



ALL INDIA RATE CONTRACT FOR TRANSPORTATION OF CONSIGNMENT BY TRUCKS (OUTGOING)



SPECIAL TERMS & CONDITIONS

Document No. LGX/RC/E-00472 /SCC



S-1.0 SCOPE OF WORK AND PORC

This transportation contract will cover transportation of outgoing consignments (electrical equipment, plant & machinery etc) weighing upto 15 MT from BHEL-Bhopal to various destinations located anywhere in India. This may include ODC Consignments where dimensions of height & width are greater than as categories defined in Clause S-2.0. Heavy Trucks under scope of this contract would also cover non-articulated type trucks having 3 or more axles.

Transportation shall be classified into following categories: -

- a) Smalls / Part Load (upto 3500 Kgs)
- b) Heavy Commercial Vehicle - HCV (upto 7 MT)
- c) Normal / OB Truck (upto 9 MT)
- d) Multi-Axle Vehicle - MAV (upto 15 MT)

During execution of the contract, bidder has to deploy suitable vehicles complying to Motor Vehicle Act / Rules stipulated by Ministry of Road Transport & Highways (MoRTH).

S-1.1 PRE-QUALIFICATION REQUIREMENTS (PQR) & ELIGIBILITY CRITERIA (PQR & EC)

All tenderers shall ensure to comply with the PQR & EC Check -List as per ANNEXURE-I

- a) **IBA**: Bidder should submit valid IBA (Indian Banker's Association) recommendation certificate as on the date of tender opening (Part-1).
- b) **OWNERSHIP OF FLEET** – Bidder should have **minimum ten (10) trucks registered in their name** as on date of tender opening, duly substantiated by notarized copy of Registration Certificate. Registration Certificate (notarized) of vehicles having goods carrying capacity ranging from 7 MT to 15 MT shall be accepted.
- c) **FINANCIAL HEALTH**: Average Annual Financial turnover of the firm for last 3 Financial years upto 31.03.2023 should be at least Rs.73.03 Lakhs with overall positive net worth as on 31.03.2023

Duly Audited Balance Sheet / Profit & Loss account / CA Certificate to be submitted as a supporting document. The financial statements must be signed by the owner and the auditor / CA. The document should have Name & Seal of Auditors / CA, firm name, Membership No., FRN No., UDIN, capacity in which he is signing (Proprietor/Partner), date and place of signing.

- d) **BRANCHES**: The bidder must have minimum of 50 (Fifty) operative branches / authorized franchise offices for delivery / collection of consignments, covering at least 10 (ten) states in India. The branch / authorized franchise details shall be printed in the form of booklet giving the address, contact person and phone numbers of these branches / authorized franchise OR The bidder can also submit notarized list of branches / authorized franchise on their letter head.



S-1.2 EARNEST MONEY DEPOSIT (EMD)

The bidder is required to submit an Earnest Money Deposit (EMD) of Rs. 5,00,000/- (Rupees Five Lakh Only).

Refer Clause 7.0 of GCC.

ALTERNATIVELY

In case of the bidders, who are already having One Time EMD arrangement with BHEL / Bhopal by depositing an amount of Rs. Five Lakh on long term basis, shall submit copy of evidence for the same.

MSE bidders & Startups are exempted from submission of EMD subjected to submission of proper credentials.

MSEs to submit valid UAM/ UDYAM registration etc. MSE Bidder to note and ensure that nature of services and goods/items manufactured mentioned in MSE certificate matches with the nature of the services and goods /items to be supplied as per Tender.

The bidder who intends to participate as “Start-ups” company should enclose the Certificate of Recognition issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India during submission of Technical bid.

S-1.3.1 RELAXATION IN PQR CONDITIONS FOR STARTUPS

Criteria of prior turnover and prior experience for all Startups is relaxed subject to their meeting of quality and technical specification.

CONDITIONS FOR START-UP COMPANIES.

