

Rev 01
1st June
2012

NOTICE INVITING TENDER

(Document No. PS:MSX:NIT)

NIT NO.:

BHEL/NR/SCT/ADMIN/DRIVER

HIRING/1062

Bharat Heavy Electricals Limited



=====

NOTICE INVITING TENDER (NIT)

**NOTE: BIDDER MAY DOWNLOAD FROM WEB SITES
OR
PURCHASE TENDERS FROM THIS OFFICE ALSO**

=====

To

Dear Sir/Madam

Sub : **NOTICE INVITING TENDER**

Sealed offers in two part bid system are invited from reputed & experienced bidders (meeting PRE QUALIFICATION CRITERIA as mentioned in Annexure-I) for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. 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	BHEL/NR/SCT/ADMIN/DRIVER HIRING/1062	
ii	Broad Scope of job	Hiring of driver services for leased/ company hired vehicles at PSNR office premises.	
iii	DETAILS OF TENDER DOCUMENT		
a	Volume-IA	NIT and Tender Terms & Conditions of Contracts consisting of Scope of work, Technical Specification, Procedures, Terms of payment, etc	<i>Applicable</i>
b	Volume-IB	<i>Special Conditions of Contract (SCC)</i>	<i>Not Applicable</i>
c	Volume-IC	<i>General Conditions of Contract (GCC)</i>	<i>Not Applicable</i>
d	Volume-ID	<i>Forms and Procedures</i>	
e	Volume-II	<i>Price Schedule (Absolute value).</i>	<i>Applicable</i>
iv	Issue of Tender Documents	<p>1. <u>Sale from BHEL PS Regional office at :</u> <i>Start : 26/04/2017, Time : 0900 hrs.</i> <i>Closes: 17/05/2017, Time: 1200 hrs.</i></p> <p>2. From BHEL website (www.bhel.com) Tender documents will be available for downloading from website till due date of submission</p>	<i>Applicable</i>
v	DUE DATE & TIME OF OFFER SUBMISSION	<i>Date : 17/05/2017, Time : 1500 hrs.</i> <i>Place : Noida</i>	<i>Applicable</i>
vi	OPENING OF TENDER	<i>Date : 17/05/ 2017, Time : 1530 hrs.</i> <i>(within 2 hours of the latest due date and time of offer submission).</i>	<i>Applicable</i>

		<p><i>Notes:</i></p> <p>(1) In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day.</p> <p>(2) Bidder may depute representative to witness the opening of tender</p>	
vii	EMD AMOUNT	Rs Nil	Not Applicable
viii	COST OF TENDER	Rs Nil	Not Applicable
ix	LAST DATE FOR SEEKING CLARIFICATION	<p><i>Five days before bid submission due date.</i></p> <p><i>Along with soft version also, addressing to contact address given below</i></p> <p>1) Ms. Susmita Basu Sr. DGM/SCT Bharat Heavy Electricals Limited Power Sector Northern Region Plot No. 25, Sector-16A, Distt. Gautam Budh Nagar, NOIDA-201301(UP) Tel No. 0120-2416262 Fax- 01202416528 Email – susmitbasu@bhelpsnr.co.in</p> <p>2) Ms. Rashmi Sahu Astt. Engr. / SCT Bharat Heavy Electricals Limited Power Sector Northern Region Plot No. 25, Sector-16A, Distt. Gautam Budh Nagar,, NOIDA-201301(UP) Tel No. 0120-2416449 Fax- 01202416528 Email: rsahu@bhelpsnr.co.in</p>	Applicable
x	SCHEDULE OF Pre Bid Discussion (PBD)	Date :	Not applicable.
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)		Not Applicable
xii	Latest updates	<p>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) and not in the newspapers. Bidders to keep themselves updated with all such information</p>	

2.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly signed & stamped on each page, as part of offer. **Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form in the techno-commercial offer other than the Price Bid, shall not be entertained.**

- 3.0 Unless specifically stated otherwise, bidder shall remit cost of tender and courier charges if applicable, in the form of Demand Draft drawn in favour of Bharat Heavy Electricals Ltd, payable at Power Sector Regional HQ at Noida issuing the Tender, along with techno-commercial offer. Bidder may also choose to deposit the Tender document cost by cash at the Cash Office as stated above against sl no iv of 1, on any working day; and in such case copy of Cash receipt is to be enclosed with the Techno Commercial offer. Sale of tender Documents shall not take place on National Holidays, holidays declared by Central or State Governments and BHEL PS HQ at Noida, Sundays and second/ last Saturdays.
- 4.0 Unless specifically stated otherwise, bidder shall deposit EMD through Cash Deposit (as permissible under the extant Income Tax Act) (before tender opening), Electronic Fund Transfer credited in BHEL account (before Tender Opening) or Banker's Cheque/ Demand Draft/ Pay Order in favour of Bharat Heavy Electricals Ltd, payable at Noida (along with offer).

'One Time EMD' will not be considered for this tender. All the bidders who have 'One Time EMD' with BHEL and want to participate in this tender, would also submit the requisite amount of EMD as mentioned in Clause No. 1, Salient Features of NIT, Sl. No. (vii) above.

However, the One Time EMD can be adjusted against the EMD applicable against this tender on specific request of bidder.

Sl no	Description	Remarks
	Part-I A	
	ENVELOPE – I superscribed as : PART-I (TECHNO COMMERCIAL BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING:-	
i.	Covering letter/Offer forwarding letter of Tenderer.	
ii.	Duly filled-in 'No Deviation Certificate' as per prescribed format to be placed after document under sl no (i) above. Note: a. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be placed after document under sl no (i) above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained. b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding. i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender	
iii.	Supporting documents/ annexure/ schedules/ drawing etc as required in line with Pre-Qualification criteria. It shall be specifically noted that all documents as per above shall be indexed properly and credential certificates issued by clients shall distinctly bear the name of organization, contact ph no, FAX no, etc.	
iv.	All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc pertinent to this NIT.	
v.	Integrity Pact Agreement (Duly signed by the authorized signatory)	If applicable
vi.	Duly filled-in annexures, formats etc as required under this Tender	

	Specification/NIT	
vii.	Notice inviting Tender (NIT)	
viii.	Volume – I A : NIT and Tender Terms & Conditions of Contracts consisting of Scope of work, Technical Specification, Procedures, Terms of payment, etc	
ix.	Volume – I B : Special Conditions of Contract (SCC)	
x.	Volume – I C : General Conditions of Contract (GCC)	
xi.	Volume – I D : Forms & Procedures	
xii.	Volume – II (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item	
xiii.	Any other details preferred by bidder with proper indexing.	

For Electronic Fund Transfer the details are as below:-

a) **Name of the Beneficiary** :- Bharat Heavy Electricals Limited

b) **Bank Particulars**

- | | | |
|--------|--|-----------------------|
| i). | Bank Name :- | STATE BANK OF INDIA |
| ii). | Bank Telephone No.(with STD code):- | 011-23352180 |
| iii). | Branch Address:- | CAG BRANCH, NEW DELHI |
| iv). | Bank Fax No. (with STD code) :- | 011-23353101 |
| v). | Branch Code :- | SBIN0009996 |
| vi). | 9 Digit MICR Code of the Bank Branch :- | 110002201 |
| vii). | Bank Account Number :- | 10813608647 |
| viii). | Bank Account Type :- | CASH CREDIT |
| ix). | 11 Digit IFSC Code of Beneficiary Branch:- | SBIN0009996 |

(Note:- In case of E-Tenders, no paper bids shall be accepted, therefore, the scanned copy of the Banker's Cheque/ Demand Draft/ Pay Order/ Details of payment made through Electronic Fund Transfer should be uploaded in the E-Procurement Portal and hard copy of the same should reach BHEL-PSNR HQ Noida before the due date and time of bid submission. BHEL shall not be responsible for postal or any other delays in this regard.)

For other details please refer General Conditions of Contract.

