



## 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

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

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

### 1.0 Salient Features of NIT:

SL NO	ISSUE	DESCRIPTION	
i	TENDER NUMBER	PSER:PUR:PMX:357:102:(ENQ:17:PP:0015:PUR:135) DATE: 30/12/2017	
ii	Broad Scope of job	SUPPLY & INSTALLATION OF ELECTRICAL APPLIANCES FOR CUSTOMER LIVING ACCOMODATION FOR 2X660 MW MAITREE SUPER THERMAL POWER PROJECT AT MOIDARA VILLAGE, RAMPAL UPAZILA, BAGERHAT DISTRICT, BANGLADESH.	
iii	DETAILS OF TENDER DOCUMENT:		
a	Volume-I	<a href="#">GENERAL CONDITIONS OF CONTRACT (SUPPLY)</a>	Applicable.
d	PART- H	<a href="#">FORMS AND PROCEDURES ETC.</a>	Applicable.
e	Volume-IF	<a href="#">SPECIAL CONDITIONS OF CONTRACT (SCC)</a>	Applicable.
f	Volume-II	<a href="#">TECHNICAL SPECIFICATION</a>	Applicable.
g	Volume-III	<a href="#">PRICE SCHEDULE(PRICED)</a> AND <a href="#">PRICE SCHEDULE(UN PRICED)</a>	Applicable.
iv	Issue of Tender Documents	a) Online through e-procurement platform at <a href="https://bheleps.buyjunction.in">https://bheleps.buyjunction.in</a> b) From BHEL website ( <a href="http://www.bhel.com">www.bhel.com</a> & <a href="http://www.jantermanter.com">www.jantermanter.com</a> ) Tender documents can be downloaded from website till due date of submission. <a href="#">Start date 30/12/2017.</a>	Applicable
v	DUE DATE & TIME OF OFFER SUBMISSION	Date: <a href="#">09/01/2018, Time: 15-00 Hrs.</a> Place : BHEL- Kolkata (Offer to be submitted online through e-procurement platform at <a href="https://bheleps.buyjunction.in">https://bheleps.buyjunction.in</a> OR through conventional hard copy bid submission)	Applicable
vi	OPENING OF TENDER	Techno-commercial offer will be opened on same day <a href="#">(09/01/2018) at 16-00 Hours</a> , for which bidder may depute representative. Bidders are requested to visit website for viewing Tender Change Notice (TCN) / Corrigendum etc. informing any change before submitting the tender. Bidder may depute representative to witness the opening of tender.	Applicable

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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

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

vii	EMD AMOUNT	<i>NIL</i>	<i>Not Applicable</i>
viii	COST OF TENDER	<i>NIL</i>	<i>Not Applicable</i>
ix	LAST DATE FOR SEEKING CLARIFICATION	<b>Date: 06/01/2018 (11:00 HRS)</b> <i>Along with soft version also, addressing to undersigned (in email) as per contact address given below</i>	<b>Applicable</b>
x	SCHEDULE OF Pre Bid Discussion (PBD)	<i>Not Applicable</i>	<i>Not Applicable. (In case BHEL decides to conduct PBD, date, time &amp; venue of PBD will be intimated suitably thru TCN)</i>
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	<i>Not Applicable</i>	<i>Not Applicable</i>
xii	Latest updates	--	<i>Shall be intimated to bidder</i>

## 2.0 DOCUMENTS TO BE UPLOADED & MODALITY OF UPLOADING:

**Offers are invited in two-parts only. Offer to be submitted  
Either through conventional hard copy bid submission mode  
OR  
Online through e-procurement platform at <https://bheleps.buyjunction.in>.**

### a) HARD COPY BID SUBMISSION:

In case offer is submitted through hard copy bid conventional; complete set of offer shall be sent to BHEL, PSER, Kolkata as per address given below as per following details. In case of voluminous document the tender may be submitted in properly bounded form.

