

# **TENDER SPECIFICATION BHEL: PSSR: SCT: 1913**

**FOR**

**Dismantling, packing, transporting,  
unpacking of Office documents from BHEL  
PSSR Nandanam to BHEL PSSR New office at  
Tek Towers, Chennai and Warehouse at HLL  
Bhavan, Chennai**

## **VOLUME –I TECHNO-COMMERCIAL BID**

**VOLUME –I TECHNO-COMMERCIAL BID Consists of:**

- Notice Inviting Tender
- Volume IA - Conditions of Contract
- Volume IB - Forms



**BHARAT HEAVY ELECTRICALS LIMITED**

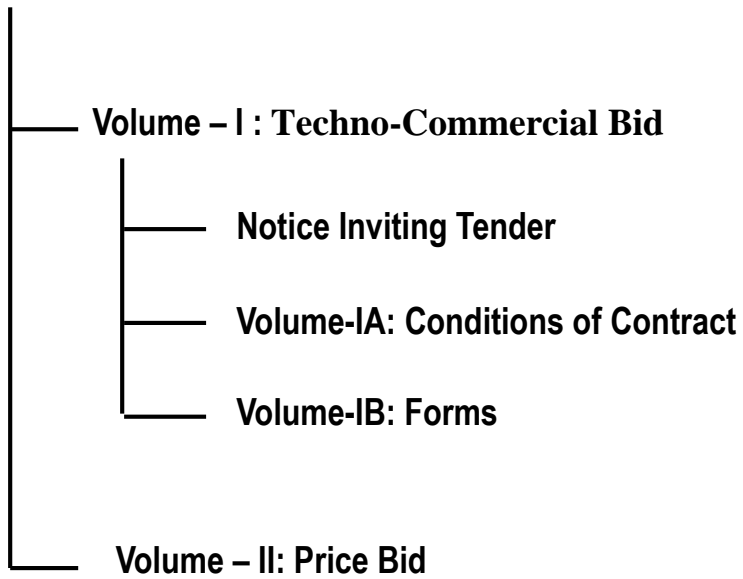
(A Government of India Undertaking)

Power Sector – Southern Region

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

# **TENDER SPECIFICATION CONSISTS OF**

## **Tender Specification**





# NOTICE INVITING TENDER

Bharat Heavy Electricals Limited



# NOTICE INVITING TENDER

Ref: BHEL: PSSR: SCT: 1913

Date: 13.08.2020

## **NOTICE INVITING TENDER (NIT)**

**Submission only through E-Procurement Portal**

**<https://bhel.abcprocure.com>**

**Note: Bidder may download Tender Document from websites**

### **Sub: NOTICE INVITING TENDER (For Limited Tender)**

Online Sealed offers in two part bid system (National competitive bidding (NCB)) are invited **from following bidders through E-Procurement Portal <https://bhel.abcprocure.com>** only, for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document.

- |   |   |
|---|---|
| 1. Bridge & Roof Co(I) Ltd.               | 15. Bhavani Erectors Pvt Ltd              |
| 2. Texcel Engineers Pvt. Ltd              | 16. Y Sahitya                             |
| 3. Dowel Erectors Pvt Ltd.                | 17. Indwell Constructions Pvt Ltd         |
| 4. Edac Engineering Ltd                   | 18. Durga Crane Services                  |
| 5. Power Mech Projects Ltd.               | 19. ABC Engineering Works                 |
| 6. Engenius Erectors Pvt. Ltd.            | 20. JH Parabia Transport Pvt Ltd          |
| 7. Brothers Engineering and Erectors Ltd. | 21. Durga Transport                       |
| 8. Jyoti Turbo Power Services Pvt. Ltd.   | 22. K Seshagiri and Co                    |
| 9. Vinayaka Erectos                       | 23. Tata Basava Sankara Rao               |
| 10. SV Infratech Engineers Pvt Ltd        | 24. Vansun Erectors Pvt Ltd               |
| 11. Arun Construction                     | 25. Tarachand Logistics Solutions Pvt Ltd |
| 12. Akash Engineering Services            | 26. Ganatra Heavy Lifters                 |
| 13. Golden Edge Engineering Pvt Ltd       | 27. Santosh Infra Power Pvt Ltd           |
| 14. Prathab Enterprises                   |   |

Following points relevant to the tender may please be noted and complied with.