5.0 **Procedure for Submission of Tenders:** The Tenderers must submit their Tenders to Officer inviting Tender, as detailed below:

- PART-I consisting of 'PART-I A (Techno Commercial Bid)' & 'PART-I B (EMD/COST of TENDER)' in two separate sealed and superscribed envelopes (ENVELOPE-I & ENVELOPE-II)
- PART-II (Price Bid) – in sealed and superscribed envelope (ENVELOPE-III)
- One set of tender documents shall be retained by the bidder for their reference

6.0 The contents for ENVELOPES and the superscription for each sealed cover/Envelope are as given below. (All pages to be signed and stamped)

PART-I B	
	<u>ENVELOPE – II superscribed as:</u> PART-I (EMD/COST of TENDER) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING:-
i.	1. Earnest Money Deposit (EMD) in the form as indicated in this Tender OR Documentary evidence for 'One Time EMD' with the Power Sector

	Region of BHEL floating the Tender	
	2. Cost of Tender (Demand Draft or copy of Cash Receipt as the case may be)	

	PART-II	
	PRICE BID consisting of the following shall be enclosed	
	<u>ENVELOPE-III</u> superscribed as: PART-II (PRICE BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:	
	CONTAINING THE FOLLOWING	
i	Covering letter/Offer forwarding letter of Tenderer enclosed in Part-I	
ii	Volume II – PRICE BID (Duly Filled in Schedule of Rates – rate/price to be entered in words as well as figures)	

	OUTER COVER	
	ENVELOPE-IV (MAIN ENVELOPE / OUTER ENVELOPE) superscribed as: TECHNO-COMMERCIAL BID, PRICE BID & EMD TENDER NO: NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION:	
	CONTAINING THE FOLLOWING:	
i	<ul style="list-style-type: none"> o Envelopes I o Envelopes II o Envelopes III 	

SPECIAL NOTE: 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.

7.0 Deviation with respect to tender clauses and additional clauses/suggestions in Techno-commercial bid / Price bid shall NOT be considered by BHEL. Bidders are requested to positively comply with the same.

8.0 BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).

9.0 **Assessment of Capacity of Bidders – Not Applicable**

10.0 Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, 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.

- 11.0 For any clarification on the tender document, the bidder may seek the same in writing or through e-mail, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
- 12.0 BHEL may decide holding of pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.
- 13.0 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer, else BHEL's interpretation shall prevail.
- 14.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
- 15.0 Not used.
- 15a. **Integrity Pact (IP) – Not Applicable**
- 16.0 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 be qualified for the subject job on the basis of satisfying the Pre Qualification Criteria specified in this NIT as per Annexure-I (as applicable), past performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under HOLD.
- 17.0 In case BHEL decides on a 'Public Opening', the date & time of opening of the sealed PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one authorised representative to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful/Disqualified bidders under intimation to the respective bidders.
- 18.0 Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 19.0 (a) 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.
- (b) 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).
- (c) 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.

- (d) If it is found that L1 bidder has quoted higher in online sealed 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).
- (e) If reverse auction process is unsuccessful, sealed envelope price bids of all the techno-commercially qualified bidders shall be opened and the tender shall be processed accordingly. However, the envelope sealed bid(s) of techno-commercially acceptable bidder(s) who had agreed to participate in the RA and had failed to submit the online sealed bid shall not be opened.
- 20.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 21.0 In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.
- 22.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 23.0 **Consortium Bidding – Not Applicable**
- 24.0 The bidder shall submit documents in support of possession of '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.
- 25.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 26.0 The offers of the bidders who are on the banned/ hold list as also the offer of the bidders, who engage the services of the banned/ hold firms, shall be rejected. The list of **banned/ hold firms** is available on BHEL web site www.bhel.com.
- 27.0 It may please be noted that **guidelines/rules** in respect of Suspension of Business dealings', 'Vendor evaluation format', 'Quality, Safety & HSE guidelines', milestone/ completion certificate, etc may **undergo change** from time to time and the latest one shall be followed. The abridge version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' is available on www.bhel.com on "**supplier registration page**".

The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website (www.bhel.com).

27.1 Integrity commitment, performance of the contract and punitive action thereof:

27.1.1 **Commitment by BHEL:**

BHEL commits to take all measures necessary to prevent corruption in connection with the tender Process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

27.1.2 **Commitment by Bidder/ Supplier/ Contractor:**

- (i) The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or

omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

- (ii) The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.
- (iii) The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the prices or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extent guidelines of the company available on www.bhel.com and / or under applicable legal provisions.

28.0 Micro and Small Enterprises (MSE)

Any Bidder falling under MSE 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 MSE	SC/ST owned	Others
Micro		
Small		

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

- a) MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either Udyog Aadhaar or EM-II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with attested copy of a CA certificate (format enclosed as Annexure – 3) where deemed validity of EM-II certificate of five years has expired applicable for the last audited financial year. Date to be reckoned for determining the deemed validity will be the last date of Technical Bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if 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.
- b) MSEs shall be exempted from payment of tender fee.
- c) MSEs shall be exempted from payment of earnest money at the time of tender deposit. However, there is no exemption of security deposit submission.
- d) Participating MSEs quoting price within price band of L1+15 % shall be considered for award of complete scope of work by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE. In case of more than one such MSE, MSE with lowest price shall be given the first option to match the L1 price. However, MSEs owned by the Scheduled Caste or the Scheduled Tribe entrepreneurs shall be given the preference for matching the L1 price irrespective of their standing in comparative statement of MSE bidders within price band of L1+15 %.

- 29.0 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.

30.0 Order of Precedence

In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:

- a. Amendments/ Clarifications/ Corrigenda/ Errata etc issued in respect of the tender documents by BHEL
- b. Notice Inviting Tender (NIT) and Terms & Conditions of Contract
- c. Price Bid
- d. Forms and Procedures

for BHARAT HEAVY ELECTRICALS LTD
(SCT)

Enclosure:-

- | | | |
|---|---|----------|
| <ul style="list-style-type: none">(i) Annexure-1: Pre Qualifying criteria.(ii) Annexure-2: Check List.(iii) Annexure-3: Chartered Accountant certificate for MSMED(iv) Annexure-4: Feedback form(v) Tender Terms & Conditions | } | Part 'I' |
| <ul style="list-style-type: none">(vi) Price Bid -> Part 'II' | | |

ANNEXURE - 1PRE QUALIFYING REQUIREMENTS

JOB	"Hiring of driver services for leased / company hired vehicles at PSNR office premises".
TENDER NO.	BHEL/NR/SCT/ADMIN/DRIVER HIRING/1062

Sl. No.	Name and Description of Qualifying Criteria	Bidders claim in respect of fulfilling the PQR Criteria
A	Submission of Integrity Pact duly signed	Not Applicable
B	Assessment of capacity of Bidder to execute the work as per sl. no. 9 of NIT.	Not Applicable
C	<u>Technical</u>	
C-1	<u>Bidder who wish to participate should have:</u> Executed Similar Work for any one of the following in the last seven years from latest date of bid submission:	
C-1.1	One (01) work of value not less than the amount equal to Rs 11.30 Lacs	Applicable
	OR	
C-1.2	Two (02) works each of value not less than the amount equal to Rs. 7.07 Lacs	
	OR	
C-1.3	Three (03) works each of value not less than the amount equal to Rs. 5.65 Lacs	
D-1	<u>FINANCIAL TURNOVER</u> Bidder must have achieved an average annual financial turnover (Audited) of Rs 4.24 Lacs or more over the last three Financial years (FY) i.e. (2013-14, 2014-15 and 2015-16). Bidder shall submit audited annual accounts (balance sheets and profit & loss account) in support of this. In case audited financial statements have not been submitted for all the three years as indicated above, then the applicable audited statements submitted by the bidders against 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 statement, financial statements are required to be certified by Chartered Accountant.	Applicable

D-2	<p><u>NET WORTH</u> Net worth (only in case of companies) of the bidder should be positive.</p> <p>Net worth shall be calculated based on the latest audited accounts, as furnished for 'D-1' above.</p> <p>Net worth = Paid up share capital* + Reserves. (*Share capital or partnership capital or proprietor capital as the case may be).</p>	Applicable
D-3	<p><u>PROFIT</u> Bidder must have earned profit in any one of the three financial years as applicable in last three years defined in 'D-1' above.</p> <p>PROFIT Shall be PBT earned during any one year of last three financial year as in D-1 above.</p>	Applicable
E	Approval of customer	Not Applicable
F	Consortium Criteria	Not Applicable
<p><u>Explanatory Notes for QR 'C':-</u></p> <ul style="list-style-type: none"> • The word 'Similar Works' means providing professional Driver services to companies / firms etc. • Further, the vendor must have provided Professional Driver services of two or more drivers to the companies / firms etc. (in a single work order). 		

