

Name of work: "Hiring of mobile hydraulic revolving crane of 25 MT capacity for loading/unloading of consignments within BHEL premises "

NIT No: BHEL/HEEP/WEX-WCS/19-20/6460/20190146 DT 17.01.2020



**Bharat Heavy Electricals Limited
Heavy Electrical Equipment Plant, Haridwar-249403
Works Engineering & Services
Works Contract Section**

Tender Document

Name of Work: Hiring of mobile hydraulic revolving crane of 25 MT capacity for loading/unloading of consignments within BHEL premises.

Tender Enquiry No.: BHEL/HEEP/WEX-WCS/19-20/6460/20190146 DT 17.01.2020

Due date of Tender Opening: 04.02.2020

Type of Bid: Two Part

Place of Submission of Tender / Bid:

***"Tender Room, Purchase Deptt., 4th floor,
Main Administrative Building, HEEP
BHEL Haridwar-249403 (Uttarakhand)"***

Contact Person: Manish Kumar, Dy.Manager

Contact Address: WCS, ADM-4, BHEL (HEEP), Haridwar-249403

Email: tenzin_n@bhel.in : omanish@bhel.in, ppaul@bhel.in, aparashar@bhel.in

Phone: 01334-28-1932/1176; Fax: 01334-226460

Document downloaded from www.bhel.com/www.bhelhwr.co.in

Note: All corrigenda / addenda / amendments / time extensions / clarifications, etc. to the tender will be hosted on our website i.e. www.bhel.com/www.bhelhwr.co.in only and will not be published in any other media. Bidders should regularly visit above website to keep themselves updated.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

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Details of Tender Document

The Tender document has been detailed as follows:

Part-I (TECHNO-COMMERCIAL BID)

1. Notice Inviting Tender (NIT)
2. Detail of bid and Bidder
3. General Instructions to Tenderer
4. General Terms & Conditions of Tender
5. Terms of PQR, Financial Terms & Penalty, Payments terms(Annexure-I)
6. Other terms and conditions(Annexure-I)
7. Un-price Price Bid
8. Annexure-III
9. Annexure-IV
10. Annexure-V
11. Check List (Annexure-VI)
12. Annexure-X
13. No Deviation Certificate

Part-II (PRICE BID)

1. Price Bid (annexure-II)

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NOTICE FOR TENDER (NIT)

BHARAT HEAVY ELECTRICAL LIMITED
 HEEP, Haridwar-249403 (UTTARAKHAND)

Name of Dept	Works Engineering & Services (Works Contract Section)		
Phone	01334-281932	Fax	01334-226460
Email Address	omanish@bhel.in ; ppaul@bhel.in ; tenzin_n@bhel.in , aparashar@bhel.in		
Contact Person	Manish Kumar		
NIT Key.	20190146	Dated	17.01.2020
NIT No.	BHEL/HEEP/WEX-WCS/19-20/6460/20190146 DT 17.01.2020		
NIT No. on www.bhel.com			
NIT No. on www.bhelhwr.co.in			
Type Of Tender	Open		
#Tender Cost (in INR)	500 (Inclusive of Taxes) & NIL for tender downloaded from website		
EMD (in INR)	Rs. 10340/-		
Period of completion of work	From award of work upto 15.04.2020		
Two Part Bid /single bid	Two Part Bid		
NIT Value (in Rs.)	Rs. 516942/- (GST extra as applicable)		
Last Date of Sale of Tender	03.02.2020		Time : 03:30PM
Last Date of submission of Tender	04.02.2020		Time : 01:45PM
* Date and Time for opening of Technical Bid	04.02.2020		Time : 02:00PM
Place Of submission of Tender	Tender Room, Purchase Deptt., 4th floor, Main Administrative Building, BHEL , HEEP , Haridwar-249403 (Uttarakhand)		

* In case of two part bid, date of opening of Tender means the date of opening of Techno-commercial bid.
 However date of opening of price bid shall be intimated to technically qualified parties. If the due date of tender opening happens to be a holiday, the tenders will be opened on the next working Tuesday/Friday.