### **1.0 Salient Features of NIT**

Sl. No	ISSUE	DESCRIPTION
i)	<b>TENDER NUMBER</b>	<b>BHEL: PSSR: SCT: 1913</b>
ii)	<b>Broad Scope of job</b>	Dismantling, packing, transporting, unpacking of Office documents from BHEL PSSR Nandanam to BHEL PSSR New office at Tek Towers, Chennai and Warehouse at HLL Bhavan, Chennai
iii)	<b>DETAILS OF TENDER DOCUMENT</b>	

## NOTICE INVITING TENDER

A	Volume-IA	Conditions of Contract consisting of Scope of work, Specification, Procedures, Bill of Quantities, Terms of payment, etc.	Applicable
B	Volume-IB	Forms	Applicable
C	Volume-II	Price Bid	Applicable
iv)	Issue of Tender Documents	<p><b>1. This is an E-tender floated online through our E-Procurement Portal</b>  <a href="https://bhel.abcpocure.com">https://bhel.abcpocure.com</a></p> <p><b>2. Sale</b>  <b>Start: 14.08.2020; Time: 0900 Hrs</b>  <b>Close:</b> Tender documents can be downloaded till closing time for offer submission.</p> <p><b>3. From:</b> BHEL website (www.bhel.com -&gt; Tender Notifications). Tender documents for bidder's reference can be downloaded from this website till due date of submission.</p>	Applicable
v)	Due Date & Time of Offer Submission	<p><b>Date:18.08.2020, Time :1500 Hrs</b>  The bidder should submit their offer online in e-Procurement portal at <a href="https://bhel.abcpocure.com">https://bhel.abcpocure.com</a>.</p> <p><b><u>Bidders are requested to upload their offer well in advance in order to avoid last minute congestion at this website.</u></b></p> <p><b>Hard copy bid or bids through E-mail / fax shall not be accepted.</b></p>	Applicable
vi)	Opening of Tender	<p><b>Date: 18.08.2020, Time :1530 Hrs</b>  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.  (2) Bidder may record their presence online, during tender opening. However, this being an e-tender it shall be opened online.</p>	Applicable
vii)	EMD Amount	- EMD is not applicable for this tender.	Not Applicable
viii)	Cost of Tender	- Cost of Tender is not applicable for this tender.	Not Applicable
ix)	Last Date For Seeking Clarification	Bidders may submit their queries in <a href="https://bhel.abcpocure.com">https://bhel.abcpocure.com</a> before the scheduled date of pre-bid meeting along with soft version also,	Applicable

## NOTICE INVITING TENDER

		addressing to undersigned & to others as per contact address provided.	
x)	Schedule of Pre Bid Discussion (PBD)	Date: <b>17.08.2020</b> Time <b>10.00AM</b> at BHEL:PSSR:Chennai-35	Applicable
xi)	Integrity Pact & Details of Independent External Monitor (IEM)	<p>a. Integrity Pact (IP) is a tool to ensure that activities and transactions between the company and its Bidders / Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL.:</p> <ol style="list-style-type: none"> <li>1. -</li> <li>2. -</li> </ol> <p>b. The IP as per format given at Volume IA Part II of this tender is to be submitted (duly signed by the authorized signatory) along with Techno Commercial Bid (Part-1, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this pact would be a preliminary qualification.</p> <p>c. Please refer section- 8 of the IP (refer the format given at Volume IA Part II of this tender) for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEMs. All correspondence with the IEMs shall be done through E-mail only.</p> <p>Note: No routine correspondence shall be addressed to the IEM (Phone / Post / E mail) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification / issues shall be addressed directly to the tender issuing department's officials whose contact details are provided below:</p>	<b>Not Applicable</b>
	Contact Details	<p>For all clarifications /issues related to the tender, please contact:</p> <ol style="list-style-type: none"> <li>1. Mr.T.K.Eashwar, Sr.Engineer/SCT</li> </ol>	

## NOTICE INVITING TENDER

		<p>BHEL-PSSR 690 Anna Salai, Nandanam, Chennai-35 044-28286762 / 9444119225 <a href="mailto:tkeashwar@bhel.in">tkeashwar@bhel.in</a></p> <p>2. Ms. Asha Alex, SDGM/ SCT BHEL-PSSR 690 Anna Salai, Nandanam, Chennai-35 044-28286714/044-24330209 <a href="mailto:ashaalex@bhel.in">ashaalex@bhel.in</a></p> <p>3. Mr. E.Venkataramanan, GM/ SCT, Purchase &amp; Debtor BHEL-PSSR 690 Anna Salai, Nandanam, Chennai-35 044-28286878/044-24348943 <a href="mailto:ev@bhel.in">ev@bhel.in</a></p>	
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 (<a href="http://www.bhel.com">www.bhel.com</a> → Tender Notifications), CPP Portal (<a href="https://eprocure.gov.in">https://eprocure.gov.in</a>) &amp; portal <a href="https://bhel.abcprocure.com">https://bhel.abcprocure.com</a>. 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** - Void -

**4.0** - Void -

**5.0** **Procedure for Submission of Tenders:** This is an E-tender floated online through our E-Procurement portal <https://bhel.abcprocure.com>. The bidder should respond by submitting their offer online only in our e-Procurement portal at

# NOTICE INVITING TENDER

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<https://bhel.abcprocure.com> . Hard copy bid or bids through email/ fax shall not be accepted.