ANNEXURE - 2**CHECK LIST**

NOTE:- Tenderers are required to fill in the following details and no column should be left blank

1	Name and Address of the Tenderer		
2	Details about type of the Firm/Company		
3.a	Details of Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
3.b	Details of alternate Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
4	EMD DETAILS	DD No: Date : Bank : Amount:	
5	Validity of Offer	TO BE VALID FOR SIX MONTHS FROM DUE DATE	
		APPLICABILITY(BY BHEL)	ENCLOSED BY BIDDER
6	Whether the format for compliance with PRE QUALIFICATION CRITERIA (ANNEXURE-I) is understood and filled with proper supporting documents referenced in the specified format	Applicable	YES / NO
7	Audited profit and Loss Account for the last three years	Applicable/Not Applicable	YES/NO
8	Copy of PAN Card	Applicable/Not Applicable	YES/NO
9	Whether all pages of the Tender documents including annexures, appendices etc are read understood and signed	Applicable/Not Applicable	YES/NO
10	Integrity Pact	Applicable/Not Applicable	YES/NO
11	Declaration by Authorised Signatory	Applicable/Not Applicable	YES/NO
12	No Deviation Certificate	Applicable/Not Applicable	YES/NO
13	Declaration confirming knowledge about Site Conditions	Applicable/Not Applicable	YES/NO
14	Declaration for relation in BHEL	Applicable/Not Applicable	YES/NO
15	Non Disclosure Certificate	Applicable/Not Applicable	YES/NO
16	Bank Account Details for E-Payment	Applicable/Not Applicable	YES/NO
17	No Claim Certificate Against NIT Language	Applicable/Not Applicable	YES/NO
18	Tie Ups/Consortium Agreement are submitted as per format	Applicable/Not Applicable	YES/NO
19	Power of Attorney for Submission of Tender / Signing Contract Agreement	Applicable/Not Applicable	YES/NO
20	Analysis of Unit rates	Applicable/Not Applicable	YES/NO

NOTE: STRIKE OFF 'YES' OR 'NO', AS APPLICABLE. TENDER NOT ACCOMPANIED BY THE PRESCRIBED ABOVE APPLICABLE DOCUMENTS ARE LIABLE TO BE SUMMARILY REJECTED.

DATE :

AUTHORISED SIGNATORY
(With Name, Designation and Company seal)

ANNEXURE - 3**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 which is not applicable)

The above investment of Rs.....Lacs is within permissible limit of
 Rs..... Lacs forMicro / 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 S.O. 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

ANNEXURE – 4**Feedback Form: From where did you get information reg. this tender**

1	NEWSPAPER ADVERTISEMENT (NAME)	
2	BHEL WEBISTE (TENDER NOTIFICATION)	
3	CENTRAL PUBLIC PROCUREMENT PORTAL OF GOVERNMENT OF INDIA (CPP PORTAL)	
4	EMAIL COMMUNICATION FROM BHEL	
5	ANY OTHER SOURCE	

Rev 00

TENDER TERMS & CONDITIONS

FOR

HIRING OF DRIVER SERVICES FOR LEASED/
COMPANY VEHICLES AT PSNR OFFICE PREMISES

Bharat Heavy Electricals
Limited





Bharat Heavy Electricals Limited,
Power Sector-Northern Region, Noida

**TENDER FOR: HIRING OF DRIVER SERVICES FOR LEASED/COMPANY VEHICLES AT PSNR
OFFICE PREMISES**

TERMS & CONDITIONS

1. General Instructions to Tenderers

1.1. DESPATCH INSTRUCTION

- i) The Terms & Conditions form part of the Tender specifications. **All pages of the tender documents shall be duly signed, stamped and submitted along with the offer in token of complete acceptance thereof.** The information furnished shall be complete by itself. The tenderer is required to furnish all the details and other documents as required in the following pages
- ii) Tenderers are advised to study all the tender documents carefully. Any submission of tender by the tenderer shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. Should the tenderers have any doubt about the meaning of any portion of the Tender Specification or find discrepancies or omissions in the drawings or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, the scope of work etc., he shall at once, contact the authority inviting the tender well in time (so as not to affect last date of submission) for clarification before the submission of the tender. Tenderer's request for clarifications shall be with reference to Sections and Clause numbers given in the tender documents. The specifications and terms and conditions shall be deemed to have been accepted by the tenderer in his offer. Noncompliance with any of the requirements and instructions of the tender enquiry may result in the rejection of the tender.

1.2. SUBMISSION OF TENDERS

- 1.2.1 The tenderers must submit their tenders to Officer inviting tender as per instructions in the NIT
- 1.2.2 Tenders submitted by post shall be sent by 'REGISTERED POST ACKNOWLEDGEMENT DUE / by COURIER' and shall be posted with due allowance for any postal/courier delays. BHEL takes no responsibility for delay, loss or non-receipt of tenders sent by post/courier. **The tenders received after the specified time of their submission are treated as 'Late Tenders' and shall not be considered under any circumstances.** Offers received by Fax/Email/Internet shall be considered as per terms of NIT.
- 1.2.3 Tenders shall be opened by authorised Officer of BHEL at his office at the time and date as specified in the NIT, in the presence of such of those tenderers or their authorised representatives who may be present.

- 1.2.4 Tenderers whose bids are found techno commercially qualified shall be informed the date and time of opening of the Price Bids and such Tenderers may depute their representatives to witness the opening of the price bids. BHEL's decision in this regard shall be final and binding.
- 1.2.5 Before submission of Offer, the tenderers are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour, means of transport and access to Site, accommodation, etc. No claim will be entertained later on the grounds of lack of knowledge of any of these conditions.

1.3 LANGUAGE

- 1.3.1 The tenderer shall quote the rates in English language and international numerals. These rates shall be entered in figures as well as in words. For the purpose of the tenders, the metric system of units shall be used.
- 1.3.2 All entries in the tender shall either be typed or written legibly in ink. Erasing and overwriting is not permitted and may render such tenders liable for rejection. All cancellations and insertions shall be duly attested by the tenderer.

1.4 PRICE DISCREPANCY:

Conventional (Manual) Price Bid opening: In the case of price bid opening without resorting to Reverse Auction, if there are differences between the rates given by the tenderer in words and figures or in amount worked out by him, the following procedure for evaluation and award shall be followed:

- i) When there is a difference between the rates in figures and in words, the rates which corresponds to the amounts worked out by the contractor, shall be taken as correct
- ii) When the amount of an item is not worked out by the contractor or it does not correspond with the rate written either in figure or in words, then the rate quoted by the contractor in words shall be taken as correct
- iii) When the rate quoted by the contractor in figures and words tallies but the amount is not worked out correctly, the rate quoted by the contractor shall be taken as correct and not the amount.
- iv) In case of lumpsum price, if there is any difference between the amount in figures and in words, the amount quoted by the bidder in words shall be taken as correct.
- v) In case of omission in quoting any rate for one or more items, the evaluation shall be done considering the highest quoted rate obtained against the respective items by other tenderers for the subject tender. If the tenderer becomes L-1, the notional rates for the omission items shall be the lowest rates quoted for the respective items by the other tenderers against the respective omission items for the subject job and the 'Total quoted price (loaded for omissions)' shall be arrived at. However the overall price remaining the same as quoted originally, the rates for all the items in the 'Total quoted price (loaded for omissions)' shall be reduced item wise in proportion to the ratio of 'Original' total price and the 'Total quoted price (loaded for omissions)'.
- vi) The 'Final Total Amount' shall be arrived at after considering the amounts worked out in line with 'i' to 'v' above.

