 | State * | | | |
| 5 | PIN code* | | | |
| 6 | Mobile no.* | | | |
| 7 | Phone no. | | | |
| 8 | Fax no. | | | |
| 9 | Contact person* | | | |
| 10 | Email id* | | | |