## **I. Pre-requisite for Offer Submission: -**

**Digital Certificate:** To participate in an e-Tender, you need to have a Class-II/III Digital Signature Certificate (DSC) for Signing & Encryption (Required both digital signature certificate: Signing & Encryption) of bids issued by any of the valid Certifying Authorities (approved by Controller of Certifying Authorities) in India. Valid Digital Signature Certificate (DSC) must be installed in a computer system from where you want to access the website.

### **MINIMUM REQUIREMENT: (Mandatory)**

- Computer with good Internet Connection.
- Operating System should be Windows Vista / Windows 7 and above.
- Web Browsers: Internet Explorer 9.0 (32-bit Browser only) & above.
- System Access with Administrator Rights.

**At first time login, to verify and approve your login profile & DSC, you are requested to contact e-Procurement Service Provider.**

**Also please Refer “Bidder Manual for BHEL Bidders” and “Minimum System Requirements and Settings Document for BHEL user & Bidders” available at <https://bhel.abcprocure.com> .**

## **II. Digital Signing of e-Tender**

Tenders shall be uploaded with all relevant documents in PDF/zip format. The relevant tender documents should be uploaded by an authorized person having Class-II/III Digital Signature Certificate (DSC) for Signing & Encryption.

### **i) The Requirement:**

- a. A PC with Internet connectivity &
- b. DSC (Digital Signature Certificate) Class-II/III Digital Signature Certificate (DSC) for Signing & Encryption)

**Vendors are also requested to go through bidder manual available on <https://bhel.abcprocure.com>**

## **III. E-procurement service Provider:-**

### **Address:**

e-Procurement Technologies Limited (abcProcure),

Head Office: B-704/705, Wall Street - II, Opp. Orient Club,

Nr. Gujarat College, Ellis Bridge, Ahmedabad - 380 006, Gujarat (India)



# NOTICE INVITING TENDER

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Timing:

Indian Standard Time (+5:30 GMT): 10:00 AM - 07:00 PM (Monday to Friday)

Indian Standard Time (+5:30 GMT): 10:00 AM - 04:00 PM (Saturday)

The contact details of the service provider are given below:

**Contact: +91-79-68136819/809/862/867/823/872/842**

**E-Mail: Bhel.Support@abcProcure.com**

Further contact details can be obtained by visiting the following webpage:

<https://bhel.abcprocure.com/EPROC/contactus>

## **IV. Documents Comprising the e-Tender**

The tender shall be submitted online as mentioned below:

### **i) Technical Tender (UN priced Tender)**

Bidders shall furnish the following information along with technical tender (preferably in pdf format):

- i). All details & documents (eg. Eligibility Criteria requested, Technical Conditions of Contract) should be attached in e-tendering module (**As detailed in Clause 6.0 below**), failing which the tender stands invalid & may be REJECTED.

### **ii) Price Bid:**

- a. Prices are to be quoted as per the Price Bid Form available on e-tender portal.
- b. The price should be quoted for the accounting unit indicated in the e-tender document.
- c. The item description, Quantity and Unit of measurement, as mentioned in Price bid uploaded by BHEL and subsequent revisions issued by BHEL, shall be binding on the bidder.

#### **Note:**

- i). It is the responsibility of tenderer to go through the Tender document to ensure furnishing all required documents in addition to above, if any. Any deviation would result in REJECTION of tender and would not be considered at a later stage at any cost by BHEL.
- ii). A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
- iii). A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

## NOTICE INVITING TENDER

- iv). In case offer is sent through hard copy/fax/telex/cable/electronically in place of e-tender, same shall not be considered.

### V. DO NOT'S

Bidders are requested NOT to submit the hard copy of the Bid. In case offer is sent through hard copy/fax/telex/cable/electronically in place of e-tender, the same shall not be considered.