1.5 QUALIFICATION OF TENDERERS

- i) Only tenderers who have previous experience in the work of the nature and description detailed in the Notice Inviting Tender and/or tender specification are expected to quote for this work duly detailing their experience along with offer.
- ii) Offers from tenderers who do not have proven and established experience in the field shall not be considered

- iii) Offers from tenderers who are under suspension (banned) by any Unit/Region/Division of BHEL shall not be considered.
- iv) Offers from tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt. of India shall not be considered.

1.6 EVALUATION OF BIDS

- i) In line with Pre-Qualification Requirements, documents submitted for qualification i.e. Balance sheet, Work orders and completion certificate (if required) etc. with PART - I shall be opened and assessed first for Qualification of bidders.
- ii) Paper price bids submitted with Part II, by the qualified bidders as per sl. no. i), shall be opened for evaluation.
- iii) Price bids of unsuccessful bidders as per sl. no. i) shall be returned in original after issuance of Letter of Award (LOA).

1.7 DATA TO BE ENCLOSED

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

i) **INCOME TAX PERMANENT ACCOUNT NUMBER**

Certified copies of Permanent Account Numbers as allotted by Income Tax Department for the Company/Firm/Individual Partners, etc. shall be furnished along with tender.

ii) **ORGANIZATION CHART**

The organization chart of the tenderer's organization, including the names, addresses and contact information of the Directors/Partners shall be furnished along with the offer.

- iii) An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole proprietor

iv) **IN CASE OF INDIVIDUAL TENDERER**

His / her full name, address and place & nature of business.

v) **IN CASE OF PARTNERSHIP FIRM**

The names 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.

vi) **IN CASE OF COMPANIES**

- a. Date and place of registration including date of commencement certificate in case of Public Companies (certified copies of Memorandum and articles of Association are also to be furnished).
- b. Nature of business carried on by the Company and the provisions of the Memorandum relating thereof.

1.8 AUTHORISATION AND ATTESTATION

Tenders shall be signed by a person duly authorized/empowered to do so. An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole proprietor shall be submitted along with the tenders.

1.9 VALIDITY OF OFFER

The rates in the Tender shall be kept open for acceptance for a minimum period of **SIX MONTHS from latest due date of offer submission (including extension, if any)**. In case BHEL (Bharat Heavy Electricals Ltd) calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenderers.

1.10 EXECUTION OF CONTRACT AGREEMENT

The successful tenderer's responsibility under this contract commences from the date of issue of the Letter of Intent/ Award by Bharat Heavy Electricals Limited. The Tenderer shall submit an unqualified acceptance to the Letter of Intent/Award within the period stipulated therein.

1.11 REJECTION OF TENDER AND OTHER CONDITIONS

1.11.1 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 as per NIT
- C) To award the work in part if specified in NIT
- D) In case of either of the contingencies stated in (b) and (c) above, the time for completion as stipulated in the tender shall be applicable.

1.11.2 Conditional tenders, unsolicited tenders, tenders which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc., are liable to be rejected.

1.11.3 Tenders are liable to be rejected in case of unsatisfactory performance of the tenderer with BHEL, or tenderer under suspension (hold/banning /delisted) by any unit / region / division of BHEL or tenderers who do not comply with the latest guidelines of Ministry / Commissions of Govt. of India. The decision of BHEL will be final in this regard.

1.11.4 If a tenderer who is a proprietor expires after the submission of his 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 tender or after the acceptance of the tender, BHEL may then cancel such tender at their discretion, unless the firm retains its character.

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

1.11.6 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/Security Deposit/any other money due.

- 1.11.7 Canvassing in any form in connection with the tenders submitted by the Tenderer shall make his offer liable to rejection.
- 1.11.8 In case the Proprietor, Partner or Director of the Company/Firm submitting the Tender, has any relative or relation employed in BHEL, the authority inviting the Tender shall be informed of the fact as per specified format, along with the Offer. Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money/Security Deposit.
- 1.11.9 The successful tenderer should not sub-contract part or complete work detailed in the tender specification undertaken by him without written permission of BHEL's Construction Manager/Site Incharge. The tenderer is solely responsible to BHEL for the work awarded to him.
- 1.11.10 The Tender submitted by a techno commercially qualified tenderer shall become the property of BHEL who shall be under no obligation to return the same to the bidder. However unopened price bids and late tenders shall be returned to the bidders.
- 1.11.11 Unsolicited discount received after the due date and time of Bid Submission shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-I party, then the awarded price i.e contract value shall be worked out after considering the discount so offered.
- 1.11.12 BHEL shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.

2.0 DEFINITIONS

2.1 DEFINITION: The following terms shall have the meaning hereby assigned to them except where the context otherwise requires

- i. BHEL shall mean Bharat Heavy Electricals Limited (of the respective Power Sector Region inviting the Tender), a company registered under Indian Companies Act 1956, with its Registered Office at BHEL HOUSE, SIRI FORT, NEW DELHI – 110 049, or its Power Sector Regional Offices or its Authorised Officers or its Site Engineers or other employees authorised to deal with any matters with which these persons are concerned on its behalf.
- ii. "EXECUTIVE DIRECTOR" or 'GROUP GENERAL MANAGER' or "GENERAL MANAGER (Incharge)" or "GENERAL MANAGER" shall mean the Officer in Administrative charge of the respective Power Sector Region.
- iii. "COMPETENT AUTHORITY" shall mean Executive Director or Group General Manager or General Manager (Incharge) or General Manager or BHEL Officers who are empowered to act on behalf of the Executive Director or General Manager (Incharge) or General Manager of BHEL.
- iv. "ENGINEER" or "ENGINEER IN CHARGE" shall mean an Officer of BHEL as may be duly appointed and authorized by BHEL to act as "Engineer" on his behalf for the purpose of the Contract, to perform the duty set forth in this General Conditions of Contract and other Contract documents. The term also includes 'CONSTRUCTION MANAGER' or 'SITE

- INCHARGE' as well as Officers at Site or at the Headquarters of the respective Power Sector Regions.
- v. "SITE" shall mean the places or place at which the plants/equipments are to be erected and services are to be performed as per the specification of this Tender.
 - vi. "CLIENT OF BHEL" or "CUSTOMER" shall mean the project authorities with whom BHEL has entered into a contract for supply of equipments or provision of services.
 - vii. "CONTRACTOR" shall mean the successful Bidder/Tenderer who is awarded the Contract and shall include the Contractor's successors, heirs, executors, administrators and permitted assigns.
 - viii. "CONTRACT" or "CONTRACT DOCUMENT" shall mean and include the Agreement of Work Order, the accepted appendices of Rates, Schedules, Quantities if any, General Conditions of Contract, Special Conditions of Contract, Instructions to the Tenderers, Drawings, Technical Specifications, the Special Specifications if any, the Tender documents, subsequent amendments mutually agreed upon and the Letter of Intent/Award/Acceptance issued by BHEL. Any conditions or terms stipulated by the contractor in the tender documents or subsequent letters shall not form part of the contract unless, specifically accepted in writing by BHEL in the Letter of Intent/Award and incorporated in the agreement.
 - ix. "GENERAL CONDITIONS OF CONTRACT" shall mean the 'Instructions to Tenderers' and 'General Conditions of Contract' pertaining to the work for which above tenders have been called for.
 - x. "TENDER SPECIFICATION" or "TENDER" or "TENDER DOCUMENTS" shall mean General Conditions, Common Conditions, Special Conditions, Price Bid, Rate Schedule, Technical Specifications, Appendices, Annexures, Corrigendums, Amendments, Forms, procedures, Site information, etc and drawings/documents pertaining to the work for which the tenderers are required to submit their offers. Individual specification number will be assigned to each Tender Specification.
 - xi. "LETTER OF INTENT/ AWARD" shall mean the intimation by a Letter/Fax/email to the tenderer that the tender has been accepted in accordance with provisions contained in the letter. The responsibility of the contractor commences from the date of issue of this letter and all terms and conditions of the contract are applicable from this date.
 - xii. "COMPLETION TIME" shall mean the period by 'date/month' specified in the 'Letter of Intent/Award' or date mutually agreed upon for handing over of the intended scope of work, the erected equipment/plant which are found acceptable by the Engineer, being of required standard and conforming to the specifications of the Contract.
 - xiii. "PLANT" shall mean and connote the entire assembly of the plant and equipments covered by the contract.
 - xiv. "EQUIPMENT" shall mean equipment, machineries, materials, structural, electricals and other components of the plant covered by the contract.
 - xv. "MACHINE" shall mean the photocopy equipment, computer or any other equipment deployed by contractor for the execution of contract.