Tender cost & EMD shall be submitted either in form of cash receipt issued by cash section, BHEL, HEEP, Haridwar (subject to provision of Income tax act) or Demand draft issued by any nationalized bank in favor of Sr. Accounts Officer (Cash), BHEL, HEEP, Haridwar separately in two different envelopes superscribed as Tender cost and EMD respectively. However Tender cost is non-refundable. **Tender fee & EMD shall be exempted subject to submission of valid MSME/EM-II/NSIC Certificate (self-attested with stamped) and Tender Fee shall be exempted for tender documents downloaded from website.**

Name of Work: “Hiring of mobile hydraulic revolving crane of 25 MT capacity for loading/unloading of consignments within BHEL premises”.

Contracting Executive Name: Manish
 Kumar

Date:

1. BHEL reserves the right to accept or reject any/ all application(s) without assigning any reason thereof.
2. If any document submitted by tenderer found false at any stage, the tender/ work order will be cancelled immediately and the financial loss to BHEL if any in making alternative arrangement will be recovered from the contractor.
3. BHEL will not be responsible for the loss or delay of tenders in transit in any case.
4. All further corrigenda, addenda, amendments, time extensions, clarifications & etc. to the tender, if any shall only be notified on BHEL websites (www.bhel.com / www.bhelhwr.co.in) as applicable.
5. For detailed instructions/information refer the tender document on BHEL website.

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Details of Bid & Bidder (To be filled by bidder)

(a) Bidder Offer No.: _____ Date: _____

(b) Legal Name of the bidder as in GST registration: _____

(c) GST registration No. _____

(d) State _____

(e) Place of business _____

(f) Category of registration under GST (i.e. Registered dealer / Unregistered dealer/ dealer opted for Composition Scheme): _____

(g) Address of the Bidder: _____

PIN code: _____

(h) Contact No. of the Bidder: _____

(i) Email ID of Bidder: _____

I/We agree with the above

Signature of Bidder/Contractor with Stamp

General Instructions to Tenderer

The Contractors who wish to participate should **go through the Tender documents thoroughly** and plan well before quoting, to ensure that the Tender process is not aborted / vitiated, due to their reasons.

1.0 Quoting & Signing the Tender

- a. Before Quoting, the tenderers are advised to inspect the site of work and its environment and be well acquainted with the actual working and other relevant conditions, position of materials and labor. Tenderers are also requested to go through General -Terms & conditions, Special - Terms & conditions of tender, Scope of work, Technical Terms & Conditions, drawings and specifications and all other documents which are part of tender will form part of the agreement to be entered into.
- b. While quoting the rate, the tenderer is advised to take into account the likely expenditure, taxes etc. during the operation of the Contract period from the date of commencement of work as directed by BHEL.
- c. While quoting the rates the tenderer is advised to take into account all factors including any fluctuations in market rates. No claim will be entertained on this account after acceptance of the tender or during the execution of the contract.
- d. All entries in Tender documents shall be clearly written in one ink or typed. All the corrections / cancellations / insertions, if any, shall be duly attested by the Bidders concerned.
- e. Rates should be quoted as per the Price Bid. Rates quoted in any other form will not be accepted and is liable to be rejected.
 - a) If, in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
 - b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of e(a) and e(b) above.
 - d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
- f. The Bidder shall fill in all the required particulars of the Tender documents and also sign & Stamp on each and every page of the Tender documents (Techno- Commercial Bid, Price Bids, Terms & Conditions etc.) including corrigendum & the drawing attached therein while submitting their tender.
- g. Should a Bidder find discrepancies or omissions in the Tender documents or should there any doubt as to their meaning, he should at once address the authority inviting the Tender, for clarification well before the due date, so as to submit his Tender in time.
- h. Every endeavor is made to avoid any error which can materially affect the basis of the tender but the successful tenderer shall take upon himself to provide for the risk or any error which may be subsequently discovered and shall make no subsequent claim on account thereof.
- i. Tenders not in accordance with the Tender conditions herein contained and the Tenders not in original **ARE LIABLE TO BE REJECTED**.
- j. If a Bidder deliberately gives wrong information in his Tender or creates conditions favorable for the acceptance of his Tender, BHEL WILL REJECT SUCH TENDER AT ANY STAGE.