**Vendors are also requested to go through bidder manual available on <https://bhel.abcprocure.com>**

### 6.0 DOCUMENTS TO BE UPLOADED & MODALITY OF UPLOADING in E-PROCUREMENT PORTAL <https://bhel.abcprocure.com> SHALL BE AS DETAILED BELOW

SI No	Description	Remarks
	<b>Techno-Commercial Bid CONTAINING THE FOLLOWING:-</b>	
i.	Covering letter / Offer forwarding letter of Tenderer.	Refer "Bidder Manual for BHEL Bidders" available at <a href="https://bhel.abcprocure.com">https://bhel.abcprocure.com</a>
ii.	Duly filled-in 'No Deviation Certificate' as per prescribed format to be placed after document under sl no (i) above. <b>Note:</b> 1. 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 attached along with document under sl no (i) above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained.	Refer "Bidder Manual for BHEL Bidders" available at <a href="https://bhel.abcprocure.com">https://bhel.abcprocure.com</a>

## NOTICE INVITING TENDER

	<p>2. 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.	All Amendments / Correspondences / Corrigenda / Clarifications / Changes / Errata etc pertinent to this NIT.	Refer "Bidder Manual for BHEL Bidders" available at <a href="https://bhel.abcprocure.com">https://bhel.abcprocure.com</a>
iv.	Duly filled-in annexures, formats etc as required under this Tender Specification / NIT	Refer "Bidder Manual for BHEL Bidders" available at <a href="https://bhel.abcprocure.com">https://bhel.abcprocure.com</a>
v.	Notice inviting Tender (NIT)	Refer "Bidder Manual for BHEL Bidders" available at <a href="https://bhel.abcprocure.com">https://bhel.abcprocure.com</a>
vi.	Volume – I A : Conditions of Contract consisting of Scope of work, Procedures, Bill of Quantities, Terms of payment, etc	<a href="https://bhel.abcprocure.com">https://bhel.abcprocure.com</a>
vii.	Volume – I B : Forms	Refer "Bidder Manual for BHEL Bidders" available at <a href="https://bhel.abcprocure.com">https://bhel.abcprocure.com</a>
viii.	Volume – II (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item	Refer "Bidder Manual for BHEL Bidders" available at <a href="https://bhel.abcprocure.com">https://bhel.abcprocure.com</a>
ix.	Any other details preferred by bidder with proper indexing.	Refer "Bidder Manual for BHEL Bidders" available at <a href="https://bhel.abcprocure.com">https://bhel.abcprocure.com</a>

### **Caution to Bidders: -**

The duly signed & stamped copies of Volume – 1 are to be attached as a part of your offer, under the form Techno-commercial Bid. Also for any further queries, please refer "Bidder Manual for BHEL Bidders" available at <https://bhel.abcprocure.com>

	<b>PRICE BID</b> consisting of the following shall be as mentioned below	
i	<b>Price/ Total Amount corresponding to the total works as specified in Term &amp; conditions of this booklet &amp; as available in "Volume II – PRICE BID (shall be quoted in the Price Bid Form available in e-Procurement portal.</b>	Refer "Bidder Manual for BHEL Bidders" available at

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<b>Bidders to note that total amount quoted by the bidder in Price Bid - “Bidding Forms” of e-Procurement Portal shall be considered for evaluation of offer.</b>	<a href="https://bhel.abcpocure.com">https://bhel.abcpocure.com</a>
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## **SPECIAL NOTE:**

- i. All documents / annexures submitted with the **offer shall be properly attached / entered / uploaded in the respective sections**. 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.**
- 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.
- 9.0** - VOID -
- 10.0** – VOID -
- 11.0** 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.
- 12.0** For any clarification on the tender document, the bidder may seek the same in clarification provision available in procurement portal <https://bhel.abcpocure.com> or 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** BHEL may decide holding 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.

## NOTICE INVITING TENDER

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- 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 including PBD.
- 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 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 **One month** from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 20.0** – VOID -
- 21.0** On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 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** Void
- 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](http://www.bhel.com) → tender notification".
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## NOTICE INVITING TENDER

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- 28.0** It may be noted that guidelines / rules in respect of 'Suspension of Business dealings' available on BHEL web site "[www.bhel.com](http://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** 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** 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.
- 31.0** Integrity commitment, performance of the contract and punitive action thereof:
- 31.1 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.
- 31.2 Commitment by Bidder / Supplier / Contractor:
- 31.2.1 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, 1913 or any other law in force in India.
- 31.2.2 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.
- 31.2.3 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

## NOTICE INVITING TENDER

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provision of the Indian Penal Code, 1913 or any other law in force in India, then, action may be taken against such bidder / supplier / contractor as per extant guidelines of the company available on [www.bhel.com](http://www.bhel.com) and / or under applicable legal provisions.