- xvi. "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 contractor or part thereof.
- xvii. "APPROVED", "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL.
- xviii. "WORK or CONTRACT WORK" shall mean and include supply of all categories of labour, specified consumables, tools and tackles and Plants required for complete and satisfactory site transportation, handling, stacking, storing, erecting, testing and commissioning of the equipments to the entire satisfaction of BHEL.
- xix. "SINGULAR AND PLURALS ETC" words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting the masculine Gender shall be taken to include the feminine Gender and words imparting persons shall include any Company or Associations or Body of Individuals, whether incorporated or not.
- xx. "HEADING" – The heading in these General Conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken as instructions thereof or of the contract.
- xxi. "MONTH" shall mean calendar month unless otherwise specified in the Tender.
- xxii. Day' or 'Days' unless herein otherwise expressly defined shall mean calendar day or days of twenty four (24) hours each. A week shall mean continuous period of seven (7) days.
- xxiii. "COMMISSIONING" shall mean the synchronisation testing and achieving functional operation of the Equipment with associated system after all initial adjustments, trials, cleaning, re-assembly required at site if any, have been completed and Equipment with associated system is ready for taking into service.
- xxiv. "WRITING" shall include any manuscript type written or hand written or printed statement or electronically transmitted messages, under the signature or seal or transmittal of BHEL.
- xxv. "TEMPORARY WORK" shall mean all temporary works for every kind required in or for the execution, completion, maintenance of the work.
- xxvi. 'CONTRACT PRICE' or 'CONTRACT VALUE' shall mean the sum mentioned in the LOI/LOA/Contract Agreement subject to such additions thereto or deductions there from as may be made under provisions hereinafter contained
- xxvii. "COMMENCEMENT DATE" or "START DATE" shall mean the commencement/start of work at Site as per terms defined in the Tender
- xxviii. "SHORT CLOSING" or "FORE CLOSING" of Contract shall mean the premature closing of Contract, for reasons not attributable to the contractor and mutually agreed between BHEL and the contractor
- xxix. "TERMINATION" of Contract shall mean the pre mature closing of contract due to reasons as mentioned in the contract

- xxx. "DE MOBILISATION" shall mean the temporary winding up of Site establishment by Contractor leading to suspension of works temporarily for reasons not attributable to the contractor
- xxxi. "RE MOBILISATION" shall mean the resumption of work with all resources required for the work after demobilization.

2.2 ISSUE OF NOTICE

2.2.1 Service of notice on contractor

Any notice to be given to the Contractor under the terms of the contract shall be served by sending the same **by Registered Post / Speed Post** to or leaving the same at the Contractor's last known address of the principal place of business (or in the event of the contractor being a company, to or at its Registered Office). In case of change of address, the notice shall be served at changed address as notified in writing by the Contractor to BHEL. Such posting or leaving of the notice shall be deemed to be good service of such notice and the time mentioned to the condition for doing any act after notice shall be reckoned from the date so mentioned in such notice.

2.2.2 SERVICE OF NOTICE ON BHEL

Any notice to be given to BHEL in-charge/Region under the terms of the Contract shall be served by sending the same by post to or leaving the same at BHEL address or changed address as notified in writing by BHEL to the Contractor.

2.2.3 COMMENCEMENT OF WORK

The contractor shall commence the work as per the time indicated in the Letter of Intent/Award from BHEL and shall proceed with the same with due expedition without delay.

If the contractor fails to start the work within stipulated time as per LOA or as intimated by BHEL, then BHEL at its sole discretion will have the right to cancel the contract. All the work shall be carried out under the direction and to the satisfaction of BHEL.

2.2.4 RIGHTS OF BHEL

BHEL reserves the following rights in respect of this contract during the original contract period or its extensions if any, as per the provisions of the contract, without entitling the contractor for any compensation.

- 2.2.5 To withdraw any portion of work and/or to restrict/alter quantum of work as indicated in the contract during the progress of work and get it done through other agencies to suit BHEL's changed requirements w.r.t. time or scope.

- 2.2.6 To terminate the contract or get any part of the work done through other agency or deploy BHEL's own/hired/otherwise arranged resources , at the risk and cost of the contractor after due notice of a period of 15 days by BHEL, in the event of:-

- i) Contractor's continued poor progress
- ii) Withdrawal from or abandonment of the work before completion of the work
- iii) Contractor's inability to progress the work for completion as stipulated in the contract
- iv) Poor quality of work/services
- v) Corrupt act of Contractor
- vi) Insolvency of the Contractor

- vii) Persistent disregard to the instructions of BHEL
- viii) Assignment, transfer, sub-letting of contract without BHEL's written permission
- ix) Non fulfillment of any contractual obligations
- x) In the opinion of BHEL, the contractor is overloaded and is not in a position to execute the job as per required schedule

- 2.2.7 To meet the expenses including BHEL overheads on the differential cost at 5%, over and above the Liquidated damages/penalties arising out of "Risk & Cost" as explained above under sl. no. 2.2.6. BHEL shall recover the amount from any money due from Contractor, or any other contract of BHEL or by any other means or any combination thereof.
- 2.2.8 To effect recovery from any amounts due to the contractor under this or any other contract or in any other form, the moneys BHEL is statutorily forced to pay to anybody, due to contractor's failure to fulfill any of his obligations. BHEL shall levy overheads of 5% on all such payments along with interest as defined elsewhere in the terms and conditions.
- 2.2.9 While every endeavour will be made by BHEL to this end, they cannot guarantee uninterrupted work due to conditions beyond their control. The Contractor will not be normally entitled for any compensation/extra payment on this account unless otherwise specified elsewhere in the contract.

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

The following are the responsibilities of the contractor in respect of observance of local laws, employment of personnel, payment of taxes etc. The subcontractor shall fully indemnify BHEL against any claims of whatsoever nature arising due to the failure of the contractor in discharging any of his responsibilities hereunder:

- 2.3.1 The contractor shall comply with all applicable State and Central Laws, Statutory Rules, Regulations, Notifications, etc. such as Payment of Wages Act, Minimum Wages Act, Workmen Compensation Act, Employer's Liability Act, Industrial Disputes Act, Employers Provident Act, Employees State Insurance Scheme, Contract Labour (Regulation and Abolition) Act, 1970, Payment of Bonus & Gratuity Act, Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996, The Building and Other Construction Workers' Welfare Cess Act, 1996 and other Acts, Rules, and Regulations for labour/workers as applicable and as may be enacted by the State Government and Central Govt. during the tenure of the Contract and having force or jurisdiction at Site. The Contractor shall also comply with provisions of and give all such notices to the local Governing Body, Police and other relevant Authorities as may be required by the Law.
- 2.3.2 The contractor shall pay and bear all taxes, fees, license charges, Cess, duties, deposits, royalties, commission or other charges which may be leviable on account of his operations in executing the contract.
- 2.3.3 The contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed by him.
- 2.3.4 The contractor shall ensure that no damage is caused to any person/property of other parties working at site. If any such damage is caused, it is responsibility of the contractor to make good the losses or compensate for the same.