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- k. Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- l. Canvassing in any form, in connection with the Tender is strictly prohibited and such Tenders are bound to be rejected. All information furnished is taken to be authentic by the bidder for evaluation of the Tender. Should any information be found incorrect subsequently, at any later stage, the Tender / Contract shall be rejected / terminated and action as per BHEL Policy, rules & prevailing Guidelines shall be taken.
- m. Should a Bidder's or a Contractor's or in the case of a firm or company of Contractors / any of its shareholder's or shareholder's relative be employed in BHEL Haridwar, the authority inviting the Tenders shall be informed in writing of this fact at the time of submission of the Tender, failing which the Tender may be disqualified, or if such fact subsequently comes to light, the Contract may be cancelled.
- n. The Tender schedule and the Tender shall be deemed to form an integral part of the Contract to be entered into for this work.
- o. Tenders are to be submitted in **Tender Room, Purchase Deptt., 4th floor , Main Administrative Building, BHEL, HEEP, Haridwar-249403 (Uttarakhand)** upto 01:45 PM on the date of tender opening. BHEL will not be responsible for any consequences that may arise leading to delay in submission of tender/bid.
- p. Late and Delayed Tenders shall be rejected.
- q. In case of Limited Tender Enquiry if you are not interested to submit the offer, please send a letter specifying the same.
- r. Price bid should not be enclosed along with the techno commercial bid and other documents in the same cover/envelope. The price bids have to be given category wise in a sealed cover and the entire lot of price bid sealed covers will have to be kept in a separate large cover, duly sealed.

ALL THE REQUIRED DOCUMENTS SHALL BE FILLED IN THE SAME SERIAL ORDER AS PER THE FORMAT / COLUMN OF THE "TECHNO-COMMERCIAL BID". ALL THE PAGES SHALL BE SERIALLY NUMBERED ON THE RIGHT HAND SIDE TOP CORNER. PAGE NUMBERS AND DETAILS OF THE CONCERNED DOCUMENTS ALSO SHALL BE FILLED IN "TECHNO- COMMERCIAL BID" IN THE BOXES PROVIDED. ALL THE PAGES OF TENDER DOCUMENTS ARE TO BE DULY SIGNED AND STAMPED BY THE BIDDER.

- s. All the envelopes shall be super-scribed with Name of work, NIT No. & Date of Tender Opening with the Name & Complete address of the bidder.
- t. The envelope Containing Price Bid shall additionally be super-scribed as "PRICE BID" and the envelope containing Techno-commercial bid shall be additionally super-scribed with "TECHNO-COMMERCIAL BID".
- u. Tender Fees & EMD or Proof related to exemption as required as per Terms & Conditions of Tender shall be kept in Techno-commercial bid envelope.
- v. *The contractor must ink sign and stamp on each page of tender document including supporting documents submitted with tender.*
- w. The annual maintenance and service contract shall be governed as per the BHEL Works policy, Rules & General conditions of the contract.
- x. Bidders shall enclose the certificate of satisfactory performance, from previous customer in the Techno-Commercial Bid envelope, along-with the tender documents in support of their claim of having minimum experience of similar works and /or provide all documents as per PQR criteria.
- y. Vendor shall ensure meeting all statutory obligations as applicable during the contract period.
- z. Deviation from any of the specified requirements should be clearly brought out on a separate sheet titled as deviation. In case of no deviation a "**NO DEVIATION STATEMENT**" shall be submitted with the tender (Techno-commercial offer).

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2.0 Signing the Tender

- a. The Tender shall be signed by the Authorized Signatory Only.
- b. Authorized signatory shall be the Proprietor.
- c. In case the Bidder is a Partnership Firm under Partnership Act, the Tender shall be signed by all the Partners of the firm or by Partner having authority to sign on behalf of all other partners. Copy of the authority should be enclosed.
- d. In case the Bidder is a company, authorized signatory of the company. Copy of the authority will have to be enclosed.
- e. In case of Power of Attorney (POA). A copy of the Power of Attorney, duly attested by the issuer shall accompany the tender.
- f. If the POA is revoked during the existence of the contract, it shall be the responsibility of the issuer to inform the same to BHEL. The issuer shall remain bound by the acts committed under the POA till the date of such information to BHEL.