- 32.0** For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local supplier/Non-local supplier and purchase preference Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent Orders issued by the Nodal Ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT but before opening of Part-II bids against this NIT.
- 33.0** In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/ draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.
- 34.0 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. Conditions of Contract —Volume-1A

For and on behalf of BHARAT HEAVY ELECTRICALS LTD

General Manager / SCT , Purchase & Debtor

### **Enclosure**

1. Annexure-1: Pre Qualifying criteria.
2. Annexure-2: Check List.
3. Annexure-3 Tender Schedule.



# NOTICE INVITING TENDER

## ANNEXURE – 1

### PRE QUALIFYING CRITERIA

<b>JOB</b>	Dismantling, packing, transporting, unpacking of Office documents from BHEL PSSR Nandanam to BHEL PSSR New office at Tek Towers, Chennai and Warehouse at HLL Bhavan, Chennai		
<b>Tender No.</b>	<b>BHEL: PSSR: SCT: 1913</b>		
<b>Sl. No.</b>	<b>PRE QUALIFICATION CRITERIA</b>	<b>Bidders claim in respect of fulfilling the PQR Criteria</b>	
		<b>Name and Description of qualifying criteria</b>	<b>Page no of supporting document. Bidder must fill up this column as per applicability</b>
<b>A</b>	<b>Submission of Integrity Pact duly signed (if applicable)</b> <b>(Note:</b> To be submitted by Prime Bidder & Consortium / Technical Tie up partner jointly in case Consortium bidding is permitted, otherwise by the sole bidder)	Not Applicable	
<b>B</b>	<b>Submission of all documents as prescribed in the Tender including “No Deviation Certificate”</b>	Applicable	
<b>C</b>	<b>Price Bid Opening</b> <b>Note:</b> Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria B	Applicable	BY BHEL

Note:

- (i) BIDDER SHALL SUBMIT DOCUMENTS AS MENTIONED IN ANNEXURE-2 of NIT, DULY FILLED-IN IN THEIR OFFER.



# NOTICE INVITING TENDER

**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	Not Applicable	
5	Validity of Offer	To be valid for One month from due date	
		<b>Applicability (By BHEL)</b>	<b>Bidder Reply</b>
7	Whether all pages of the Offer Documents are signed by the person authorized to sign this offer	Applicable	Yes/ No
8	Whether all pages of the Tender documents including annexures, appendices etc are read understood and signed	Applicable	Yes/ No
9	Submission of Declaration by Authorized Signatory	Applicable	Yes/ No
10	Submission of No Deviation Certificate	Applicable	Yes/ No
11	Submission of Declaration for relation in BHEL	Applicable	Yes/ No
12	Submission of Non-Disclosure Certificate	Applicable	Yes/ No
13	Submission of Copy Bank Account Details for E-Payment	Applicable	Yes/ No
14	Submission of Power of Attorney for Submission of Tender / Signing Contract Agreement	Applicable	Yes/ No
15	Submission of Unquoted Price Bid	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. The formats for Sl. No.9 to 14 in above table are available in "Volume-IB, Forms" of this tender specification.

**DATE:**

**AUTHORISED SIGNATORY**

(With Name, Designation and Company seal)

**Tender Specification No.: BHEL: PSSR: SCT: 1913**

### **Tender Schedule**

<b>Description</b>	<b>Schedule</b>	<b>Remarks</b>
Technical Bid Opening	As mentioned in Notice Inviting Tender.	
Communication from BHEL for Clarifications, if any, required by BHEL	Within a day from tender opening date	
Last date for Bidders to submit the clarifications / documents required	Within two days from tender opening date	Bidders to note that their competent representative to be readily available for offering clarifications / submitting the further documents, if any, required.
Price Bid Opening	Within three 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.



# VOLUME – IA

## CONDITIONS OF CONTRACT

BHARAT HEAVY ELECTRICALS LIMITED



# CONDITIONS OF CONTRACT (CC)

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## VOLUME- IA

### CONDITIONS OF CONTRACT

#### **1. SCOPE OF WORK:**

- 1.1 Dismantling & Packing of specific items, providing necessary Nylon Strapping around the Carton Boxes which has already been packed by BHEL, shifting from various floors to Ground Floor at EVR Periyar Building, Nandanam, Chennai – 35, Loading, Transportation, Unloading and Stacking either at:
- (i) Warehouse at HLL Bhavan, Pallikaranai, Chennai-600100 Approx. distance of 12-15 Kms from EVR Periyar Building, Nandanam (Approx Area 5000 Sqft in First Floor)  
Or
  - (ii) BHEL PSSR New Office at Tek Towers, Thoraipakkam Chennai-600097 (Approx Area 1000 Sqft) spread across Basement, Ground Floor, 1st Floor & 4th Floor).
- 1.2 Tentative list of items & quantity to be shifted shall be as per enclosed list in Annexure-1. However, bidder to note that the enclosed list is for indicative purpose only & overall scope shall be as per clause 1.1 above.
- 1.3 For Items like Documents which have already been packed by BHEL in Carton Boxes, the scope of work shall include providing Nylon Strapping before shifting. Unpacking of document boxes shall not be in the scope of the Bidder.
- 1.4 Providing all consumables like Packing Materials, Nylon Strapping etc. for the work will be in the scope of the Bidder.
- 1.5 Lashing / Fastening Provision: Arranging of manila ropes, tarpaulins etc. as required for placing, securing, tying and covering of the materials being transported will be in the scope of bidder.
- 1.6 It is the responsibility of the Bidder to assess the materials, requirement of suitable & adequate number of vehicles for transportation. The safe transportation of the consignments up to the destination shall be the responsibility of the bidder.
- 1.7 Bidder shall abide by all statutory requirements for safe transport of materials. All commercial implication in this respect shall be borne by the Bidder. However, assistance, as felt necessary shall be provided by BHEL. Bidder shall be responsible for paying any penalty/demurrage, if the same is payable on account of violating any rules and regulations at any point of time and lack of knowledge shall not be any excuse for the same.