The offers shall be sent in three separate sealed envelopes as under :-

COVER NO	SHALL CONTAIN FOLLOWINGS:
<b>COVER-I (TECHNO-COMMERCIAL BID)</b>	i) Covering letter of offer. ii) Pre-qualifying documents with all credential documents. iii) Demand Draft etc. towards Cost of Tender (if applicable). i) Un-priced Bid-Unpriced but mentioning only 'QUOTED' / 'UNQUOTED' against each item as per tendered format. ii) Duly filled all annexures iii) References of subsequent correspondences, if any iv) Copy of records notes of Pre Bid Conference, if applicable/ pre-bid MOM.

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	v) Copy of Tender change notice (TCN), if applicable. vi) All supporting documents/ Annexures etc. as applicable. vii) NIT pages along with all volumes/parts of the tender (all pages) viii) No deviation certificate in bidders letterhead as per format given. ix) Part – D : General Terms & Conditions of Reverse Auction
<b>COVER-II (PRICE BID)-</b>	i) Copy of covering letter given in Cover-I ii) Duly filled in Price Schedule(as per tender format).
<b>COVER-III (EMD)</b>	Demand Draft etc. towards EMD as per instruction <b>(if applicable)</b>

**b) EPROCUREMENT BID SUBMISSION:**

In case offer is submitted online through e-Procurement platform at <https://bheleps.buyjunction.in>, same shall be submitted as described below:

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

**SPECIAL NOTE:**

**A) FOR HARD COPY BIDS-Above three separately sealed covers shall together be enclosed in a fourth cover (Cover-IV). All the four sealed covers shall be clearly super scribed with COVER NO WITH NOMENCLATURE, NAME OF THE JOB, TENDER DOCUMENT NO. AND DUE DATE OF SUBMISSION.**

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

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय) POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091 फैक्स/Fax : (033) 23211960      फोन/Phone : बोर्ड/EPABX : 23398220
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**C) All documents / annexure submitted with the offer shall be properly annexed and placed in respective places of the offer as per enclosure list mentioned in the covering letter. BHEL shall not be responsible for any missing documents.**

- 3.0** BHEL reserves the right to reject the bidder with unsatisfactory past performance in the execution of a contract. BHEL's decision in this regard shall be final & binding.
- 4.0** BHEL reserves the right to accept or reject any or all offer without assigning any reasons thereof. BHEL also reserve the right to cancel the offer wholly or partly without assigning any reason thereof. BHEL also reserve the right to split/part award the job. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD)
- 5.0** 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.
- 6.0** Validity of the offer shall be for SIX(06) MONTHS from the due date of offer submission (including extension, if any).
- 7.0** Bidders are free to visit the site and study the prevailing site condition including law & order etc. before quoting (if applicable). 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.
- 8.0** 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.
- 9.0** 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.
- 10.0** 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.
- 11.0** 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.
- 12.0** Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
- 13.0** 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.

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- 14.0** 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.
- 15.0** While BHEL reserves the right to open the price bid of the offers in camera. The date & time to open the tender opening shall be intimated to the bidders in case BHEL decides it to be 'Public opening' and in such a case, one authorized representative of the bidder shall be allowed to attend.
- 16.0** Taxes and duties shall be as per SCC.
- 17.0** Statutory variation of taxes and duties (plus or minus) in accordance with Govt. Notifications to the account of BHEL. Any imposition of new / additional Duty / Tax at the time of supply shall be borne by BHEL.
- 18.0** Bidders are required to submit price as per tender Price Schedule format in e-procurement portal/platform in the form & manner as mentioned in tender.
- 19.0** Overwriting or erasures should be avoided. If however, they exist they must be invariably attested.
- 20.0** 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.
- 21.0** "BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com)) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.
- 22.0** Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on [www.bhel.com](http://www.bhel.com)).
- 23.0** **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.
- 24.0** If it is found that L1 bidder has quoted higher in online seal bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on [www.bhel.com](http://www.bhel.com)).
- 25.0** 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 SR.ENGINEER /PURCHASE, BHEL, KOLKATA.
- 26.0** **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**

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**deciding the successful bidder, as per BHEL's standard practice. BHEL's decision in this regard will be final and binding on bidder.**

