

TENDER SPECIFICATION BHEL: PSSR: SCT: 1856

FOR

**Rate Contract for Photocopying Machine with
associated works like Binding, Lamination,
Scanning, Printing, etc., at BHEL PSSR,
Chennai Office Premises for Two (2) Years.**

TECHNOCOMMERCIAL BID - Consists of Book- I & Book- II

Book- I Consists of

- Notice Inviting Tender
- Volume-IA: Technical Conditions of Contract

Book-II consists of

- Volume-IB: Special conditions of Contract,
- Volume-IC: General conditions of Contract
- Volume-ID: Forms & Procedures

VOLUME –I BOOK –I



BHARAT HEAVY ELECTRICALS LIMITED

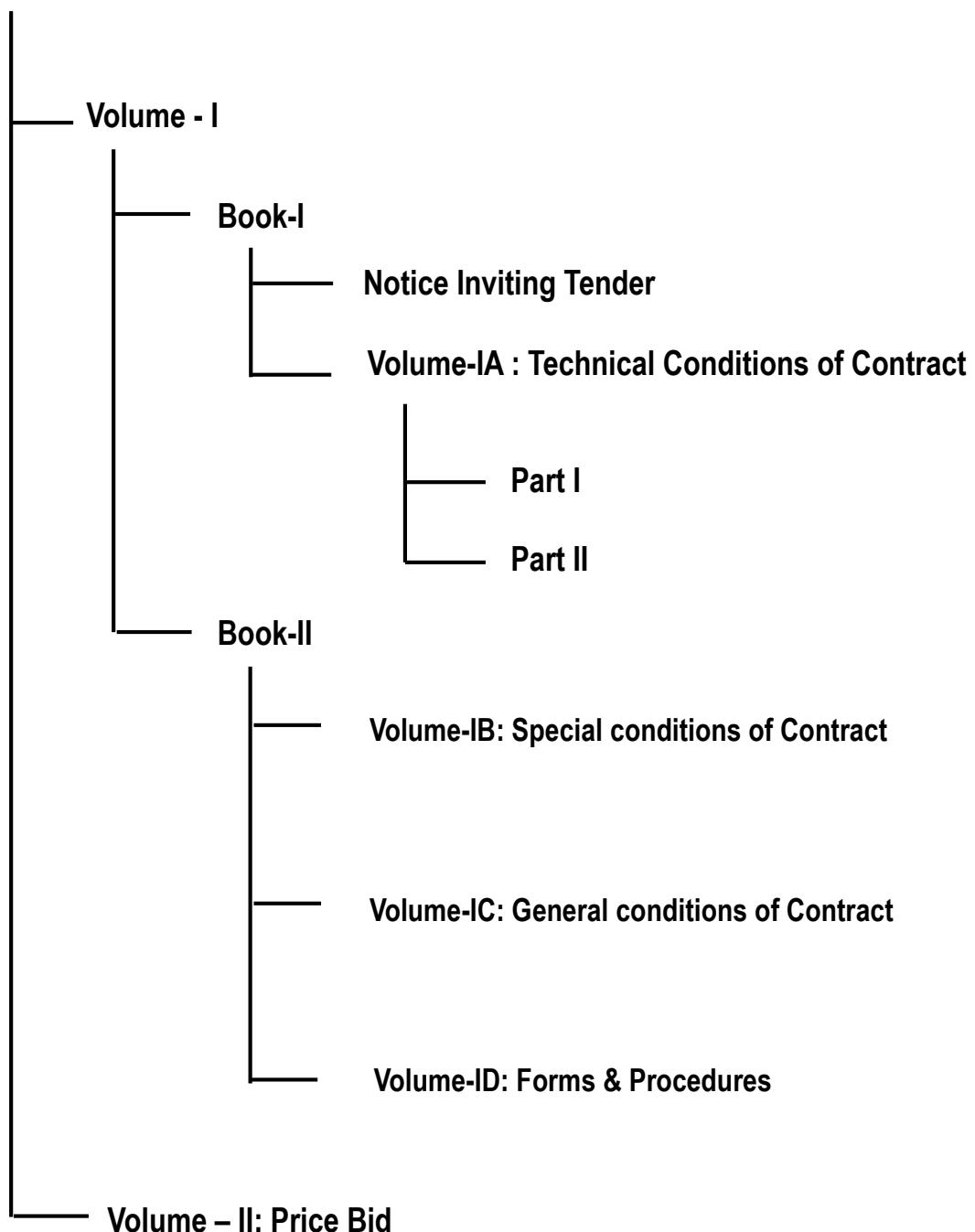
(A Government of India Undertaking)

Power Sector – Southern Region

690, Anna Salai, Nandanam, Chennai – 600 035.