## CONDITIONS OF CONTRACT (CC)

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- 1.8 The bidder shall be responsible for the safety of their workmen and comply with all safety regulations. Bidder shall abide by all statutory requirements. Necessary insurance (covering Employees Compensation Act 1923) for the workmen engaged by the Bidder has to be taken at his own cost and the copy of the same shall be submitted before commencement of the work. BHEL shall not be liable for any accident / injury to the bidder's workmen while execution of contract.
- 1.9 The third party liability/ insurance for the Vehicles being deployed shall be in the Bidder's scope.
- 1.10 Any toll charges, other incidental expenses arising in the course of loading, transit and unloading shall be borne by the Bidder.
- 1.11 Contractor shall obtain necessary entry pass for their crew deployed for the subject work from BHEL before commencing the work.

### **2. VEHICLE CONDITION STIPULATION:**

- 2.1 Bidder shall deploy roadworthy and suitable vehicles duly insured as per MVI norms. They should have valid RTA permit with tax & insurance cleared and valid fitness certificates. If the condition of the vehicle deployed is not found satisfactory by BHEL representative, replacement for the same shall be arranged immediately by the Bidder.
- 2.2 Transshipment and overloading of vehicles will not be allowed. The Bidder shall ensure complete safety of the consignments during transportation including its security. In case of breakdown of vehicles, transshipments, if necessary, will be undertaken by the contractor at his own risk and cost. Permission for such transshipment shall have to be taken from BHEL.
- 2.3 The drivers of the vehicles must possess valid driving licenses for the category of vehicles deployed.
- 2.4 Transit Insurance:
  - a) Transit Insurance for BHEL's materials shall be arranged by BHEL. The transit insurance coverage taken by BHEL shall be limited to the material being transported only & not for the vehicle deployed by the transporter.
  - b) Bidder shall mention insurance policy no. provided by BHEL in each of the LR copies.
  - c) In the event of any loss/damage/accident to the consignment during transit, the Bidder shall immediately file an FIR/ Diary (if required) and submit a damage report to the BHEL with complete details & extent of loss. Bidder shall co-operate with BHEL towards lodging of proper claim by BHEL on the insurer/underwriters and shall also coordinate all activities pertaining to the survey of the damaged consignment and retrieval of BHEL's materials.
- 2.5 Way Bills: Way Bills shall be arranged by BHEL and handed over to Bidder before transportation.

## CONDITIONS OF CONTRACT (CC)

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- 2.6 GOODS CONSIGNMENT (GC) NOTES: G.C. Notes issued by the transporter shall bear printed serial numbers. Vehicle No. shall be indicated in G.C. Notes for all consignments. Erasing or over-writing etc. in the GC notes shall not be accepted, unless authenticated by BHEL Official. Once GC Note is issued, it is treated as physical acceptance of the consignment by the transporter. Original GC Note, with acknowledgement of the BHEL official, shall be submitted along with Invoice for Payment.

3. **TIME SCHEDULE**

The successful bidder shall commence the work within 2 days from the date of clearance from BHEL. The entire materials shall be shifted from BHEL, EVR Periyar Building, Nandanam within 10 days from the start of work. The entire work including unpacking as specified shall be completed within 10 days from the start of work.

4. **TERMS OF PAYMENT**

100% payment along shall be released within 30 days after receipt of bills along with GC Note duly acknowledged by BHEL Official and certification from BHEL official that work has been satisfactorily completed and that there is no recovery from the Bidder against this contract.

5. **PRICE SCHEDULE**

- 5.1 Lump sum price shall be quoted for the entire scope of work specified in the tender.
- 5.2 The quoted / accepted rate shall be firm.
- 5.3 Quoted rates shall be inclusive of all charges except GST.
- 5.4 The rates shall be quoted in the Price Bid format enclosed.
- 5.5 The Lump sum value quoted for the entire list of items in Annexure – I shall include a variation of +/- 15% in the quantities indicated. No separate payment shall be applicable for such upward/downward variation.