1. Subject to meeting of Quality and Technical specifications, BHEL may consider allowing the participation of “Start up” companies with capability to execute the supply/ services, as per technical specifications/ perform the job as per scope of work specified in the tender and subject to meeting extant & relevant guidelines of Government of India. This should be confirmed and substantiated in the technical bid.
2. The bidder who intends to participate as “Startup” company should enclose the Certificate of Recognition issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India during submission of Technical bid.
3. Prequalification Criteria with respect to Prior Turnover and Prior Experience may be relaxed for Startups as per the GOI guidelines. Clause no. S-1.1 (c) Financial health & S-1.1 (a) IBA to be 100% relaxed for Startups.
4. However, there may be circumstances like procurement of items/services related to public safety, health, critical security operations and equipment, etc wherein BHEL reserves the right to not consider relaxation of Prior Turnover and Prior Experience for Startup Companies as per GOI guidelines.
5. Startup Companies who are also registered as MSEs and wish to avail the benefits as applicable to MSE, shall submit relevant documents covered under Conditions for Micro and Small Enterprises elsewhere in this tender.



S-1.3.2 RELAXATION IN PQR CONDITIONS MSEs.

1. Prequalification Criteria with respect to Prior Turnover and Prior Experience may be relaxed for MSEs as per the GOI guidelines. PQR Clause No. S-1.1 (c) Financial health to be relaxed by 20% for MSEs.
2. Subject to meeting terms and conditions stated in the tender document including but not limiting to prequalification criteria, twenty-five percent of the total quantity of the tender is earmarked for MSEs. Where the tendered quantity can be split, MSEs quoting a price within a price band of L1 + 15 percent shall be allowed to supply up to 25 percent of total tendered quantity provided they match L1 price. In case the tendered quantity cannot be split, MSE shall be allowed to supply total tendered quantity provided their quoted price is within a price band of L1 + 15 percent and they match the L1 price. In case of more than one such MSEs are in the price band of L1 + 15% and matches the L1 price, the supply may be shared proportionately.

S-2.0 VEHICLES CATEGORIZATION:

Standard (Non-ODC) consignments having dimensions (maximum) and / or weight (maximum) shall be categorized as follows:

Particulars of category	HCV (Super Mini Truck)	TRUCK (Normal Truck/OB)	Multi-Axle Vehicle (MAV)
Length, mm	5700	5700	6700
Width, mm	2100	2400	2150
Height, mm	2200	2400	2400
Weight Slab (MT)	Above 3.5 MT to 7.0 MT	Above 7.0 MT to 9.0 MT	Above 9.0 MT to 15.0 MT
Min. Chargeable Weight (MT)	7 MT	9 MT	15 MT

- a. For classifying a truck as Open-body, dismantling of both sides of the truck body will be required, justifying the width of the consignment. Width is the main criteria for open-body truck irrespective of the weight of consignment to be dispatched and the same will be considered as full truck load (FTL).
- b. In no case freight charges for lower category vehicle will be more than FTL freight charges for the next higher category of vehicle. Prior permission of BHEL will be required (with recorded reason) in case a higher category vehicle is to be engaged.
- c. The “Smalls / Part-load” will be treated upto 3500 Kg (if not qualifying for Full Truck Load volumetrically) with maximum dimension upto 4.0m x 1.8m x 1.8m (LxWxH). For detail refer Clause on Smalls / Part Load.
- d. If due to exceptional circumstances, the actual weight or size carried by a vehicle is more than the allocated weight or size in loading advice, pro-rata payment of freight



shall be made depending upon the actual weight or size of the consignment. However, under no circumstances, the weight allocated is more than the carrying capacity of the vehicle.

S-3.0 **FULL TRUCK LOAD (FTL) CERTIFICATION FOR ALL CATEGORY**

For the purpose of determining full truck load for any category of vehicle of the consignment due to reasons other than weight / volume (eg. urgency etc.), authorization by representative of Logistics or concerned product commercial department / BHEL Sister unit justifying the reason shall be required.