TENDER SPECIFICATION CONSISTS OF

Tender Specification



NOTICE INVITING TENDER

NOTICE INVITING TENDER

Bharat Heavy Electricals Limited



Tender Specification No.: BHEL: PSSR: SCT: 1856

NOTICE INVITING TENDER

Ref: BHEL: PSSR: SCT: 1856

Date: Oct 17, 2019

NOTICE INVITING TENDER (NIT)

**Bidder shall download Tender Document from web sites
<http://www.bhel.com/> or <https://eprocure.gov.in/epublish/app>**

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: PSSR: SCT: 1856	
ii)	Broad Scope of job	Rate Contract for Photocopying Machine with associated works like Binding, Lamination, Scanning, Printing, etc., at BHEL PSSR, Chennai Office Premises for Two (2) Years	
iii)	DETAILS OF TENDER DOCUMENT		
A	Volume-IA	Technical Conditions of Contract (TCC) consisting of Scope of work, Terms and conditions, Bill of Quantities, Terms of payment, etc.,	Applicable
B	Volume-IB	Special conditions of Contract,	Applicable
C	Volume-IC	General conditions of Contract	Applicable
D	Volume-ID	Forms & Procedures	Applicable
E	Volume-II	Price Schedule (Absolute value).	Applicable

NOTICE INVITING TENDER

iv)	Issue of Tender Documents	<p>1. <u>Sale</u> Start: 18.10.2019 Close: Tender documents for bidder's reference can be downloaded from this website till due date of submission</p> <p>2. <u>From:</u> BHEL website (www.bhel.com -> Tender Notifications).</p>	Applicable
v)	Due Date & Time of Offer Submission	<p>Date: 07.11.2019, Time :15.00 Hrs Place: SUB-CONTRACT DEPARTMENT, BHEL, PSSR, 7th FLOOR, EVR PERIYAR BUILDING, 690 ANNA SALAI, NANDANAM, CHENNAI – 600035.</p>	Applicable
vi)	Opening of Tender	<p>Date: 07.11.2019, Time :15.30 Hrs Notes: (1) In case the due date of opening of tender becomes a non-working day, tenders shall be opened on next working day at the same time.</p>	Applicable
vii)	EMD Amount	<p>Rs. 40,000 /- (Rupees Forty Thousand only). - Refer Clause 1.9 of Chapter-1 Vol-1C GCC, for mode of payment of EMD. - One time EMD is not applicable for this tender.</p>	Applicable
viii)	Cost of Tender	<p>Rs. 2,000/- (Rupees Two Thousand Only) - Cost of tender shall be remitted through, Electronic Fund Transfer credited in BHEL account or Banker's cheque or Pay order or Demand draft, in favour of BHEL.</p>	Applicable
ix)	Last Date For Seeking Clarification	<p>Bidders may submit their queries at least 7 days before the due date of offer submission, addressing to undersigned & to others as per contact address as follows.</p> <p style="text-align: center;">Mr.R. Siva, Dy. Manager/SCT BHEL-PSSR 690 Anna Salai, Nandanam, Chennai-35 044-28286762/+91-9884184574 sivaramesh@bhel.in</p>	Applicable

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		<p>Ms.Asha Alex, DGM/ SCT BHEL-PSSR 690 Anna Salai, Nandanam, Chennai-35 044-28286714/+91-9444384963 ashaalex@bhel.in</p> <p>Mr.Sandipan Biswas, AGM/ Purchase &SCT BHEL-PSSR 690 Anna Salai, Nandanam, Chennai-35 044-28286757/+91-8602001217 bsandipan@bhel.in</p>	
x)	Void	-	
xi)	Void	-	
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) & https://eprocure.gov.in/epublish/app. These will not be published in the newspapers. Bidders to keep themselves updated with all such information. This also form part of tender hence the same shall be enclosed with their offer.</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 through, Electronic Fund Transfer credited in BHEL account or Banker's cheque or Pay order or Demand draft, in favour of BHEL.

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4.0 Unless specifically stated otherwise, bidder shall deposit **Earnest Money Deposit (EMD) as mentioned in Clause 1.9 of Chapter-1 Vol-1C GCC, for mode of payment of EMD** under the heading 'Modes of Deposit of EMD'. Please note that 'One Time EMD' shall not be considered. **It is to be noted that proof of remittance for EMD shall be made available at BHEL PSSR Office prior to tender opening.**

5.0 Procedure for Submission of Tenders: The Tenderer must submit his Tender to Officer inviting Tender, as detailed below:

- PART-I consisting of 'Part- I A (Techno Commercial Bid)' and 'Part – I B (EMD/ Cost of Tender' in two separate sealed and superscribed envelopes (ENVELOPE-I & ENVELOPE-II respectively)
- PART-II (Price Bid) – in sealed and superscribed envelope (ENVELOPE-III)
- One set of each document 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)**

Sl no	Description	Remarks
Part-I		
	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.	