- 27.0** Bidders are requested to note that the accepted / agreed tender terms (technical, commercial or on Reverse Auction) in their original offer cannot be altered / withdrawn by their own during the processing of tender.
- 28.0** Bidders are requested to note that the accepted / agreed tender terms (technical, commercial or on Reverse Auction) in their original offer cannot be altered / withdrawn by their own during the processing of tender.
- 29.0** "The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site [www.bhel.com](http://www.bhel.com)".
- 30.0** 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.
- 31.0** The bidder shall submit documents in support of possession of 'Pre-Qualifying Requirements" duly self-certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately (if applicable).
- 32.0** The bidder may have to produce original document for verification if so decided by BHEL.
- 33.0** Suspension of Business dealings: BHEL reserves the right to take action against contractors who fail to perform or indulge in malpractices, by suspending business dealings with them as detailed in Annexure-V.
- 34.0** 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".
- 35.0** "MSE suppliers can avail the intended benefits only if they submit along with the offer, **attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) /Udyog Aadhar Memorandum(UAM) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure -VI where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited).**

Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender .is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer. "

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

Type under MSME	SC/ST owned	Others
Micro		
Small		
Medium		

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

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**36.0 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 etc. issued in respect of the tender documents by BHEL.
- ii) Notice Inviting Tender (NIT)
- iii) Price Schedule
- iv) Special Conditions of Contract
- v) Technical Specification
- v) General Conditions of Contract (GCC)
- vi) Forms & Procedures

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

**Complete offer to be addressed to, Assistant Engineer/Purchase or Head/Purchase, BHARAT HEAVY ELECTRICALS LIMITED, POWER SECTOR – EASTERN REGION, PLOT NO.9/1, BLOCK-DJ, SECTOR-II, SALT LAKE, KOLKATA-700091 clearly mentioning the Tender No. along with latest due date of offer submission.**

BHEL RESERVES THE RIGHT TO ACCEPT/REJECT ANY OR ALL THE BIDS WITHOUT ASSIGNING ANY REASON THEREOF. RESPONSIBILITY OF POSTAL/COURIER DELAY SHALL NOT REST WITH BHEL.

**for BHARAT HEAVY ELECTRICALS LTD**

**DY. MANAGER/ (PUR)**

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Agency	Contact details	
BHEL, PSER, Kolkata	Address	DJ-9/1, Sector – II, Salt Lake, Kolkata – 700 091
	Phone no	033-2339 8265 (D) / 23398220(D)
	FAX no	033-23211960
	E-mail	<a href="mailto:anima@bhel.in">anima@bhel.in</a> , <a href="mailto:subrata.sen@bhel.in">subrata.sen@bhel.in</a>
M/s Mjunction Services Limited	For E-PROCUREMENT ASSISTANCE & TRAINING, MJUNCTION HELPDESK PHONE NO. 033-66011717 (BETWEEN 9:30 AM TILL 5:30 PM) & 9163348280/83/84/85/86, 8584008116, 8584008205, 8336925964 (FROM 5:30 PM TO 8:30 PM)	

**Enclosures:**

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

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ANNEXURE - IPRE QUALIFICATION CRITERIA