In case, such consignments are not delivered within the normal transit time as mentioned in the clause 14 & 15 of GCC (Part-II) plus 2 (two) day's grace period, the freight bills of such dispatches will attract penalty of 2 % for the first week, 3% for the second week and 5% for subsequent weeks-delay subject to maximum of 25% (1 week = 7 days).

S-4.0 **SMALLS / PART LOAD CONSIGNMENTS**

- The "Smalls / Part-load" will be treated upto 3500 Kg (single/multiple) (if not qualifying for Full Truck Load volumetrically) with maximum dimension upto 4.0m x 1.8m x 1.8m (L x W x H in mtr).
- Minimum charges, for smalls / part load consignment, shall be Rs.1000/-
- Door delivery and charges shall be paid @ Rs.1500/- per LR.
- No storage, handling, unloading charge shall be payable for Small / Part Load.
- Transporters should ensure quick delivery upto scheduled destination. Allowable Transit period for Small / Part Load shall be as under: -

Distance	Transit Period
Upto 1000 Km	15 days
Above 1000 Km	20 days

S-5.0 **MINIMUM CHARGEABLE DISTANCE** shall be 100 Km.

S-6.0 **OVER DIMENSION CONSIGNMENT (ODC) CHARGES**

Consignment having dimensions exceeding the standard length, width or height mentioned at S-2.0 shall be treated as ODC consignment. In respect of such consignments ODC charges on proportional basis over the standard width and height will be payable on pro-rata basis. However, ODC charges shall be permitted in one dimension only, whichever is having higher value.

Maximum width of consignments to be dispatched in OB shall be upto 2500mm.

Maximum height of consignments to be dispatched in Normal/ OB/ Super mini shall be upto 2600mm & in Taurus 2800mm.

S-7.0 **HILLY / MOUNTAINEOUS REGION CHARGES**

For journey to / from / via / through hilly regions (destinations beyond Pathankot for Jammu & Kashmir, Rishikesh / Kashipur / Mohand in Uttarakhand and Parwanoo / Kiratpur in Himachal Pradesh) or any hilly regions in any part of the country as identified on case to case basis with the approval of BHEL, an additional 15% freight shall be paid over & above the applicable freight for the total journey.



S-8.0 DIFFICULT TERRAIN CHARGES (NORTH-EASTERN, ODISHA & CHHATTISGARH STATE)

For journey to / from / via / through North-Eastern states (destinations beyond Siliguri in North Eastern Sector), an additional 60% freight over & above the basic freight for the total journey shall be paid.

For journey to / from / via / through Odisha State and Chhattisgarh State (For districts notified by government as Naxal affected as on Tender opening date) an additional 20% freight over & above the basic freight for the total journey shall be paid.

However, no additional hilly region charges are payable in such cases.

S-9.0 KEPT BLANK

S-10.0 INCENTIVE

If the consignments are delivered in good condition before the normal transit time as mentioned in Cl.No.14.0 & 15.0 of GCC (Part-II), a lump sum amount shall be paid @ Rs.1000/- per day saved in transit subject to maximum 10% of freight bill.

S-11.0 SCHEDULE OF RATES:

- 11.1 The bidders shall quote the Grand Total (GST extra as applicable) in the “**Schedule of Rates (Annexure-II)**” & the Rates of each categories (for both groups i.e. more than 500 Km & less than 500 Km) shall be derived based on Percentage weightage mentioned in format.
- 11.2 Failure to strictly adhere to above would result in rejection of the bid.
- 11.3 In case of failure to ensure compliance of any or all of the GCC and SCC, BHEL reserves the right to make alternative arrangements for hiring vehicles at transporter’s risk & cost, besides suspending/reducing/stopping further business.