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	<p>b. BHEL reserves the right to accept / reject the deviations without assigning any reasons, and BHEL decision is final and binding.</p> <p>(i) In case of acceptance of the deviations, appropriate loading shall be done by BHEL</p> <p>(ii) In case of unacceptable deviations, BHEL reserves the right to reject the tender.</p>	
iii.	<p>Supporting documents / annexure / schedules / drawing etc as required in line with Pre-Qualification criteria. (Technical & Financial)</p> <p>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 phone no, FAX no, etc.</p>	
iv.	All Amendments / Correspondences / Corrigenda / Clarifications / Changes / Errata etc pertinent to this NIT.	
v.	Duly filled-in annexures, formats etc as required under this Tender Specification / NIT	
vi.	Notice inviting Tender (NIT)	
vii.	Volume – I A : Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc	
viii.	Volume – I B : Special Conditions of Contract (SCC)	
ix.	Volume – I C : General Conditions of Contract (GCC)	
x.	Volume – I D : Forms & Procedures	
xi.	Volume – II (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item	
xii.	Any other details preferred by bidder with proper indexing.	
PART-I B		
	<p>ENVELOPE – II superscribed as: PART-I (EMD/COST of TENDER) TENDER NO: NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION:</p>	
i.	<p>CONTAINING THE FOLLOWING: -</p> <p>1. Earnest Money Deposit (EMD) in the form as indicated in this Tender OR Documentary evidence for 'Remittance of EMD'.</p> <p>Note: Remittance of EMD should be in line with Mode of Deposit as detailed in Clause 1.9 of Chapter-1 Vol-1C GCC.</p>	
ii.	2. Cost of Tender (Demand Draft or copy of Cash Receipt as the case may be)	

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PART-II	
PRICE BID consisting of the following shall be enclosed	
ENVELOPE-III 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 TENDER NO: NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION: Addressed to: Sub-contracts Dept., 7th floor, A-wing, BHEL PSSR, 690, Anna Salai, Nandanam, Chennai-35. Ph: 044 24330209 CONTAINING THE FOLLOWING:	
i <ul style="list-style-type: none"> ○ Envelope I ○ Envelope II ○ Envelopes III 	

SPECIAL NOTE:

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

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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 Void

10.0 Void

11.0 Bidders must visit 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.

12.0 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.

13.0 Void.

14.0 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.

15.0 Unless specifically mentioned otherwise, bidder's quoted price shall deem to be in compliance with tender.

16.0 Void.

17.0 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-1(as applicable) past performance etc. and date of opening of price bids shall be intimated to

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only such bidders. BHEL reserves the right NOT to consider offers of parties under HOLD.

- 18.0 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 authorized 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.
- 19.0 Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 20.0 BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

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).

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.**

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).

- 21.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.

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22.0 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.

23.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.

24.0 Void

25.0 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.

26.0 The bidder may have to produce original document for verification if so decided by BHEL.

27.0 The offers of the bidders who are under suspension as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site “www.bhel.com → tender notification”.

28.0 It may be noted that guidelines / rules in respect of ‘Suspension of Business dealings’ available on BHEL web site “www.bhel.com → **Supplier Registration**”, ‘Vendor evaluation format’, Quality, Safety & HSE guidelines’, etc may undergo change from time to time and the latest one shall be followed.

29.0 MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid UAM or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure -6 where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.”

30.0 The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

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

All overwriting/cutting, etc., will be numbered by bid opening officials and announced during bid opening.

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

32.1 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.

32.2 Commitment by Bidder / Supplier / Contractor:

32.2.1 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.

32.2.2 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.

32.2.3 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 price 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

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bidder / supplier / contractor as per extant guidelines of the company available on www.bhel.com and / or under applicable legal provisions.

33.0 For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/ PO/ WO against this NIT.

In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable.

34.0 Mode of Award of work

Contract for full work will be awarded to only one party. L1 will be decided on the total value of contract. In case non-MSE vendor is L1 and MSE vendors offer values are within L1 + 15%, the L1 offer value shall be counter offered to MSE Vendors in order for their offers' value. As the work cannot be split, 100 % work shall be awarded to MSE vendor accepting the counter offered L1 value of Non MSE L1 Vendor.

35.0 Order of Precedence:

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

- a. Amendments / Clarifications / Corrigenda / Errata etc. issued in respect of the tender documents by BHEL
- b. Notice Inviting Tender (NIT)
- c. Price Bid
- d. Technical Conditions of Contract (TCC)—Volume-1A
- e. Special Conditions of Contract (SCC) —Volume-1B
- f. General Conditions of Contract (GCC) —Volume-1C
- g. Forms and Procedures —Volume-1D

For and on behalf of BHARAT HEAVY ELECTRICALS LTD

Additional General Manager / SCT & Purchase

NOTICE INVITING TENDER

Enclosure

1. Annexure-1: Pre Qualifying criteria.
2. Annexure-2: Check List.
3. Annexure-3 Annexure to Pre-Qualifying Criteria.
4. Annexure-4 Tender Schedule.
5. Annexure-5 Declaration for Reverse auction.
6. Annexure-6 Certificate by Charted Accountant on letter head.
7. Other documents as per this NIT.