3.0 Date / Time for opening of Tender

- a. Sealed covers so received will be opened at **Tender Room, Purchase Deptt., 4th floor , Main Administrative Building, BHEL, HEEP, Haridwar-249403 (Uttarakhand)** at 02:00 PM on the same day of due date of tender submission as per NIT (Notice inviting Tender) in the presence of the Bidders or their Authorised Representatives who may choose to witness the same.
- b. The Techno Commercial bids only will be opened in case of two-part bid.
- c. In case of two-part bid, the Price Bids of bidders, who are technically qualified will be opened later. The date & time of price bid opening will be informed to the technically qualified Bidders.

4.0 Witnessing the Tender opening

- a. The representative of the Bidder may choose to witness the Tender opening and have to produce the Authorization Letter in the tender room, before opening of the Tender. The representatives without Authorization Letter will not be allowed to participate in the Tender opening.
- b. Only one representative from one bidder will be allowed to participate in the Tender opening.

5.0 Quoting

- a. Quoting best rate and the sanctity of the L1 status.
- b. Quoting the lowest best rate is a must against this Tender. However, bidders are required to understand that the lowest rate offered by them or accepted by them, as the case may be should be honoured throughout the period of the Contract.

6.0 Participation

The Parties who have been suspended or black listed or banned by BHEL HEEP, Haridwar or any other BHEL Unit will not be allowed to participate in the Tender and the bidder should declare the same in the Tender. Even during the course of evaluation / finalization of Tender if it is found that some of the parties are black listed / barred from business transactions / under business hold, BHEL will reject their offer.

7.0 Validity of Offers:

The rates quoted shall be valid for acceptance for a minimum period of 120 days from the date of tender opening. Withdrawal of Tender or increasing the rates during this validity period is not allowed. Date of tender opening shall be date of opening of first/Techno-commercial bid.

8.0 Address for sending the offer:

The offer should be sent to address as below well in advance so that it reaches before or on due date and time through registered post or in person.

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In charge, Tender Room, Purchase Deptt., 4th floor, Main Administrative Building, BHEL, HEEP, Haridwar-249403 (Uttarakhand).

Note: -

1. In case of any ambiguity/discrepancy between any clause of "General Terms & Conditions" and "Special Terms & Conditions, Scope of Work, Technical Terms & Conditions and Bill of Quantity" the clause of "Special Terms & Conditions, Scope of Work, Technical Terms & Conditions and Bill of Quantity" shall prevail.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

General Terms & Conditions of Tender

1. Definitions

In these general conditions of contract the following terms shall have the meaning hereby assigned to them except where the context otherwise requires: -

- (a) "**THE CONTRACT**" shall mean the notice inviting the tender and acceptance thereof and the formal agreement if any, executed between the Bharat Heavy Electricals Ltd., Heavy Electrical Equipment Plant, Haridwar and the contractor together with the documents referred to there in including these conditions, and any special conditions, specifications, designs, drawings etc. All these documents taken shall be deemed to form one contract and shall be complementary to one another.
- (b) The "**TENDER DOCUMENT**" means the form of tender as applicable with General and Special Conditions of contract, and the specifications and/or drawings as given to contractors for the purpose of preparing their tender including "Notice Inviting Tender".
- (c) The "**WORK**" means the work described in the tender documents in individual work order and/ or accompanying drawings and specifications as may be issued from time to time to the contractor by the Engineer-In-Charge in writing the power conferred upon them, including all modifications or additional works and obligations to be carried out either at the site or in factory, workshop or any other place as may be essentially required for the performance of the work.
- (d) The "**SITE**" means the land and/ or other place on into or through which the work is to be executed under the contract or any adjacent land, part or structure which may be allotted to or used for the purpose of carrying out the contract.
- (e) The "**CONTRACTOR**" shall mean the individual of firm or company whether incorporated or not, undertaking the work and shall include legal representatives of such individual or persons composing such firm or incorporated company or successors of such person, firms or company as the case may be and permitted assignee of such individual or firm or company.
- (f) The abbreviations" Engr/Sr. Engineer / Dy.Mgr/ Mgr./ Sr.Mgr/ DGM/ Sr.DGM" means Engineer/ Senior Engineer/ Deputy Manager/ Manager/ Senior Manager/ Deputy General Manager/ Sr.Dy.General Manager respectively who will direct the contract.
- (g) The "**ENGINEER-IN-CHARGE**" means the Engineer/ Sr.Engineer or any other executive deputed by BHEL to supervise the work or part of the work on behalf of the First Party.
- (h) Accepting authority: As per BHEL Delegation of Power
- (i) "**APPROVED**" means the approval of directions of the Engineer/ Sr.Engineer or any other executive or person deputed by them for the particular purpose.
- (j) BHEL means the Bharat Heavy Electricals Limited/ HEEP plant of the said Company at Ranipur, Hardwar.
- (k) The "**CONTRACT SUM**" means the sum accepted or the sum calculated in accordance with the prices accepted in tender and/ or the Contract rate as applicable to the contractor for the entire execution and full completion of the work.
- (l) The "**FINAL SUM**" means the actual amount payable under the contract by BHEL to the contractor for the entire execution and full completion of the work.