6. **OTHER TERMS AND CONDITIONS:**

- 6.1 Detention charges shall not be applicable for any delay either at loading or receiving end as the loading and unloading is in the scope of the bidder.
- 6.2 The bidder shall ensure that they inspect both the offices and warehouse in consultation with BHEL (Despatching & Receiving end) and is fully conversant with the prevailing conditions under which work is to be executed. The bidder shall not be eligible to raise claim of any nature due to lack of knowledge of working condition, local taxation laws/Local or Truck UNION and total environmental conditions.
- 6.3 Security deposit (SD): Not Applicable

## CONDITIONS OF CONTRACT (CC)

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### 7. **FORCE MAJEURE CONDITIONS**

Natural disruptions like flood, earthquake and conditions like war, strikes, riots, road breaches, lockdown imposed by Govt. etc. shall be treated as force majeure and any delay in the work due to above reasons shall be considered by BHEL on representation with documentary evidences.

### 8. **TAXES and DUTIES**

#### 8.1 Goods and service Tax (GST) & Cess

8.1.1 The successful bidder shall furnish proof of GST registration under GST Law, covering the supply and 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. The bidder to specify in their offer the category of registration under GST i.e. Registered dealer and composite dealer and the applicability of RCM.

8.1.2 In the event of any GST quoted by a bidder (registered as a composite dealer), the GST shall be considered for evaluation and ordering purpose. In the event of any change in the status of vendor from composite to regular dealer after the submission of the bid but before the supply, no reimbursement of additional GST will be made. However, the vendor has to raise the invoice strictly, as per the law, by adjusting their ex-works price.

8.1.3 Contractor's price/rates shall be exclusive of GST & Compensation Cess (if applicable) (herein after termed as GST).

8.1.4 However, Seller / Contractor require to specify the applicable GST in the offer and require to ensure that GST mentioned, is as per the existing tariff on the date of the offer and all benefits as per existing laws have been considered

8.1.5 It is the responsibility of the Seller / Contractor to issue the Tax Invoice strictly as per the format prescribed under the GST laws and comply to the timelines for issue of the same. Invoices shall be submitted on time to the concerned BHEL Engineer In Charge. Vendor to indicate the proper GSTN registration / HSN /SAC code in their TAX Invoice on the basis of which BHEL will claim the input tax credit in its return.

8.1.6 Bidder should mention the "Bill To " details in the Tax Invoice as below :

BHEL GSTN - 33AAABC4146P2ZL

NAME - BHEL PSSR, NO. 690 EVR PERIYAR UILDING, ANNA SALAI,  
NANDANAM CHENNAI – 600035

8.1.7 An amount equivalent to the GST, charged in the tax invoice/debit note/revised tax invoice by the contractor shall be kept on hold towards statutory compliance and will released only after the 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.

8.1.8 In case BHEL has to incur any liability (like interest / penalty etc.) or any GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice/ reversal of invoice or expiry to timeline prescribed in the relevant



## CONDITIONS OF CONTRACT (CC)

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- GST Act for availing such ITC, or any other reasons not attributable to BHEL, tax amount shall be recoverable from the vendor/contractor along with interest levied/ leviable on BHEL.
- 8.1.9 E-way bills shall be arranged by BHEL.
- 8.1.10 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.
- 8.1.11 In Case RCM is applicable for the contract, BHEL shall discharge the same as per the RCM provisions of the GST Act. In such case no reimbursement of GST shall be made to the bidder. Wherein GST liability arises on BHEL under reverse charge, any interest levied/leviable due to any reasons not attributable to BHEL shall be recovered from the vendor/contractor.
- 8.1.12 The applicable TDS under GST/ Goods and Services (Compensation to States) Act will be deducted from the payments.
- 8.2 All taxes and duty other than GST & Cess  
All taxes/ duties/ Cess other than GST shall be deemed to be included in the price. No variation for such taxes and levies shall be paid in any circumstance unless specifically agreed upon even if the same are mentioned anywhere in the bids by the bidders
- 8.3 Statutory Variations  
Statutory variations are applicable only for taxes 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 (except GST) shall be allowed during the tenure of the contract. Statutory Variations not applicable for composite dealer.
- 8.4 New Taxes/Levies  
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. The decision of BHEL in this regard will be final and binding on the seller/contractor.
- 8.5 Direct Tax
- 8.5.1 Seller is required to update himself on its own and comply with provisions of Indian Income Tax Act as notified from time to time. Purchaser shall not be liable towards liability of income tax accruing to the Seller of whatever nature



## CONDITIONS OF CONTRACT (CC)

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including variations thereof, arising out of this Order/ Contract, as well as tax liability of the Seller/ Contractor and his personnel

- 8.5.2 Deductions of Tax at source at the prevailing rates shall be effected by the Purchaser before release of payment, as a statutory obligation, if applicable. TDS certificate will be issued by the Purchaser as per statutory provisions. The Seller/Contractor has to mention their Permanent Account Number (PAN) and GSTIN in all invoices.