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ANNEXURE - 1

PRE QUALIFYING CRITERIA

JOB		Rate Contract for Photocopying Machine with associated works like Binding, Lamination, Scanning, Printing, etc., at BHEL PSSR, Chennai Office Premises for Two (2) Years.		
Tender No.		BHEL: PSSR: SCT: 1856		
			Bidders claim in respect of fulfilling the PQR Criteria	
Sl. No.	PRE QUALIFICATION CRITERIA		Name and Description of qualifying criteria	Page no of supporting document. Bidder must fill up this column as per applicability
A	Bidder should have executed similar works (similar to tendered scope) of value not less than <u>Rs. 2.9 Lakhs</u> in any one Financial year in the last seven years reckoned from the latest due date of offer submission.		Applicable	To be filled in Annexure-4
B	Submission of all documents as prescribed in the tender including "No Deviation certificate".		Applicable	
C	Price Bid Opening Note: Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria A & B		Applicable	BY BHEL
	Explanatory Notes for the PQR (unless otherwise specified in the PQR):			
	<ol style="list-style-type: none"> Completion date for achievement of the technical criteria specified in the Common QR should be in the last 7 years ending on the 'latest date of Bid Submission' of Tender irrespective of date of the start of work. The term 'Executed' in the above QR (A) means; the bidder should have achieved the criteria specified in QR even if the contract has not been completed or closed. Value of work is to be updated with indices for "All India Avg. Consumer Price index for industrial workers" and "Monthly Whole Sale Price Index for All Commodities" with base month as per last month of work execution and indexed up to three (3) months prior to the month of latest due date of bid submission. as per following formula- 			

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$$P = R + \left[\frac{0.425 \times R \times (X_N - X_0)}{X_0} \right] + \left[\frac{0.425 \times R \times (Y_N - Y_0)}{Y_0} \right]$$

Where

P = Updated value of work

R = Value of executed work

X_N = All India Avg. Consumer Price index for industrial workers for the month, three months prior to the month of latest due date of bid submission (e.g. If latest bid submission date is 03-Apr-17, then bid submission month shall be reckoned as April'17 and index for Jan'17 shall be considered).

X_0 = All India Avg. Consumer Price index for industrial workers for last month of work execution

Y_N = Monthly Whole Sale Price Index for All Commodities for the month, three months prior to the month of latest due date of bid submission (e.g. If latest bid submission date is 03-Apr-17, then bid submission month shall be reckoned as April'17 and index for Jan'17 shall be considered).

Y_0 = Monthly Whole Sale Price Index for All Commodities for last month of work execution

Note:

- (i) The bidder must provide documentary evidence such as Work Order & Completion Certificate or any other Document issued by Customer(s) for substantiating the value of work executed in PQR above.
- (ii) **Authenticity of Credentials submitted by the Bidder against 'Pre-Qualifying Criteria' shall be verified from the Issuing Authority, by BHEL. In case, any credential(s) is/are found to be unauthentic, offer of the bidder is liable to be rejected. BHEL reserves the Right to Initiate any further action as per the "Guidelines for Suspension of Business Dealings with Suppliers/Contractors" (Published in http://www.bhel.com/vender_registration/vender.php) and "Fraud Prevention Policy" (Published in <http://www.bhel.com/home.php>) as applicable.**

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ANNEXURE - 2

CHECK LIST

**NOTE: - Tenderers are required to either fill in or submit separately the following details.
No column should be left blank.**

1	Name of the Tenderer		
	Address of the Tenderer		
2	Details about type of the Firm / Company		
3a	Details of Contact person for this Tender: Name : Mr. / Ms. Designation: Telephone No/ Mobile No: E-mail ID:		
3b	Details of alternate Contact person for this Tender: Name: Mr. / Ms. Designation: Telephone No/ Mobile No: E-mail ID:		
4	EMD DETAILS <i>(Remittance of EMD should be in line with Mode of Deposit as detailed in Clause 1.9 of Chapter-1 Vol-1C GCC)</i> Cash portion of EMD – online payment/ DD/ Cheque	Mode of Remittance: Ref No: Date : Amount:	
5	Validity of Offer	To be valid for six months from due date	
		Applicability (By BHEL)	Bidder Reply
6	Whether the format for compliance with PRE QUALIFICATION CRITERIA (ANNEXURE-I & ANNEXURE-IV) is understood and filled with proper supporting documents referenced in the specified format	Applicable	Yes/ No
7	Submission of Copy of PAN Card	Applicable	Yes/ No

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8	Whether all pages of the Offer Documents are signed by the person authorized to sign this offer	Applicable	Yes/ No
9	Whether all pages of the Tender documents including annexures, appendices etc are read understood and signed	Applicable	Yes/ No
10	Submission of Declaration by Authorized Signatory	Applicable	Yes/ No
11	Submission of No Deviation Certificate	Applicable	Yes/ No
12	Submission of Declaration confirming knowledge about Site Conditions	Applicable	Yes/ No
13	Submission of Declaration for relation in BHEL	Applicable	Yes/ No
14	Submission of Non-Disclosure Certificate	Applicable	Yes/ No
15	Submission of Copy Bank Account Details for E-Payment	Applicable	Yes/ No
16	Submission of Capacity Evaluation of Bidder for current Tender	Applicable	Yes/ No
17	Submission of Power of Attorney for Submission of Tender / Signing Contract Agreement	Applicable	Yes/ No
18	Submission of Unquoted Price Bid	Applicable	Yes/ No
19	Declaration by bidder for price opening through Reverse Auction (Refer Annexure-6 of Notice Inviting Tender)	Applicable	Yes/ No
20	Copy of Organization Chart	Applicable	Yes/ No
21	Copy of Registration / Incorporation certificate, Partnership Deed (Certified by Notary Public) as applicable for firm.	Applicable	Yes/ No

NOTE:

1. STRIKE OFF 'YES' OR 'NO', AS APPLICABLE.
2. TENDER NOT ACCOMPANIED BY THE PRESCRIBED **ABOVE APPLICABLE DOCUMENTS** ARE LIABLE TO BE SUMMARILY REJECTED.
3. For Sl. No.11 to 18 above, the formats are available in "Volume ID of Volume I Book-II – Forms and Procedures" of this tender specification.