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- (l) The "**TIME OF COMPLETION**" is the date or dates for completion of the work or any part of the work as set out in or ascertained in accordance with the individual work or the tender documents or any subsequent amendments thereto.
- (m) A "**WEEK**" means seven days without regard to the number of hours worked in any day in that week.
- (n) A "**DAY**" shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- (o) A "**WORK DAY**" means day other than that prescribed by the Negotiable Instruments Act, as being a holiday and consists of the number of hours of labour as commonly recognized by good employers in the trade, in the district where the work is carried out or as laid in the BHEL Rules and Regulations.
- (p) "**DEVIATION ORDER**" means any order given by the Engineer-In-Charge to effect an alteration, addition or deduction, which does not radically affect the scope and nature of the contract.
- (q) "**EMERGENCY WORK**" means any urgent measures which in the opinion of the Engineer-In-Charge become necessary during the progress of the work to obviate any risk of accident or failure or which become necessary for security.
- (r) "**PROVISIONAL SUM**" or "**PROVISIONAL LUMPSUM**" means a lump sum included by the BHEL in the work for which details are not available at the time of inviting tender.
- (s) "**PROVISIONAL ITEMS**" means items for which approximate quantities have been included in the tender documents.

2. **Earnest Money Deposit**

- (a) Vendor is required to deposit the EMD as specified in NIT.
- (b) EMD shall not carry any interest.
- (c) Modes of deposit:

The EMD may be accepted only in the following forms:

- (i) Cash deposit as permissible under the extant Income Tax Act (before tender opening)
- (ii) Electronic Fund Transfer credited in BHEL account (before tender opening)
- (iii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)
- iv) Fixed Deposit Receipt (FDR) issued by Scheduled banks/Public Financial Institutions as defined in the companies Act. (**FDR should be in the name of the contractor, a/c BHEL**)

In addition to above, the EMD amount in excess of Rs. Two Lakh may also be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months.

(d) Forfeiture of EMD

EMD by the Tenderer will be forfeited as per NIT conditions, if:

- i) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.

(e) EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.

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- (f) EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work.
- (g) EMD of successful tenderer will be retained as part of Security Deposit.
- (h) EMD deposited in any modes other than specified at (c) above shall lead to cancellation of the offer.

3. Security Deposit

- (a) Successful vendor shall require to deposit security. The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.
- (b) Modes of deposit:
The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:
 - i) Cash (as permissible under the extant Income Tax Act)
 - ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
 - iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
 - iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
 - v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)
- (c) BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)
- (d) The Security Deposit shall not carry any interest.
- (e) The additional condition of Security Deposit (If any) shall be specified in Special Terms & Conditions of tender.

(f) Refund of Security Deposit

After completion of work awarded, provided always that the contractor shall first have been paid final bill and have rendered a "No Demand" certificate, the security deposit mentioned in condition above shall be refunded to the contractor as follows: *100% shall be released within From award of work upto 15.04.2020 of satisfactory completion of the work duly verified by Site/Engineer-In-charge.*

4. Commercial Terms

- Prices shall be quoted on "Firm Price" basis only.
- Validity of offer shall be for a minimum period of 120 days from the date of Tender Opening.