- 2.3.5 In case the contractor is required to undertake any work outside the scope of this contract, the rates payable shall be those mutually agreed upon if the item rates are not mentioned in existing contract.

3 SCOPE OF WORK

BHEL-PSNR intends to take the following services:

- 3.1 **Total No. of Drivers-** At present only 02 nos. drivers are required for Company owned vehicles. However, the requirement of drivers is indicative only and it may increase/ decrease based on our actual requirement during the contract period.
- 3.2 **Period of Hiring-** 24 months from the date of commencement of the contract. However, same can be extended mutually for a further period of one year on the same rates and terms & conditions. In view of this, the appointment of the drivers shall also be for a maximum period of two years or the validity of the contract, whichever is later.
- 3.3 **Monthly Wages-** Contractor shall accept full and exclusive liability for the payment of Wages as mentioned in **Annexure-"A-1"**, which includes payment of VDA (Variable DA), PF, ESI, Bonus etc. for the drivers deployed by the contractor and other obligation referred under the law now and thereafter imposed by the Government/ Local Bodies. BHEL shall reimburse the consolidated wages per driver on monthly basis to the successful bidder as per **Annexure-"A-1"**. The periodic VDA increase/ decrease, as & when notified by the Government of NCT of Delhi shall be payable separately.
- 3.4 **Desirable Qualities of Drivers**
- (i) Must have a valid commercial license with proper badge.
 - (ii) Must be conversant with Delhi/ NCR routes.
 - (iii) Shall be gentle, polite, courteous and well dressed in uniform while on duty.
 - (iv) Must maintain office decorum and should not be in drunken condition while on duty.
 - (v) Should be physically fit and punctual at work.
 - (vi) The driver should possess experience of at least 2 years of driving.
 - (vii) The Police verification of the Drivers is mandatory.
- 3.5 **Uniform & Mobile Phone-** The Contractor shall ensure that while on duty, his drivers put proper uniforms in distinctive color code and in neat and clean conditions. Mobile Phone is essential for each driver providing services to BHEL.
- 3.6 **Replacement of Driver-**
- (i) In the event of absence of the driver(s), the successful bidder shall arrange and provide replacement of the driver(s) for the entire duration of the absence.
 - (ii) In case of misconduct on the part of the driver, or complaint from BHEL Officials regarding rash driving, non-punctual at work, misbehavior, unsatisfactory performance/ service of driver, the successful bidder would replace such driver within two working days from the date of communication of any sort of complaint referred to in this para.

- 3.7 Weekly Working Days and Duty Hours-** 6 days in a week, except 3 National Holidays (Republic Day, Independence Day and Mahatma Gandhi Birthday). Duty Hours shall be 8 Hours (Excluding mandatory breaks of 1 Hour). The drivers attached with senior officials for duty are required to be present everyday on time and shall be available for duty as and when required by the official.
- 3.8 Charges for Extra Duty Hours-** Extra Duty Hours over and above normal duty hours (Nine Hours including mandatory one hour break in all working days and actual duty hours-mandatory one hour break in case of holidays) shall be payable at double the rate of wages including statutory payments (As per **Annexure "A-2"**). The same may vary depending on the changes in the Monthly Consolidated Wages due to increase/ decrease in VDA as and when notified by the statutory authority. Computation of Extra Duty Hours shall be on daily basis. Payment of Extra Duty shall be computed on the basis of actual Extra Hours Duty performed in a month limited to 80 Hours in a month.
- 3.9 Outstation Duty Charges-** In case of deployment of driver for outstation duty, BHEL shall pay TA/DA on account of Outstation Duty at the following rate:
Rs. 300/- per day. Apart from this, no extra duty hour charges shall be admissible.
- 3.10 Payment of Bonus-** Contractor shall pay Bonus to the drivers @ 8.33% of Consolidated Monthly Wages as per provision of Payment of Bonus Act 1965. The same may vary depending on the changes in the Monthly Consolidated Wages due to increase/ decrease in VDA as and when notified by the statutory authority. However, BHEL shall reimburse the same, as per actuals after submission of required proofs of payment.
- 3.11 Agency Service Charges-** Successful bidder's Service Charges in percentages applicable on different components as mentioned in **Part-II Price Bid (Annexure-B)** shall remain firm for the entire contract period. However, any changes in the quantum of Service Tax, if applicable, due to statutory variation, the same shall be admissible during the tenure of the contract on intimation by the successful bidder.
- 3.12 Termination of Contract-** The contract shall be liable for termination from either side at any time by giving minimum 30 days' notice without assigning any reason thereof and without prejudice to the rights of the company to recover any amount becoming due under this contract.

4. CONTRACTOR'S OBLIGATION

- 4.1 Uniform & Mobile Phone -** Contractor shall ensure proper uniform in neat & clean condition for each driver providing services to BHEL. The driver must possess a mobile phone which should remain switched on during 24 x 7 basis.
- 4.2 No. of Drivers -** As per present requirement, contractor will be liable to provide 02 nos. drivers with immediate effect on award of contract. The no. of drivers may increase or decrease as per requirement. No compensation can be claimed by the contractor for increase and decrease in requirement.

- 4.3 Provident Fund** - The contractor shall obtain Provident Fund (PF) Number from the concerned authorities on award of work and shall strictly comply with the provision of Employee's Provident Fund Act. The contractor shall deposit Employee's and Employer's contributions in the designated account with the designated authority every month and furnish the challans / receipt thereof.
- 4.4 ESI** - The contractor shall strictly comply with the provision of Employees State Insurance Act. Contractor shall issue latest digital ESI Card to all the work force immediately after taking in to their employment. The contractor shall deposit Employee's and Employer's contribution in the designated account with the designated authority every month and furnish the challans/ receipt thereof.
- 4.5 Payment of Wages** - All payments to the Contractor's drivers shall be as per the terms of contract and as per the details enumerated in **Annexure-"A-1"**, which shall be made through direct credit in the bank accounts of the drivers. The payment must be credited in the driver's account by the 7th of each English month. BHEL shall reimburse the payment of drivers in the contractor's account within 30 days on submission of bills.
- 4.6 Payment of Bonus** - The contractor shall strictly comply with the provision of Bonus Act. The contractor shall ensure payment of Bonus @ 8.33% of Consolidated Monthly Wages (As per Payment of Bonus Act 1965) to their drivers during the entire contract period.

5. PAYMENT TERMS:

The bills along with supporting vouchers has to be submitted on monthly basis and the Payment, inclusive of all taxes as applicable, will be made within 30 days from the date of submission of the bills, complete in all respects. However, no interest shall be payable for delay in making the payment.

6. PENALTY:

The contractor has to arrange for a substitute driver in case the driver has to go for leave/ other works. In case of non-providing of driver services a Penalty of Rs. 500/- per day shall be enforced in addition to the loss of pay for that day.

Also a Penalty of Rs. 250 per incidence can also be imposed on any lapses of agency/ his agent/ driver like misbehaving, consumption of liquor/ chewing or smoking tobacco on duty, refusal to provide service, etc while on duty.

7. TAXES

- 7.1 Income tax & surcharge, if any at prevailing rates shall be deducted from the bill unless Exemption Certificate from appropriate Income Tax Authority is furnished. Service taxes as applicable will be paid.
- 7.2 **New Taxes / Levies**
- 7.2.1 In case the Government imposes any new levy/ tax on the output service/ goods/ work after award of the contract, the same shall be reimbursed by BHEL at actual. The reimbursement under this clause is restricted to the direct transaction between BHEL and its subcontractor only.

- 7.2.2 In case any new tax/ levy/ duty etc. becomes applicable after the date of Bidder's offer, the Bidder/ Contractor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of Price Bid. Claim for any such impact after opening the Price Bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.
- 7.2.3 The Vendor has to ensure compliance of all laws and taxes so that benefit of inputs are not denied to BHEL by respective authorities.
- 7.2.4 Payment shall be released against RAB provided proper invoices in conformity with the relevant provisions of new Act/ Rules have been issued by sub-contractor/ vendor. Later on if it is noticed that input Tax Credit is not available to BHEL due to reasons attributable to sub-contractor/ vendor, same shall be recovered from next bill.