DATE:

AUTHORISED SIGNATORY

(With Name, Designation and Company seal)

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ANNEXURE - 3

Additional Format to be submitted by Bidders in an additional separate cover superscribed "Annexure to Pre-Qualifying Criteria".

Name of the Bidder: M/s.....

Sl. No.	PQR (Reproduced from Annexure – 1)	Qualifying Experience	Work order & Completion Certificate/ Any other relevant Document Ref with page no in Offer for supporting documents	Details of work Value & Period	Remarks
1	Bidder should have executed similar works (similar to tendered scope) of value not less than <u>Rs. 2.9 Lakhs</u> in any one Financial year in the last seven years reckoned from the latest due date of offer submission.				

Note: Indicate the page nos in the respective columns for the enclosed PQR supporting documents in the offer

NOTICE INVITING TENDER

ANNEXURE-4

Tender Schedule

Description	Schedule	Remarks
Technical Bid Opening	As mentioned in Notice Inviting Tender.	
Communication from BHEL for Clarifications, if any, required by BHEL	Within Three days from tender opening date	
Last date for Bidders to submit the clarifications / documents required	Within Six days from tender opening date	Bidders to note that their competent representative to be readily available in this week for offering clarifications / submitting the further documents, if any, required.
If Reverse Auction is applicable, then the tentative date for conducting Reverse Auction	Within Ten days from tender opening date	

Note:

1. Bidders to note that the above schedule should be adhered to and no further extension will be given. To adhere to the schedule indicated below, Bidders should ensure the adequacy of the documents submitted in their offer, with proper validation.

NOTICE INVITING TENDER

Annexure 5

DECLARATION BY BIDDER FOR PRICE OPENING THROUGH REVERSE AUCTION

(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 Bidder for Price opening through Reverse Auction

Ref : 1) NIT / Tender Specification No:,
2) Participation in the Reverse Auction

We have studied and understood the clauses of Reverse auction published in the tender specification.

Strike out either (1) or (2) of the following whichever is not applicable.

1. I / We, hereby declare that I / we **shall be** participating in the Reverse Auction in case BHEL opts for opening the price bid through Reverse auction.
2. I / We, hereby declare that I / we **shall not be** participating in the Reverse Auction in case BHEL opts for opening the price bid through Reverse auction.

Yours faithfully,

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

NOTICE INVITING TENDER

Annexure 6

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. _____ Lakhs

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. _____ Lakhs

(Strike off whichever is not applicable)

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

Or

The company has been graduated from its original category (Micro / Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is _____ (dd/mm/yyyy) which is within a 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 gazette notification dated 04-11-2013 by Ministry of MSME.

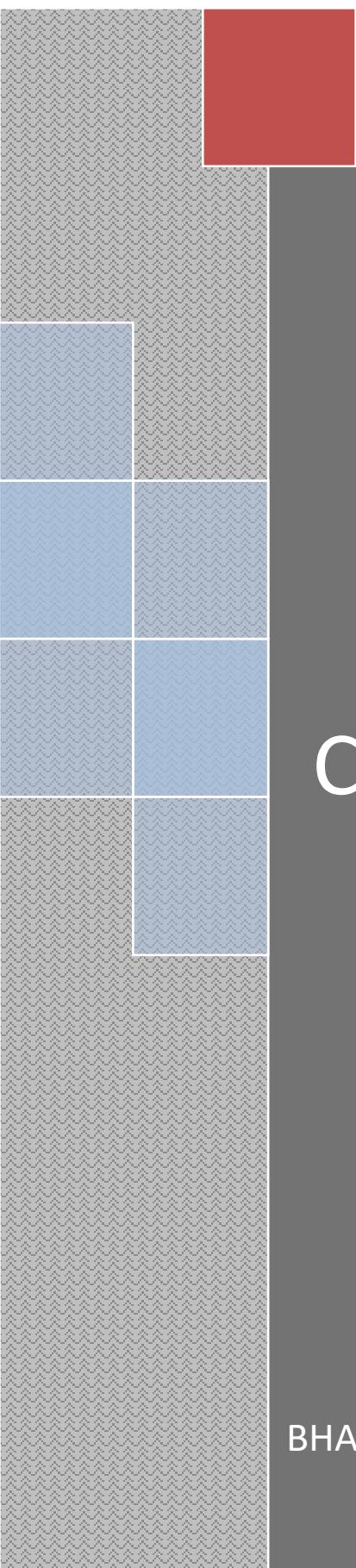
Date:

(Signature)