# CONDITIONS OF CONTRACT (CC)

## Annexure-I

### Tentative list of items & quantity to be shifted from BHEL PSSR, EVR Periyar Building, Chennai-35

#### ITEMS FOR PACKERS & MOVERS

(Items are available in 5th to 9th Floor including Ground Floor)

SI No	Items	Quantity	Dimension(approx)	Packing Required	Unpacking Required	For Tek Tower	For Ware House
1	Carton Box	1000	Big: (32x21x15) : 200 Medium(27x17x14): 550 Small (23x15x15) : 250 (In Inches)	No	NO	Within 15 KMs from EVR Periyar Building, Nandanam to Tek Tower in Thoraipakkam OMR / HLL Bhavan, Pallikaranai	
2	Steel Almirah	60	6 ftx3ftx1.5ft	No	NO		
3	Filing Cabinet	35	5ftx1.5ftx2.25ft	No	NO		
4	Compactor	5	(Dismantled Condition)	Yes	NO		
5	Box Chairs	5	Actual	Yes	Yes		
6	IT Department Data Safe Locker	2	250 Kg Each	No	No		
7	Vigilance Dept Locker	1	100 Kg				
8	IT Department Tower AC	2	Actual	No	No		
9	TSX Department Boxes	30	Big: (32x21x15) : 06(app) Medium(27x17x14): 12(app) Small (23x15x15) : 12(app) (In Inches)	No	No		
10	SCT Locker(7th Floor)	1	100 Kg	No	No		
11	Finance Locker(7th Floor)	1	100 Kg	No	No		
12	Xerox Machines	5	Actual	No	No		
13	Wooden Benches at 9th Floor	12	Actual	No	No		



VOLUME – IB

FORMS

## FORMS & PROCEDURES

### OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER

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Form No: F-01 (Rev 00)

#### OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER

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

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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 accept the Tender Specification issued by Bharat Heavy Electricals Limited, Power Sector - Southern Region. Chennai, 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. Technical Conditions of Contract

Should our offer be accepted by BHEL for Award, I/we further agree to carry out the work as per said Tender documents upon the terms and conditions contained or referred to therein and as detailed in the appendices annexed thereto.

**Authorised Representative of Bidder**

Place:

Date:

Signature :

Name :

Address :

**FORMS & PROCEDURES**  
**DECLARATION BY AUTHORISED SIGNATORY OF BIDDER**

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Form No: F-02 (Rev 00)

**DECLARATION BY AUTHORISED SIGNATORY OF BIDDER**  
(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

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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

## FORMS & PROCEDURES

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### NO DEVIATION CERTIFICATE

Form No: F-03 (Rev 00)

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

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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)

**FORMS & PROCEDURES**  
**DECLARATION FOR RELATION IN BHEL**

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**DECLARATION FOR RELATION IN BHEL** Form No: F-05 (Rev 00)

(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)

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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.

**FORMS & PROCEDURES**  
**NON DISCLOSURE CERTIFICATE**

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NON DISCLOSURE CERTIFICATE      Form No: F-06 (Rev 00)  
(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

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**NON DISCLOSURE CERTIFICATE**

I/We understand that BHEL PSSR 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 PSSR against Tender Specification No:\_\_\_\_\_, hereby undertake to comply with the following in line with Information Security Policy of BHEL PSSR, Chennai-35.

- 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 PSSR.

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

Date:



**FORMS & PROCEDURES**  
**BANK ACCOUNT DETAILS FOR E-PAYMENT**

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Form No: F-07 (Rev 00)

**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))

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1. Beneficiary Name :
2. Beneficiary Account No. :
3. Bank Name & Branch :
4. City/Place :
5. 9 digit M ICR 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.

## FORMS

### POWER OF ATTORNEY for SUBMISSION OF TENDER / SIGNING CONTRACT AGREEMENT

Form No: F-25 (Rev 00)

### POWER OF ATTORNEY for SUBMISSION OF TENDER / SIGNING LEASE AGREEMENT

(To be typed on non judicial Stamp Papers of appropriate value as applicable  
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 Lease Agreement 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 Southern Region, 690, Anna Salai,  
Nandhanam, Chennai-35 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