8. SUB-CCONTRACT

The vendor shall not sublet any portion of the contract without the prior written approval of BHEL.

9. COMPLIANCE TO REGULATIONS AND BYE-LAWS

The Service Provider shall confirm to the provisions of any statute relating to the work and regulations and Bye- laws of any local authority. The Service Provider shall be bound to give all notices required by statutory regulations or by-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

10. ACCIDENTS / DAMAGES / CLAIMS LIABILITIES

- a) In event of any accident or damages while on BHEL's duty, BHEL shall be completely free from any liability of any nature connected with the accident/ damage(s). Service Provider himself will be fully and exclusively responsible for any personal injury to driver or any other person in employment of Service Provider or damage to any property or person (except BHEL's Vehicle). This includes any third party claims.
- b) Service Provider may safeguard his interest through insurance at his own cost. Under no circumstances BHEL will take any liability arising out of or due to the action of the driver, including third party claims. Contractor will have the sole liability of the damages/injuries caused to the driver or due to the action of the driver (including accidents and third party claims).
- c) It is the responsibility of Driver/Contractor to inform the admin deptt. of PSNR, the occurrence of any accident involving BHEL's vehicle(s), as early as possible, and also provide substitute and submit a detailed report to transport coordinator within 24 hours for record of BHEL.
- d) Absence of Driver due to accident may not be entitled for any exemptions from liabilities of contract, whatsoever. Arrangement of alternative/substitute is responsibility of Service Provider unless otherwise exempted for reasons beyond Service Provider's control.

11. DEFENCE SUITS

If any action in court is brought by third party against BHEL or an officer or agent of BHEL for the failure or neglect on the part of Service Provider to perform any acts, matter, covenants or things under the contract or for any damage or injury caused by the alleged omission' or negligence on the part of Service Provider, his agent/representative or his sub Service Providers, or drivers, the Service Provider shall in all such case be responsible and indemnify and keep BHEL and/or its representative harmless from all losses, damages, expenses or decrees arising out of such action

12. DEFAULT / BREACH OF CONTRACT. INSOLVENCY AND RISK PURCHASE

- a) If the Service Provider / Contractor fails to provide the required services as per the Contract / fails to deliver the goods or materials or any instalment thereof within the period(s) fixed for such delivery or delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply / provide goods / services or materials covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of the Order/Contract not herein specifically provided for or in the event of the death or insanity or if the Seller/Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act or if the Seller/Contractor (Service Provider) being a company is wound up voluntarily or by order of a Court or a Receiver. Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the purchaser may be put to incur or sustain by reason of the Seller/Contractor's default or breach of Order/Contract shall be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to the Seller/Contractor (Service Provider) and if the purchaser so desires, he may procure upon such terms and in such manner as he deems appropriate, stores / services not so delivered or others of a similar description where stores / services exactly complying with particulars are not, in the opinion of the purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/Contractor (Service Provider) and the Seller/Contractor (Service Provider) shall be liable to the purchaser for any excess costs provided that the Seller/Contractor (Service Provider) shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller/Contractor (Service Provider) shall on no account be entitled to any gain on such repurchases.
- b) Cost of the purchases made by the Purchaser at the risk and cost of the seller/contractor (Service Provider) shall be worked out after levying 30% overheads as departmental charges on the cost of materials / services so purchased/hired.

13. ARBITRATION

- a) In the event of any dispute or difference arising out of the execution of the Order/Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision between BHEL & Service Provider in any manner touching upon the Order/Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the arbitration of the person appointed by the competent authority of BHEL (Purchaser).

Subject as aforesaid, the provisions of Arbitration and Conciliation Act, 1996 (India) or

Statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of arbitration shall be at New Delhi.

- b) In case of order/contract on Public Sector Enterprises (PSE) or a Govt. deptt., the following clause shall be applicable:-

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Order/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 a further reference for setting aside or revision of the award to the Law secretary, deptt. of Legal Affairs, Ministry of Law & 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 parties in the dispute will bear equally the cost of arbitration as intimated by the arbitrator.

14. LAWS GOVERNING THE CONTRACT

The Order/Contract shall be executed and governed by the laws of India and the courts of India alone shall have jurisdiction in respect of any matter arising under or in connection with the Order/Contract.

15. JURISDICTION OF COURT

Courts at Noida (Gautam Budh Nagar) shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable.

Annexure "A-1"

The L-1 Bidder shall disburse Monthly Wages to the drivers (excluding Service Tax) as per details given below:			
SL. NO.		DESCRIPTION OF COMPONENTS	RATE PER POINT OF SERVICE PER MONTH
1	A	Minimum Monthly Wages for Skilled Labour of Govt. of NCT of Delhi (As on 01.10.2016)	11830.00
	B	V. DA as announced on April and Oct of the year.	0.00
2		Total Monthly Wages per Driver [Sl. no. 1(A) + 1(B)]	11830.00
3		Fixed Mobile Charges	250.00
4		Uniform @ 3% on Sl. No. 2	354.90
5		PF @ 13.36% on Sl. No. 2	1580.49
6		ESI @ 4.75% on Sl. No. 2	561.93
7		Bonus @ 8.33% on Sl. No. 2	985.44
A		Monthly Charges payable per driver (2-7)	15562.75
B		Monthly Charges for Extra Hours (Limited to maximum 80 hrs per month) shall be payable as per the Extra Hours Rates calculated in Annexure "A-2"	(At Actual)
C		Outstation Duty Charges@ Rs. 300/- per day	(As Applicable)
D		Total Monthly Charges payable per driver	(Sum of A+B+C)

NOTE:	
1	Service Tax as applicable shall be payable extra.
2	The periodic VDA increase/ decrease, as and when notified by the Govt. of NCT of Delhi shall be payable extra.

Annexure "A-2"

Extra Duty Hours Rates Computation Sheet			
Sl. No.	DESCRIPTION OF COMPONENTS	FORMULA	RATE PER POINT OF SERVICE PER MONTH
A	Minimum Monthly Wages for Skilled Labour of Govt. of NCT of Delhi (As on 01.10.2016)	As per Sl. No.2 of Annexure 'A-1'	11830.00
B	Rate of Wages per hour	[(A)/208]	56.88
C	Extra Hour Rate per Hour (Excluding the Statutory payments towards ESI)	[B X 2)	113.75
D	Payment on account of ESI @ 4.75% of Sl. No. C	[C X 4.75%]	5.40
E	Extra Hour Rate per Hour to be paid to L-1 Bidder (Inclusive of all Statutory Payments)	Sum of Sl. No. C & D	119.15
Extra Hour Rate (Rounded Off)			119.00

NOTE:	
1	The extra hours rate as calculated above may change from time to time due to periodic VDA increase / decrease, as and when notified by the Govt. of NCT of Delhi.
2	The extra hours rate as computed above is to be rounded off to the nearest decimal place.
3	Computation of Extra Duty Hours shall be daily basis. Extra duty hours is applicable after performing duty of 9 Hours (including mandatory break of 1 hour) in all working days. In Holiday, Extra Duty Hours shall be actual hours of duty performed-Mandatory break of 1 Hour.
4	Payment of Extra Duty shall be computed on the basis of actual Extra Hours Duty performed in a month limited to maximum 80 Hrs in a month.

ANNEXURE "B"

Job:- "Hiring of driver services for leased/ company hired vehicles at PSNR office premises".

UNPRICE BID		
1	PERCENTAGE OF SERVICE CHARGES TO BE QUOTED BY THE BIDDER (Not to be paid for S. No. 5 & 6 of Annexure A-1)	PERCENTAGE IN FIGURES
		/

PERCENTAGE IN WORDS

NOTES:

1. Bidder should quote only one rate in percentages for all the components mentioned above.
2. Agency Service Charges shall remain firm for the entire period of the contract.
3. Service charges are applicable on total charges payable as per S. No. D in Annexure A-1, except S. No. 5 & 6 of Annexure A-1 of Terms & Conditions of NIT.

OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER
(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

Offer Reference No:.....

Date:.....

To,

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

Dear Sir,

Sub : Submission of Offer against Tender Specification No:

I/We hereby offer to carry out the work detailed in the Tender Specification issued by Bharat Heavy Electricals Limited, Power Sector-....., in accordance with the terms and conditions thereof.

I/We have carefully perused the following listed documents connected with the above work and agree to abide by the same.

1. Amendments/Clarifications/Corrigenda/Errata/etc issued in respect of the Tender documents by BHEL
2. Notice Inviting Tender (NIT)
3. Price Bid
4. Terms and Conditions of Contract
5. Forms and Procedures

Should our Offer be accepted by BHEL for Award, I/we further agree to furnish 'Security Deposit' for the work as provided for in the Tender Conditions within the stipulated time as may be indicated by BHEL.

I/We further agree to execute all the works referred to in the said Tender documents upon the terms and conditions contained or referred to therein and as detailed in the appendices annexed thereto.

I/We have deposited/depositing herewith the requisite Earnest Money Deposit (EMD) as per details furnished in the Check List.

Authorised Representative of Bidder

Signature :

Name :

Address :

Place:

Date:

(BIDDERS TO FURNISH THIS CERTIFICATE ALONGWITH OFFER LETTER IN PART -1 A OF BID ON COMPANY'S LETTER HEAD)

(निविदाकर्ता को यह प्रमाणपत्र निविदा के ऑफर लेटर के साथ भाग 1 ए में कंपनी के लेटरहेड पर देना है)

NO CLAIMS CERTIFICATE AGAINST NIT LANGUAGE

WE HEREBY CONFIRM THAT WE HAVE UNDERSTOOD THE TERMS & CONDITIONS OF NIT NO. _____ AS DOWNLOADED FROM THE WEBSITE / ISSUED BY BHEL IN ENGLISH LANGUAGE. WE FURTHER CONFIRM THAT WE WILL NOT LODGE ANY CLAIM TO BHEL OR ANY LEGAL / STATUTARY AUTHORITY FOR NOT UNDERSTANDING ANY CLAUSE /SUBCLAUSE OF NIT DUE TO LANGUAGE OF THE TENDER I.E. ENGLISH.

SIGNATURE OF AUTHORIZED SIGNATORY

COMPANY'S SEAL

NAME OF AUTHORIZED SIGNATORY & CONTACT DETAILS

निविदा की भाषा सम्बंधित दावा प्रमाणपत्र

अंग्रेजी भाषा में वेबसाइट से डाउनलोड की गयी / बीएचईएल से प्राप्त हुई निविदा सं. _____ के लिये हम एतद्वारा यह पुष्टि करते हैं कि हमने निविदा के नियम व शर्तों को समझ लिया है । और हम यह भी पुष्टि करते हैं कि भविष्य में हम किसी भी प्रकार का कोई दावा बीएचईएल में / किसी भी न्यायपालिका में/ किसी भी वैधानिक मंडल के सामने, इस कारण से की हमें उपरोक्त निविदा का कोई खंड / उप खंड निविदा की लिपि अंग्रेजी भाषा में होने के कारण समझ नहीं आया है, प्रस्तुत नहीं करेंगे ।

अधिकृत हस्ताक्षरकर्ता के हस्ताक्षर

कंपनी की मुहर

अधिकृत हस्ताक्षरकर्ता का नाम व सम्पर्क विवरण

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

(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 : **Declaration by Authorised Signatory**

Ref : 1) NIT/Tender Specification No:,

2) All other pertinent issues till date

I/We, hereby certify that all the information and data furnished by me with regard to the above Tender Specification are true and complete to the best of my knowledge. I have gone through the specifications, conditions, stipulations and all other pertinent issues till date, and agree to comply with the requirements and Intent of the specification.

I further certify that I am authorised to represent on behalf of my Company/Firm for the above mentioned tender and a valid Power of Attorney to this effect is also enclosed.

Yours faithfully,

(Signature, Date & Seal of Authorized
Signatory of the Bidder)

Date:

Enclosed : Power of Attorney

NO DEVIATION CERTIFICATE

(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 : **No Deviation Certificate**

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

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred NIT/Tender Specification.

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

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

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

OR

2. The Proprieter, 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 Authorised 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.

BANK ACCOUNT DETAILS FOR E-PAYMENT

(To be given on Letter head of the Company /Firm of Bidder, and **ENDORSED (SIGNED & STAMPED) BY THE BANK** to enable BHEL release payments through Electronic Fund Transfer (EFT/RTGS))

1. Beneficiary Name :
2. Beneficiary Account No. :
3. Bank Name & Branch :
4. City/Place :
5. 9 digit MICR Code of Bank Branch :
6. IFSC Code of Bank Branch :
7. Beneficiary E-mail ID :
(for payment confirmation)

NOTE: In case Bank endorsed certificate regarding above has already been submitted earlier, Kindly submit photocopy of the same

NON DISCLOSURE CERTIFICATE

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

NON DISCLOSURE CERTIFICATE

I/We understand that BHEL PS __ is committed to Information Security Management System as per their Information Security Policy.

Hence, I/We M/s.....who are submitting offer for providing services to BHEL PS __ against Tender Specification

No: _____, hereby undertake to comply with the following in line with Information Security Policy of BHEL PS ____, _____

To maintain confidentiality of documents & information which shall be used during the execution of the Contract.

The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL PS__.

(Signature, date & seal of Authorized Signatory of the bidder)

Date:

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

(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 : **Declaration by Authorised Signatory regarding Authenticity of submitted documents.**

Ref : 1) NIT/Tender Specification No:,

2) All other pertinent issues till date

I/We, hereby certify that all the documents submitted by us in support of possession of "Qualifying Requirements" are true copies of the original and are fully compliant required for qualifying / applying in the bid and shall produce the original of same as and when required by Bharat Heavy Electricals Limited.

I / We hereby further confirm that no tampering is done with documents submitted in support of our qualification as bidder. I / We understand that at any stage (during bidding process or while executing the awarded works) if it is found that fake / false / forged bid qualifying / supporting documents / certificates were submitted, it would lead to summarily rejection of our bid / termination of contract. BHEL shall be at liberty to initiate other appropriate actions as per the terms of the Bid / Contract and other extant policies of Bharat Heavy Electricals Limited.

Yours faithfully,

(Signature, Date & Seal of Authorized Signatory of the Bidder)

Date:

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

	Reference clause of Tender Document	Existing provision	Bidder's query	BHEL's clarification

Yours faithfully,

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

POWER OF ATTORNEY for SUBMISSION OF TENDER/SIGNING CONTRACT AGREEMENT

(To be typed on non judicial Stamp Papers of value Rs.100 and Notarised)

KNOW ALL MEN BY THESE PRESENTS, that I/We do hereby make, nominate, constitute and appoint Mr , whose signature given below herewith to be true and lawful Attorney of M/s..... hereinafter called 'Company', for submitting Tender/entering into Contract and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of Company with M/s Bharat Heavy Electricals Ltd, Power Sector _____ Region, _____, in connection with
.....
..... vide Tender Specification No : _____, dated _____.

And the Company do hereby agree to ratify and confirm all acts, deeds, things or proceedings as may be lawfully done by the said attorney and by or on behalf of the company and in the name of the company, by virtue of the powers conferred herein and the same shall be binding on the company and shall have full force and effect.

IN WITNESS WHEREOF the common seal of the company has been hereunto affixed in the manner hereinafter appearing on the document.

Dated at _____, this _____ day of _____

Director/CMD/Partner/Proprietor

Signature of Mr.....(Attorney)

Attested by: Director/CMD/Partner/Proprietor

Witness

Notary Public