Name-

Membership number-

Seal of Chartered Account



VOLUME – IA

Part I & II

TECHNICAL
CONDITIONS OF
CONTRACT
(TCC)

BHARAT HEAVY ELECTRICALS LIMITED



TECHNICAL CONDITIONS OF CONTRACT

Sl no	DESCRIPTION	Chapter	No. of Pages
Vol I A	Part-I: Contract specific details		
1	Project Information	Chapter-I	1
2	Scope of works	Chapter-II	1
3	Terms and Conditions	Chapter-III	2
4	Facilities in Scope of Contractor / BHEL	Chapter-IV	1
5	T&Ps and MMEs to be deployed by Contractor	Chapter-V	1
6	T&Ps and MMEs to be deployed by BHEL on sharing basis	Chapter-VI	1
7	Contract Period	Chapter-VII	1
8	Instructions to Rate Schedule	Chapter-VIII	1
9	Terms of Payment	Chapter-IX	1
10	Taxes and Duties	Chapter-X	3
11	General	Chapter-XI	1

TECHNICAL CONDITIONS OF CONTRACT

VOLUME - IA PART – I CHAPTER – I

1.1. PROJECT INFORMATION

Present Location of work:

**Bharat Heavy Electricals Limited (BHEL) – Power Sector Southern Region (PSSR) Office Premises,
EVR PERIYAR BUILDING, 690, ANNA SALAI, NANDANAM,
CHENNAI – 600035**

Note: The bidder shall continue with the same contract at the same rate & terms and conditions, even if there is any change in BHEL Office Location within Chennai.

TECHNICAL CONDITIONS OF CONTRACT

VOLUME-IA PART-I CHAPTER – II **SCOPE OF WORKS**

The scope of the work will comprise of but not limited to the following:

(All the works mentioned hereunder shall be carried out within the accepted rate unless otherwise specified.)

1.2. SCOPE OF WORK IN GENERAL:

1.2.1. The scope of works shall include providing Bulk Photocopier Services along with associated works like Binding, Lamination of certificates, Color and Black & White Printing, scanning etc. at our office premises as per the detailed specification as follows,

- Photocopy of A4 and A3 Size papers
- Black and White Printing of A4 and A3 Size pages
- Color Printing of A4 and A3 Size pages
- Spiral Binding of A4 Size pages
- Strip Binding of A4 Size pages
- Hard Binding of A4 Size pages
- Typing Works.
- Scanning of A4 and A3 Size pages
- Lamination of A4 and A3 Size pages

The bidder may refer the Price Bid for further details.

Bidder to also visit the project site for further details and clarifications, if any.

TECHNICAL CONDITIONS OF CONTRACT

VOLUME-IA PART-I CHAPTER – III

1.3. TERMS AND CONDITIONS

- 1.3.1. The bidder shall provide one number of Photocopier Machine to meet the job requirement, as specified in Bill of Quantity.
- 1.3.2. The Technical Specification of the Photocopier machine shall be as follows.
 - Good working condition machine is to be supplied. Any breakdown has to be immediately attended without hampering work. Meanwhile vendor has to make arrangement such that services are uninterrupted. Breakdown for more than one day per month will not be permitted.
 - Model: Heavy Duty +RADF+ ADU
 - RADF Facility: With 100 sheets originals, Capable of Scanning both sides of the original automatically
 - Copying Speed: Minimum 30 CPM for A4 size
 - ADU: Automatic Duplex Unit for Duplex copying and printing
 - Paper Size: A5, A4, A3, Legal etc.
 - Paper Input Capacity: 500 Sheets X 2 cassette, minimum 50 Sheets bypass tray
 - No of copies handled: Approx. 40000 copies per month
 - Zoom Capacity: 25% to 400% in step of 1%
 - Trolley Stand required (Built in or Separate)
- 1.3.3. The bidder shall solely be responsible for the day to day maintenance/repair at his own cost to provide uninterrupted service and to provide quality photocopying where no scratch or unwanted ink impression appears on the photocopy paper. BHEL will not pay any extra charges for repair/maintenance of the machines. The contractor has to maintain sufficient spares so that there is only minimum breakdown and the work is not affected.
- 1.3.4. All the materials and consumables required for the works like Paper, OHP film, Binding Materials, Toner etc. are to be supplied by the bidder within their quoted price. No extra claim for supply of materials will be entertained.
- 1.3.5. Paper used for Photocopying work must be with minimum 75 GSM thickness and be a ISO9001/ 14001 certified brand of paper.
- 1.3.6. The toner used for photocopying/ printing works should be of reputed brand.
- 1.3.7. The bidder must provide one number of operator to execute the aforesaid job.

TECHNICAL CONDITIONS OF CONTRACT

- 1.3.8. The contractor should comply with Minimum Wages and all other applicable statutory requirements as stipulated by State/Central Government rules & regulations.
- 1.3.9. The working time shall be between 0930 Hrs to 1800 Hrs on all working days of BHEL PSSR Chennai Office. Present office address: 690, Periyar EVR Building, Anna Salai, Nandanam, Chennai. The bidder shall continue with the same contract at the same rate & terms and conditions, even if there is any change in BHEL Office Location within Chennai. In case of exigencies of work, photocopy services may have to be provided even after office hours/on holidays for which no extra charges will be payable to the bidder by BHEL.
- 1.3.10. Insurance of the Contractor's equipment and manpower engaged shall be in contractor's scope.