<b>JOB</b>	<b>SUPPLY &amp; INSTALLATION OF ELECTRICAL APPLIANCES FOR CUSTOMER LIVING ACCOMODATION FOR 2X660 MW MAITREE SUPER THERMAL POWER PROJECT AT MOIDARA VILLAGE, RAMPAL UPAZILA, BAGERHAT DISTRICT, BANGLADESH.</b>
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SL NO	CRITERIA
<b>1.0</b>	<b>FINANCIAL CRITERIA</b>
	BIDDER SHOULD HAVE AVERAGE MINIMUM ANNUAL FINANCIAL TURNOVER OF <b>USD 35.839 THOUSAND</b> OR EQUIVALENT AMOUNT (*) DURING THE LAST (03) THREE YEARS ENDING ON 31 <sup>ST</sup> MARCH' 2017 OR CORRESPONDING FINANCIAL YEAR FOLLOWED BY THE BIDDER. BIDDER SHOULD SUBMIT THEIR AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT IN SUPPORT OF THE SAME. IN CASE AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT HAS NOT BEEN SUBMITTED FOR ALL 3 YEARS INDICATED ABOVE THEN THE APPLICABLE FINANCIAL AUDITED STATEMENTS SUBMITTED BY THE BIDDERS AGAINST THE REQUISITE THREE YEARS, WILL BE AVERAGED FOR THREE YEARS. IF FINANCIAL STATEMENTS ARE NOT REQUIRED TO BE AUDITED STATUTORILY, THEN INSTEAD OF AUDITED FINANCIAL STATEMENTS, FINANCIAL STATEMENTS ARE REQUIRED TO BE CERTIFIED BY CHARTERED ACCOUNTANT.
<b>2.0</b>	<b>TECHNICAL CRITERIA</b>
	BIDDER SHOULD HAVE SUPPLIED SIMILAR ELECTRICAL APPLIANCE(S) TO ANY GOVT./ SEMI GOVT./ AUTONOMOUS / HOSPITALS / BANKS / MULTINATIONAL ORGANIZATIONS DURING LAST 5 (FIVE) YEARS ENDING ON LATEST DATE OF BID SUBMISSION, VALUE OF WHICH SHOULD NOT BE LESS THAN EITHER OF THE FOLLOWING:
<b>2.1</b>	1 (ONE) ORDER OF VALUE NOT LESS THAN <b>USD 95.572 THOUSAND</b> OR EQUIVALENT AMOUNT (*).
	<b>“OR”</b>
<b>2.2</b>	2 (TWO) ORDERS WITH EACH ORDER VALUE NOT LESS THAN <b>USD 59.732 THOUSAND</b> OR EQUIVALENT AMOUNT (*).
	<b>“OR”</b>
<b>2.3</b>	3 (THREE) ORDERS WITH EACH ORDER VALUE NOT LESS THAN <b>USD 47.786 THOUSAND</b> OR EQUIVALENT AMOUNT (*).
<b>3.0</b>	BIDDERS FROM BANGLADESH HAVING VAT REGISTRATION CERTIFICATE (MUSAK-8), TIN CERTIFICATE & TRADE LICENSE ARE ONLY ELIGIBLE TO PARTICIPATE IN THE TENDER.

**NOTE**

I	SIMILAR ELECTRICAL APPLIANCE(S) SHALL MEAN EITHER 'TELEVISION' OR 'AIR – CONDITIONER' OR 'REFRIGERATOR' OR 'DISH WASHER' OR 'WASHING MACHINE' OR ANY COMBINATION OF THEM.
II	THE TENDER COMPRISES OF MULTIPLE ELECTRICAL APPLIANCE(S) / ITEMS AND BIDDER SHALL QUOTE FOR ALL THE ITEMS.
III	CONSORTIUM/ JV BIDDING IS NOT ALLOWED.
IV	AFTER SATISFACTORY FULFILLMENT OF ALL THE ABOVE CRITERIA, OFFER SHALL BE CONSIDERED FOR FURTHER EVALUATION & PARTICIPATION AS PER NIT & OTHER TERMS OF THE TENDER.
V	IN CASE THE JOB IS UNDER EXECUTION/ONGOING JOB, THE VALUE OF EXECUTED PORTION OF THE JOB SHALL AT LEAST CORRESPOND TO THE RESPECTIVE VALUES

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	SPECIFIED ABOVE EVEN IF THE CONTRACT HAS NOT BEEN COMPLETED OR CLOSED.
VI	THE VENDOR SHOULD HAVE ACHIEVED THE CRITERIA SPECIFIED IN THE PRE-QUALIFICATION CRITERIA, EVEN IF THE CONTRACT HAS NOT BEEN COMPLETED OR CLOSED.
VII	BIDDER SHALL SUBMIT ABOVE PRE-QUALIFICATION CRITERIA FORMAT, DULY FILLED-IN, SPECIFYING RESPECTIVE ANNEXURE NUMBER AGAINST EACH CRITERIA AND FURNISH RELEVANT DOCUMENT IN THE RESPECTIVE ANNEXURES IN THEIR OFFER.
VIII	(*)EQUIVALENT AMOUNT MEANS THAT IT IS THE CONVERTED RATES OF OTHER CURRENCY TO USD AS PER CURRENCY MATRIX.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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

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

ANNEXURE - IINO DEVIATION CERTIFICATE  
(TO BE SUBMITTED IN BIDDER'S LETTERHEAD)