5. Special Conditions for MSME:

"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 NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure 'X' 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

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documents will lead to consideration of their, bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer."

UAM need not required to be notarized or attested.

6. Arbitration

All disputes between the parties to the contract arising out of or relating to the contractor other than those for which the decision of the Engineer-In-charge / Accepting Officer or any other person is by the contract expressed to be final and conclusive, shall after written notice by either party to the contract, the other party be referred to the sole arbitration of DGM/Sr. Manager or any other officer of BHEL in his sole discretion unless the parties otherwise agree, such reference shall not take place until after the completion, alleged completion or abandonment of the work or the determination of the contract. The venue of arbitration proceedings will be at Hardwar. The arbitrator shall have the power to extend, from time to time, the time for making his award with the consent of the parties. The award of the Arbitrator shall be final, conclusive and binding on both the parties to the contract. Any matter arising out of or in connection with the agreement shall be under jurisdiction of Hardwar court. The Administrative Head of HEEP Unit of BHEL, Hardwar, shall appoint the Arbitrator. No person other than a person so appointed shall act as Arbitrator.

7. Risk Purchase Clause

In case of delays in supplies / defective supplies or non-fulfilment of any other terms & conditions given in the work order the purchaser/contracting executive may cancel the work order in full or part thereof and may also make the purchase of the material / service from elsewhere / alternative source at the risk and cost of supplier. Vendor/Contractor does not agree to above clause, their offer is liable to be rejected. In case any vendor/contractor accepts risk purchase clause initially and subsequently declines to honour the term in the eventuality of RISK PURCHASE, they may be banned for business with BHEL."

8. Fraud Prevention Policy

The Bidder along with its associate / collaborators / 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 fraud or suspected fraud as soon as it comes to their notice".

Fraud Prevention policy and List of Nodal Officers shall be hosted on BHEL website, vendor portals of Units / Regions intranet.

9. Suspension of Business Dealings with Suppliers/Contractors

Penal action can be initiated on the suppliers / Contractors in line with extant "Guidelines for Suspension of Business Dealings with Suppliers / Contractors". The abridged version of extant 'Guidelines for suspension of business dealings with suppliers / contractors' has been uploaded on <http://www.bhel.com> on "supplier registration page".

I/We agree with the above

Signature of Bidder/Contractor with Stamp

Name of work: "Hiring of mobile hydraulic revolving crane of 25 MT capacity for loading/unloading of consignments within BHEL premises "

NIT No: BHEL/HEEP/WEX-WCS/19-20/6460/20190146 DT 17.01.2020

10. Adoption of Integrity Pact

BHEL is committed to fostering the most ethical and corruption free environment and values its relationship with all Bidders, Contractors and Carriers. Conducting business in a transparent, fair and corruption free manner will go in a long way in making the Bidders and Contractors our partners in progress and to reinforce this belief. BHEL has already signed a memorandum of understanding with Transparency India International on adoption of Integrity Pact for all Major Tenders / Contracts. Integrity Pact first promoted by Transparency India International, an NGO, is a tool to ensure that activities and transactions between a company or government department and its Bidders / Contractors are handled in a fair, transparent and corruption free manner.

11. Damage & Loss to Private Property & Injury to Contract Employee

The Contractor shall at his own expense reinstate and make good to the satisfaction of BHEL and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the Contract and further the Contractor shall indemnify, the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