TECHNICAL CONDITIONS OF CONTRACT

VOLUME IA PART – I CHAPTER – IV

1.4. FACILITIES IN THE SCOPE OF CONTRACTOR / BHEL

- 1.4.1. Necessary Office Space for carrying out the work specified under the scope of this tender shall be provided free of hire charges by BHEL.
- 1.4.2. Power supply for the said work shall be provided free of charges by BHEL. Further extensions, if required, has to be done by the bidder.
- 1.4.3. Residential Accommodation: BHEL shall not provide to the contractor any residential accommodation to any of his staff and labour and the contractor has to make his own arrangements at his cost.

TECHNICAL CONDITIONS OF CONTRACT

VOLUME-IA PART-I CHAPTER – V

1.5. T&PS and MMEs TO BE DEPLOYED BY CONTRACTOR

- 1.5.1. Contractor shall provide to his employees all tools, tackles and equipments and maintain the same to carry out the job under the contract at his cost.

TECHNICAL CONDITIONS OF CONTRACT

VOLUME-IA PART-I CHAPTER - VI

1.6. T&Ps AND MMEs TO BE DEPLOYED BY BHEL ON SHARING BASIS

1.6.1. No Tools & Plants (T & Ps), MMEs shall be supplied by BHEL

TECHNICAL CONDITIONS OF CONTRACT

VOLUME-IA PART-I CHAPTER - VII

1.7. CONTRACT PERIOD

- 1.7.1. The contract period shall be for 02 (Two) Years from the date of commencement of work.
- 1.7.2. The commencement of work shall be within 15 days from date of LOI.

TECHNICAL CONDITIONS OF CONTRACT

VOLUME-IA PART-I CHAPTER – VIII

1.8. INSTRUCTIONS TO RATE SCHEDULE

- 1.8.1. The bidder shall quote total price for the quantum of work indicated in Rate Schedule. The Unit Rates of each item in the BOQ will be derived based on percentages allocated by BHEL.
- 1.8.2. The quoted price shall cover all the works as detailed in the scope of works including arranging machinery, operators, consumables, maintenance etc. No separate payment will be applicable for any of these.
- 1.8.3. The Total Amount quoted should be exclusive of applicable GST & Cess and inclusive of any other taxes & duties levied both by Central and State Government Authorities. Such levies should be borne by the Contractor. Also refer Vol-1A Part I Chapter X – ‘Taxes and other Duties’ for further details.
- 1.8.4. **For back to back Photocopying/ Printing (i.e, done on both sides of paper), the applicable rate shall be 1.5 times the rate of single side Photocopying/ Printing respectively.**

TECHNICAL CONDITIONS OF CONTRACT

VOLUME-IA PART-I CHAPTER - IX **TERMS OF PAYMENT**

1.9. Terms of payment:

- 1.9.1. This will be an item rate contract and payment will be made for actual quantum of work executed at the Unit Rate that is derived from the Total Amount quoted/ accepted by BHEL.
- 1.9.2. Interim Payments
100% payment against production of bill and supporting documents duly certified by BHEL authorities, on monthly basis.
The payment will normally be released within 30 days of submission of monthly bill complete in all respects with all documents. (in line with Clause 3.3 of SCC)
- 1.9.3. PVC, ORC, Secured Advance & Advance for Mobilization are not applicable for this tender.
- 1.9.4. Also refer to clause Security Deposit in GCC/ SCC.

TECHNICAL CONDITIONS OF CONTRACT

VOLUME-IA PART-I CHAPTER - X

TAXES AND OTHER DUTIES

1.10. TAXES AND OTHER DUTIES

1.10.1. Goods and service Tax (GST) & Cess

1.10.2. In case of Bidder Registered under GST

1.10.2.1. The successful bidder shall furnish proof of GST registration with GSTN Portal, covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by the successful bidder on BHEL for this project/ work.

1.10.2.2. Contractor's price/rates shall be exclusive of GST & Cess (if applicable) (herein after termed as GST). Contractor shall submit to BHEL the GST compliant tax invoice/debit note/revised tax invoice on the basis of which BHEL will claim the input tax credit in its return.

1.10.2.3. The bidder shall furnish the details w.r.t applicable SAC and the GST rate for the service during the offer submission.

1.10.2.4. Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules wherein the 'Bill To' and "Place of Supply" details will be as below:

BHEL GSTN - 33AAACB4146P2ZL

NAME - BHARAT HEAVY ELECTRICALS LIMITED

ADDRESS - EVR PERIYAR BUILDING, 690, ANNA SALAI, NANDANAM,
CHENNAI – 600035.

1.10.2.5. GST charged in the tax invoice/debit note/revised tax invoice by the contractor shall be released separately to the contractor only after contractor files the outward supply details in GSTR-1 on GSTN portal and input tax credit of such invoice is matched with corresponding details of outward supply of the contractor and has paid the GST at the time of filing the monthly return.