S-12.0 BUSINESS VOLUME:

- a. The Estimated Volume of Consignments, expected to be dispatched during the one year (12 months) period of operation of the rate contract, will be tentatively as per the details given in Annexure-II (in terms of Business Quantity) and may vary by $\pm 15\%$.
- b. The transporters shall lay no claim whatsoever on BHEL if no fixed volume of work is given to them during the currency of the contract.

S-13.0 EVALUATION & BUSINESS DISTRIBUTION:

- 13.1 The bidders shall quote the Grand Total (GST extra as applicable) in the “**Schedule of Rates (Annexure-II)**” which will be the basis for overall unique position of bidders, low to high L1, L2, L3 onwards.
- 13.2 Business award shall be done at equated rates only based on L1 rates.
- 13.3 Business is proposed to be distributed on maximum 05 (Five) parties subject to acceptance of the L1 rates. The business percentage distribution shall be as per Cl. No. 10.0 of GCC (Part-II).



- 13.4 In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidder.
- 13.5 In case of more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/ draw of lots, in the presence of the respective L-1 bidders or their representatives. Ranking will be done accordingly. BHEL's decision in such situation shall be final and binding.
- 13.6 In an eventuality, the rate contract being finalized on less than the required number of transporter, the balance volume of business would be distributed on pro-rata basis among eligible transporters. BHEL may reschedule the volume of business and performance security deposit amount accordingly to eligible transporters on pro-rata basis.

S-14.0 ESCORT / TRACKING OF VEHICLE

- 14.1 If BHEL intends to depute an escort for certain important consignment, the transporter should allow him to travel in the same vehicle up to the destination free of cost.
- 14.2 Transporter shall install / permit installation of vehicle tracking system (VTS) on the transport vehicle and enable it (allow connecting with vehicle battery). In case the device is owned by BHEL, transporter will be responsible for its safe custody during his possession. In case of any loss on account of damage to the device, cost of device will be recovered from the transporter.
- 14.3 As and when requested by BHEL, transporter will provide mobile phone in working condition with trucks in order to have communication with the vehicle driver and shall e-mail/phone for the status of urgent and critical items to BHEL on daily basis.

S-15.0 PERFORMANCE REVIEW:

- 15.1 The Performance of transporters shall be reviewed periodically. Allotment of workload and continuance in contract will be related to performance.
- 15.2 In case the performance is not found up to the mark, BHEL reserves the right to terminate the contract without any further reference.

S-16.0 BREACH OF CONTRACT, REMEDIES AND TERMINATION: -

In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is atleast 10% of the contract value, the same be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies be pursued. The balance scope shall be got done independently without Risk & Cost of the failed supplier/contractor.

Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract. Accordingly, the tender/ contract terms shall be structured in such a way to ensure recovery of an amount equivalent to 10% of the contract value in case of breach of contract.



S-17.0 INTEGRITY PACT (IP): As per GCC Clause No.34.0

All bidders must submit duly signed integrity pact in the document attached as Annexure-C (Ref:AA:SSP:IP:22-23:01 Dated 26.07.2022) as part of Tender Documents

- a. IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

Details of IEM for this tender is furnished below:

Sl	IEM	Email
1.	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in
2.	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in
3.	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in

- b. The IP as enclosed with the tender (Annexure-C) is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I) . Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.
- c. Please refer Section-8 of IP (Annexure-C) for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEMs. All correspondence with the IEMs shall be done through email only.

Note:

No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing department's officials whose contact details are provided below:

Shri Shams-Uz-Zaman
Sr DGM (LGX)
Logistics Department
Landline:0755-2502749 /
Mobile: +919415113470
Email: shams@bhel.in

Shri Kunal Singh
Dy Mgr (LGX)
Logistics Department
Landline:0755-2502561 /
Mobile :+919425011652
Email: kunal.singh@bhel.in

- S-18.0** These SPECIAL CONDITIONS OF CONTRACT (SCC) shall be read in conjunction with GENERAL CONDITIONS OF CONTRACT (GCC), to the extent, applicable for truck transportation. In case of any conflict between the general conditions and special conditions, special conditions shall prevail.