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

<b>Sub</b>	<b>No Deviation Certificate.</b>	
<b>Job</b>	<b>SUPPLY &amp; INSTALLATION OF ELECTRICAL APPLIANCES FOR CUSTOMER LIVING ACCOMODATION FOR 2X660 MW MAITREE SUPER THERMAL POWER PROJECT AT MOIDARA VILLAGE, RAMPAL UPAZILA, BAGERHAT DISTRICT, BANGLADESH.</b>	
<b>Ref</b>	1.0	<b>TENDER NO: PSER:PUR:PMX:357:102:(ENQ:17:PP:0015:PUR:135) DATE: 30/12/2017</b>
	2.0	Other references (if any).

Dear Sir,

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

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

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

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

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

Thanking you,

Yours faithfully,

(Signature of bidder with Seal)

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फोन/Phone : बोर्ड/EPABX : 23398220

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

<b>JOB</b>		<b>SUPPLY &amp; INSTALLATION OF ELECTRICAL APPLIANCES FOR CUSTOMER LIVING ACCOMODATION FOR 2X660 MW MAITREE SUPER THERMAL POWER PROJECT AT MOIDARA VILLAGE, RAMPAL UPAZILA, BAGERHAT DISTRICT, BANGLADESH.</b>		
<b>TENDER NO</b>		<b>PSER:PUR:PMX:357:102:(ENQ:17:PP:0015:PUR:135) DATE: 30/12/2017</b>		
<b>Sl. no</b>	<b>Reference clause of tender document</b>	<b>Existing provision</b>	<b>Bidder's query</b>	<b>BHEL's clarification</b>

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ANNEXURE-IVTERMS & 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. No submission of 'online sealed bid' by the bidder for any of the eligible items for which techno commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Process Compliance form (**Annexure-III of Business Rule Document of Reverse Auction – shall be shared to bidders along with intimation of RA schedule**) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (**as per Annexure-IV of Business Rule Document of Reverse Auction**) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the 'Business Rules of Reverse Auction', which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.
16. **In case H1 bidder happen to be MSE and was removed from further bidding but is within L1 + 15% band, then this bid shall also be considered and to be processed in line with 'Public Procurement Policy for Micro & Small Enterprises (MSEs) order, 2012'.**

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ANNEXURE-V

1.0	<b><u>Suspension of Business dealings with Suppliers/ Contractors</u></b>
1.1	BHEL reserves the right to take action against Suppliers/ Contractors who fail to perform or indulge in malpractices, by suspending business dealings with them.
1.2	Suspension of business dealings with Suppliers/ Contractors could be in the form of following: -- <b>a) Hold within the unit for specific item(s)/ material category(ies)/ type of work(s) for one year.</b> <b>b) Hold within the unit for all item(s)/ material category(ies)/ type of work(s) for two years</b> <b>c) Banning across BHEL for all items/ material category(ies)/ type of work(s) for three years.</b> 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.
1.3	<b>Hold within the unit for a specific item(s)/ material category(ies)/ type of work(s) shall be imposed in the following cases, if</b> 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. Note: Not applicable in cases for erection works of Power Sector Regions, where separate guidelines for evaluation of capacity of bidders is being followed. ii) Two consecutive delays, for reasons of delay attributed to the Supplier, in execution of the contracts where delay occurred is such that a) prescribed maximum LD time limits of the contracts is exceeded or b) delay period has equaled/ exceeded half the original delivery period specified in the contracts whichever among the above is earlier. iii) a) Overall SPR (Supplier Performance Rating) in that particular Unit in line with SEARP falls below 60% of the specific material category. 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). Note: – for (b), No specific period of hold shall be applicable. iv) Supplier works are under strike/ lockout for a period of more than three months.
1.3	<b>Hold within the unit for all item(s)/material category(ies)/ type of work(s) shall be put in the following cases, if</b> 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.