1.10.2.6. In case BHEL has to incur any liability (like interest / penalty etc.) due to denial/reversal / delay of input tax credit in respect of the invoice submitted by the contractor, for the reasons attributable to the contractor, the same shall be recovered from the contractor.

1.10.2.7. Further, in case BHEL is deprived of the Input tax credit due to any reason attributable to contractor, the same shall not be paid or Recovered if already paid to the contractor along with the applicable interest

TECHNICAL CONDITIONS OF CONTRACT

- 1.10.2.8. Tax invoice/debit Note/revised tax invoice shall contain all such particulars as prescribed in GST law and comply to the timelines for issue of the same. Invoices shall be submitted on time to the concerned BHEL Engineer In Charge.
- 1.10.2.9. TDS under GST (if/ as & when applicable) shall be deducted at prevailing rates on gross invoice value from the running bills.
- 1.10.2.10. E-way bills / Transit passes / Road Permits, if required for materials / T&P etc., bought into the project site is to be arranged by the Contractor only.
- 1.10.2.11. BHEL shall not reimburse any amounts towards any interest / penalty etc., incurred by contractor. Any additional claim at a later date due to issues such as wrong rates / wrong classification by contractor shall not be paid by BHEL.

1.10.3. In case of Unregistered Bidder

- 1.10.3.1. In case, bidder is not required to register under Goods and service Tax (GST) & Cess, the same is to be specified in the offer submitted.
- 1.10.3.2. Successful bidder to furnish a Self-declaration that registration under GST is not required or not applicable as per the provisions of GST Law
- 1.10.3.3. TDS under GST (if/ as & when applicable) shall be deducted at prevailing rates on gross invoice value from the running bills.
- 1.10.3.4. In case BHEL has to incur any liability (like interest / penalty etc.) due to noncompliance of GST law in respect of the invoice submitted by the contractor, for the reasons attributable to the contractor, the same shall be recovered from the contractor.
- 1.10.3.5. E-way bills / Transit passes / Road Permits, if required for materials / T&P etc., bought into the project site is to be arranged by the Contractor only.
- 1.10.3.6. In case successful bidder subsequently gets himself registered under GST law on post award of contract, the same need to be intimated and all the clauses applicable for Registered bidder need to be followed.

1.10.4. All taxes and duty other than GST & Cess

- 1.10.4.1. The contractor shall pay all (except the specific exclusion viz GST & Cess) taxes, fees, license charges, deposits, duties, tools, royalty, commissions, Stamp Duties, or other charges / levies, which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract and the same shall not be reimbursed by BHEL. In case BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit.

TECHNICAL CONDITIONS OF CONTRACT

1.10.5. Statutory Variations

1.10.5.1. Statutory variations are applicable under the GST Acts, against production of proof. The changes implemented by the Central / State Government during the tenure of the contract viz. increase / decrease in the rate of taxes, applicability, etc. and its impact on upward revision / downward revision are to be suitably paid/ adjusted from the date of respective variation. The bidder shall give the benefit of downward revision in favour of BHEL. No other variations shall be allowed during the tenure of the contract.

1.10.6. New Taxes/Levies

1.10.6.1. In case Government imposes any new levy / tax after submission of bid during the tenure of the contract, BHEL shall reimburse the same at actual on submission of documentary proof of payment subject to the satisfaction of BHEL that such new levy / tax is applicable to this contract.

1.10.7. Direct Tax

1.10.7.1. BHEL shall not be liable towards Income Tax of whatever nature including variations thereof arising out of this contract as well as tax liability of the bidder and their personnel. Deduction of tax at source at the prevailing rates shall be effected by BHEL before release of payment as a statutory obligation, unless exemption certificate is produced by the bidder. TDS certificate will be issued by BHEL as per the provisions of Income Tax Act.

TECHNICAL CONDITIONS OF CONTRACT

VOLUME-IA PART-I CHAPTER -XI

1.11. GENERAL

- 1.11.1. The successful bidder shall furnish the following at PSSR-HQ, Chennai immediately after release of Letter of Intent (LOI)
 - I. Security Deposit and Additional Security Deposit (if any).
 - II. Unqualified Acceptance to LOI, and after issue of DLOI
 - III. Unqualified Acceptance to DLOI.
 - IV. Rs.100/- Stamp Paper for preparation of Contract Agreement

- 1.11.2. RECOVERY OF COMPENSATION PAID TO VICTIM(S) BY BHEL IN CASES OF DEATH/ PERMANENT INCAPACITATION OF PERSON DUE TO AN ACCIDENT DURING THE WORKS

BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.
 1. Victim: Any person who suffers permanent disablement or dies in an accident as defined below.
 2. Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing / operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works /during working at BHEL Units/ Offices/ townships and premises/ Project Sites.
 3. Compensation in respect of each of the victims:
 - (i) In the event of death or permanent disability resulting from Loss of both limbs: Rs. 10,00,000/- (Rs. Ten Lakh)
 - (ii) In the event of other permanent disability: Rs. 7,00,000/- (Rs. Seven Lakh)
 4. Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2 (I) of the Employee's Compensation Act, 1923.