Sr Dy.General Manager (Logistics)
Bharat Heavy Electricals Limited, Bhopal.



ANNEXURE-I

Pre-Qualification Requirements & Eligibility Criteria (PQR & EC)

(CHECK-LIST)

1	Name of the organization/ transporter		
2	Address for correspondence:		
3	Contact Person's Name/ Telephone Nos		
4	GSTIN No.: MSME Status:		
5	Email Address		
6	Website (if any)		
7	IBA Recommendation	Validity (Date): _____	Enclose copy as per Clause S-1.0 (a)
8	Ownership of vehicles Trucks: Min.10 Nos.	Trucks : _____(Nos)	Enclose copy of documents as per Clause S-1.0 (b)
9	Average annual turnover (Min Rs. 73.03 Lakhs)	2020-21 _____ (Rs lakhs) 2021-22 _____(Rs lakhs) 2022-23 _____(Rs lakhs) Average _____(Rs lakhs)	Enclose copy of documents as per Clause S-1.0 (c).



10	Must have Positive net worth as on 31.03.23	YES / NO	Enclose copy of documents as per Clause S-1.0 (c)
11	Branches : Min.50 nos. of branches / authorized franchise offices covering Min. 10 states in India.	No. of Branches : _____ No. of Franchises : _____ No. of States Covered: _____	Enclose printed booklet as per Cl.No.S-1.0 (d).
12	Declaration	Affidavit – cum – undertaking on non-judicial stamp paper of Rs.100/-	Enclose affidavit as per Format-I

(Signature & Seal of Bidder)



FORMAT-I

AFFIDAVIT-CUM-UNDERTAKING

(To be submitted by the bidders along with their bid in Transportation tenders on non-judicial stamp paper appropriate value duly notarized)

I,, S/o. Aged about years, Occ:, Resident of, do hereby solemnly affirm on oath and state as follows:

I am working as _____ in M/s. _____, i.e. the bidder herein.

I hereby declare that I have power to execute this Affidavit-cum-Undertaking under its memorandum and Articles of Association and the Executant has to full powers on its behalf under the power of attorney granted to him by the proper authorities of the bidder. I am authorized submit this Affidavit – cum- Undertaking on behalf of bidder.

That I am an intended bidder in the transportation contract against NIT No. issued by BHEL. As per the NIT provisions, the bidder is required to submit an affidavit-cum-undertaking along with the bid disclosing/confirming the details of its group concerns, or affiliates or partners/proprietors/directors of bidder/ such group concerns or affiliates etc., along with other details of DIN and PAN Nos. etc. Accordingly, I submit the same hereunder.

1. I hereby state that the following group concerns or affiliates of the bidder (give name, address and other details of the bidder and its group concerns or affiliates etc.) are engaged in transportation business for last Years.
2. I state that we hereby furnish the details/particulars of the bidder and its partners/proprietors/ Directors of bidder/ such group concerns or affiliates etc., including details of DIN Numbers (in case of Directors) and PAN Number (in case of partners/proprietors), duly supported by self-attested copies of relevant documents.

S.No.	Name of the Directors/Partners/proprietor	PAN	DIN for Director

3. I state and hereby confirm that other than this bidder, none of its group concerns or affiliates or participating in the tender either directly or indirectly through any other agency under same proprietor/common partner(s) /common Director(s).