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1.4	<b>Banning across BHEL shall be imposed in following cases, if</b>
1.4.1	<ul style="list-style-type: none"> <li>i) After price bid opening but before placement of order, Supplier withdraws his offer or varies it in any manner within the validity period.</li> <li>ii) Supplier is found to be responsible for submitting fake/ false/ forged documents, certificates, or information or misrepresentation/ wilful suppression of facts, or has resorted to unethical, illegal means.</li> <li>iii) In spite of warnings, the Supplier persistently violates or circumvents the provisions of labour laws/ regulations/ rules or other statutory requirements.</li> <li>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.</li> <li>v) The Supplier has indulged in malpractices or misconduct such as bribery, corruption and fraud, pilferage, coercion etc.</li> <li>vi) The Supplier is found guilty by any court of law for criminal activity/ offences involving moral turpitude in relation to business dealings.</li> <li>vii) Supplier is found to have obtained any internal information/ documentation of BHEL by unauthorized means.</li> <li>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.</li> <li>ix) Supplier has substituted, damaged, failed to return, or unauthorizedly disposed off free issue materials/ tools etc. of BHEL.</li> </ul>
1.4.2	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.

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

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

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

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

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006 :

Rs..... Lacs

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

Rs..... Lacs

(Strike off whichever is not applicable)

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

Or

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

Date:

(Signature)

Name-

Membership number -

Seal of Chartered Accountant

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

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**ANNEXURE-VII**

**DECLARATION FOR RELATION IN BHEL**

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

---

To,

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

Dear Sir,

Sub: **Declaration for relation in BHEL**

Ref : 1) NIT/Tender Specification No: .....

I/We hereby submit the following information pertaining to relation/relatives of Proprietor/Partner(s)/Director(s) employed in BHEL.

Tick (√) any one as applicable:

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

OR

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

(i)

(ii)

Signature of the Authorized Signatory

Note:

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

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फोन/Phone : बोर्ड/EPABX : 23398220

**PART-H****FORMS AND PROCEDURES****F-01****PROFORMA OF BANK GUARANTEE (in lieu of CONTRACT EXECUTION/SECURITY DEPOSIT)**

In consideration of the Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at BHEL House, Siri Fort, Asiad, New Delhi – 110049 through its Unit at Bharat Heavy Electricals Limited, Power Sector Eastern Region, BHEL Bhawan, Plot No 9/1, DJ Block, Sector-II, Salt lake City, Kolkata – 700091 having agreed to exempt (Name of the Vendor / Contractor / Supplier) having its registered office at \_\_\_\_\_<sup>1</sup> (hereinafter called the said Contractor which term includes supplier), from demand under the terms and conditions of the Contract reference No. \_\_\_\_\_<sup>2</sup> dated \_\_\_\_\_<sup>2</sup> valued at Rs. ....<sup>2</sup> ( Rupees - -----)<sup>2</sup> for <Nature of the Work><sup>3</sup> (hereinafter called the said Contract) of Security Deposit for the due fulfilment by the said contractor of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for Rs. \_\_\_\_\_<sup>4</sup> (Rupees \_\_\_\_\_ only), we \_\_\_\_\_ (indicate the name and address of the Bank) having its Head Office at \_\_\_\_\_ (address of the head Office) (hereinafter referred to as the Bank) at the request of \_\_\_\_\_ [Name of Contractor(s)] do hereby undertake to pay to the Employer an amount not exceeding Rs. \_\_\_\_\_ in the event of any breach by the said Contractor(s) of any of the terms and conditions contained in the said Contract.

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

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

The payment so made by us under this guarantee shall be a valid discharge of our liability for payment hereunder and the Contractor(s) shall have no claim against us for making such payment. We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claim satisfied or discharged or till \_\_\_\_\_<sup>5</sup> or till the office/Department/Division of Bharat Heavy Electricals Limited certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) and also including the satisfactory performance of the equipment during guarantee period and accordingly

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discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the \_\_\_\_\_<sup>6</sup>, (3 months more than the present date of validity of Bank Guarantee) we shall be discharged from all the liability under this guarantee thereafter.

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

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

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

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....<sup>7</sup>
- b) This Guarantee shall be valid up to .....<sup>8</sup>
- c) Unless the Bank is served a written claim or demand on or before \_\_\_\_\_<sup>9</sup> (3 months more than the present date of validity of Bank Guarantee) all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

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

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

Date \_\_\_\_\_ Day of \_\_\_\_\_

for \_\_\_\_\_(indicate the name of the Bank)\_\_\_\_\_

(Signature of Authorised signatory)

<sup>1</sup> NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER .

<sup>2</sup> DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

<sup>3</sup> PROJECT/SUPPLY DETAILS

<sup>4</sup> BG AMOUNT IN FIGURES AND WORDS

<sup>5</sup> VALIDITY DATE

<sup>6</sup> DATE OF EXPIRY OF CLAIM PERIOD

<p>पावर सेक्टर पूर्वी क्षेत्र ( मुख्यालय )  POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091  फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : 23398220</p>
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<sup>7</sup> BG AMOUNT IN FIGURES AND WORDS.

<sup>8</sup> VALIDITY DATE

<sup>9</sup> DATE OF EXPIRY OF CLAIM PERIOD

**Note:**

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

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**F-02****BANK GUARANTEE FOR PERFORMANCE SECURITY**

Bank Guarantee No:

Date:

To

## NAME &amp; 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 \_\_\_\_\_<sup>1</sup> 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.....dated .....<sup>2</sup> valued at Rs.....<sup>2</sup> ( Rupees -----)for <Nature of Work><sup>3</sup> (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 ----- ---)<sup>4</sup> 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 the .....bank 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.

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फोन/Phone : बोर्ड/EPABX : 23398220

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.....<sup>5</sup> 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 the .....<sup>6</sup> (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.....<sup>7</sup>
- b) This Guarantee shall be valid up to .....<sup>8</sup>
- c) Unless the Bank is served a written claim or demand on or before .....<sup>9</sup> (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.....

<sup>1</sup> NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

<sup>2</sup> DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

<sup>3</sup> PROJECT/SUPPLY DETAILS

<sup>4</sup> BG AMOUNT IN FIGURES AND WORDS

<sup>5</sup> VALIDITY DATE

<sup>6</sup> DATE OF EXPIRY OF CLAIM PERIOD

<sup>7</sup> BG AMOUNT IN FIGURES AND WORDS.

<sup>8</sup> VALIDITY DATE

<sup>9</sup> DATE OF EXPIRY OF CLAIM PERIOD

**Note:**

i) Units are advised that expiry of claim period may be kept 2/3 months after validity date.

ii) In Case of Bank Guarantees submitted by Foreign Vendors-

a. From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India) can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.

b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)

b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank (BHEL's Consortium Bank). It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.

b.2 In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.

b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.

b.4 The BG should clearly specify that the demand or other document can be presented in electronic form.

पावर सेक्टर पूर्वी क्षेत्र ( मुख्यालय )

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

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : 23398220

**LIST OF CONSORTIUM BANKS FOR BANK GUARANTEE**

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

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फोन/Phone : बोर्ड/EPABX : 23398220



**F-03**

**RTGS FORMAT**

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

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

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

SIGNATURE OF AUTHORISED  
REPRESENTATIVE OF VENDOR WITH  
DATE & SEAL

CONFIRMATION BY BANKER WITH  
OFFICE SEAL

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

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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फोन/Phone : बोर्ड/EPABX : 23398220

**F-04**

**Vendor Details**

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

SIGNATURE OF THE BIDDER WITH DATE & SEAL

F-05

**DECLARATION OF THE BIDDERS**

**Job: "SUPPLY & INSTALLATION OF ELECTRICAL APPLIANCES FOR CUSTOMER LIVING ACCOMODATION FOR 2X660 MW MAITREE SUPER THERMAL POWER PROJECT AT MOIDARA VILLAGE, RAMPAL UPAZILA, BAGERHAT DISTRICT, BANGLADESH."**

01. I, .....hereby certify that all the information and date furnished by me with regard to this Tender No. PSER:PUR:PMX:357:102:(ENQ:17:PP:0015:PUR:135) DATE: 30/12/2017 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

पावर सेक्टर पूर्वी क्षेत्र ( मुख्यालय )

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

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : 23398220

## F-06

**FORMAT FOR DETAILS OF BIDDER-CPP**

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

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : 23398220

**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**  
 08. City **033-23575666**  
 09. IFSC Code of the Branch **KOLKATA**  
**SBIN 0004289**

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

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

Confirmation by Banker  
 with office seal



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