4. I state and hereby confirm and declare that my/our firm/Company M/s.....and none of my Group concerns or affiliates etc., have not been banned and appeared on the list of banned firms/companies by BHEL (List available on www.bhel.com) nor any of the Director/Partner/Proprietor of bidder/such group concern or affiliate etc., are involved with such firm/company.
5. I hereby state that there is no change in the name, Constitution and status of the firm/Company before submission of tender. If there is any change in the name, Constitution and status of the firm/Company during the tender process and/or awarded of contract (in case contract is awarded) same will be intimated to the BHEL immediately.
6. I further, agree and declare that BHEL may reject the bid or in case the contract has been awarded, then terminate the contract apart from taking any other suitable action under the contract or applicable legal provisions or BHEL guidelines, including Guidelines for suspension of business dealings without any liability for any compensation to the bidder; if,
 - BHEL discovers at any time that any statement made by the bidder in this Affidavit-cum-undertaking is false, fraudulent; or
 - any document submitted by the bidder was fake or forged; or
 - if BHEL determines in its sole discretion that any statement was aimed at deliberately misleading BHEL with a view to ensure award of the subject contract to the bidder.

That the facts stated above are true and correct to the best of my knowledge and belief and nothing has been concealed or misrepresented in any manner whatsoever.

Hence, this Affidavit cum undertaking.

DEPONENT

Solemnly affirmed and signed
 Before me on this the ____ day
 of _____, 20__ at

NOTARY



Annexure II

Date

SCHEDULE OF RATES
NIT Ref : LGX / RC / E – 00472

Sl.	VEHICLE CATEGORY	Business Quantity (BQ) in MT x Km	% Weightage	Rates (Rs per Km per MT)	Total (Rs)
Less than 500 Km (Group-1)					
1	SMALLS (Part-loads)	6579	0.04		
2	HCV(Super Mini)	397459	2.25		
3	TRUCK (Normal)/ OB (Open Body)	28397	0.15		
4	MAV (Multi-Axle Vehicle eg.Taurus)	717775	3.14		
More than 500 Km (Group-2)					
1	SMALLS (Part-loads)	26247	0.16		
2	HCV(Super Mini)	10284906	52.25		
3	TRUCK (Normal)/ OB (Open Body)	309034	1.60		
4	MAV (Multi-Axle Vehicle eg.Taurus)	10928957	40.41		
GRAND TOTAL (Excluding GST)					To be Quoted

Note :

- a. Bidders to quote Grand Total (upto 2 decimal) in attached Price bid format (Excel Sheet Annexure-II) only. Rates of each category shall be derived based on percentage weightage mentioned in format. Bidders should not quote individual rates.
- b. GST extra as applicable

.....
(Signature & Seal of the Bidder)

**ANNEXURE-D**

(Letter of compliance in company's Letter Head)

Date: XX/XX/XXXX

Dear Sir,

With reference to your above tender, we have carefully read and understood the tender terms & conditions and hereby confirm that all the terms and conditions of your above tender are acceptable to us and our offer is based on the same.

In view of the above confirmation, any deviation mentioned by us anywhere in the tender is not valid and is to be ignored by BHEL while finalizing the Tender.

Further, it is also confirmed that we have submitted the price bids in your price bid format as per Annexure-II only without any deviations / conditions. In case, any deviation/conditions etc. is observed in the Price bids, the same (deviation/conditions etc.) shall not be entertained/considered by BHEL.

It is being confirmed that we are able to conduct the route survey within the time period.

Thanking you,

Yours faithfully



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)

Ref:

Date.....

To,

AGM/LGX
 BHEL Bhopal,
 Ground Floor, Western Wing, Annexe-VI
 Bhopal-462022 (MP)

Dear Sir,

Sub: Declaration for relation in BHEL

Ref:

NIT/Tender

Specification

No....., Date:-

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:

a)

b)

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.



Logistics Department, Bharat Heavy Electricals Limited, Bhopal
Special Conditions of Contract for Trucks (Outgoing)
Document No. LGX / RC / E-00472

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

REF:

Dated.....

To,

AGM/LGX

BHEL Bhopal,

Ground Floor, Western Wing, Annexe-VI

Bhopal-462022 (MP)

SUB.: Tender No. LGX/RC/E-00472

Dear Sir,

With reference to above, this is to confirm that as per tender conditions, we have visited subject 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 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 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 bidder)