- 12.** Rates shall be quoted in figures as well as in words and contractor must put his signature & Seal on each page of the tender documents / undertakings, while submitting his offer, failing of which tender may be liable for rejection.
- 13.** BHEL reserves the right to cancel the tender at any stage of tendering till signing of agreement without assigning any reason(s) thereof. The tender cost in that event shall not be refunded.
- 14.** The contractor shall not employ any worker less than 18 years of age during execution of his work.
- 15.** In case more than one contractor quotes L1 rates, the work may be awarded through draw of lottery.
- 16.** The work shall be governed by the specifications, general terms & conditions of BHEL contract, special conditions, tender terms, environment related conditions, safety clause and any other relevant conditions applicable time to time.
- 17.** The contractors are advised to see the site before quoting the rates.
- 18.** BHEL reserves the right to award only a fraction or part of the work given in the bill of quantity.
- 19.** Contractor found or reported for non-compliance of the legal obligations during the execution of the contract, shall be debarred from the issue of NITs for at least 01 year or till the proof of compliance is produced.
- 20.** L1 may also be decided based on Reverse Auctioning based on the discretion of BHEL.
- 21.** BHEL does not bind themselves to accept the lowest tender or any tender or to give any reason for their decision.
- 22.** Contractor shall ensure all the safety provisions for the execution of the work awarded. It shall provide all the necessary PPE's (until & unless specified clearly about the issue of

I/We agree with the above

Signature of Bidder/Contractor with Stamp

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any PPE by BHEL in Special or any other Conditions of tender) to his workmen or any individual deployed by him for execution of the work and ensure usage of the same.

23. In order to protect the commercial interests of BHEL, it becomes necessary to take action against suppliers / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business / money / reputation, indulged in malpractices, cheating, bribery, fraud or any other misconducts or formation of cartel so as to influence the bidding process or influence the price etc. Guide- lines for Suspension of Business Dealings with Suppliers / Contractors shall prevail over which is available at BHEL website <http://www.bhel.com>.

24. GST related Terms & Conditions:

Bidder has to specify the following in their techno-commercial bid (part I bid in case of two part bid):

I.

- a) Legal Name of the bidder as in GST registration, GST registration No., State, Place of business, category of registration under GST i.e. Registered dealer / Unregistered dealer/ dealer opted for Composition Scheme,
- b) HSN (*Harmonised System Nomenclature*) / SAC (*Service Accounting Code*), description of Goods/Services and applicable IGST / CGST / SGST rate and any other statutory levy, if any, for each item of Goods or Services.

II. a) Unregistered Dealer

Since in case of unregistered dealer, GST will have to be paid by BHEL under reverse charge mechanism, the same shall be added to the quoted price for evaluation bid.

b) Dealer opting for Composition Scheme

In case of registered dealer, who opt for composition scheme at the time of submission of bid, no GST will be payable to the bidder and also same will not be considered for evaluation of bid. Dealer has to declare in technical bid that no GST is shown separately in price bid. However, in case at the time of actual supply, the bidder charges GST at normal rate, the same shall be reimbursed subject to the availability of GST credit to BHEL. In case GST credit is not available to BHEL, no GST will be payable to the bidder.

III. Reimbursement of GST shall be made by BHEL-Haridwar on matching of Contractor inputs as mentioned below at GST portal and after ensuring of availability of input credit to BHEL, Haridwar. Hence, Contractor has to ensure compliance as follows-

- a) Timely raising & submission of GST compliant Invoices
- b) Timely receipt of Goods & Services
- c) Timely and correct payment of applicable GST by supplier/contractor
- d) Timely filing of return
- e) Compliance of other applicable provisions on supplier/contractor

Contractor has to also give consent to accept payment of tax after such matching in all cases where bills are submitted directly to BHEL-Haridwar or through bank or under LC or through any other mode.

IV. In the event of any disallowance of input credit (including reversal of credit) or applicability of interest or arising of any other financial liability on BHEL-Haridwar due to any default of supplier/contractor under GST such as non/delayed receipt of Good/Services, delayed raising & submission of invoices, delayed payment of tax,

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NIT No: BHEL/HEEP/WEX-WCS/19-20/6460/20190146 DT 17.01.2020

non/wrong declaration of sale by Contractor in return etc. or any other reason not attributable to BHEL, such implication shall be to supplier's/contractor's account and will be deducted from bills.

- V. In the event of any change in the status of the bidder after submission of the bid but before the supply/service, GST applicable at the time of supply/service or GST quoted in the bid, based on the registration status of the bidder, whichever is lower shall be payable.
- VI. Statutory Variation in Taxes & duties as applicable at the time of supply shall be payable. However, in the event of no change in law but bidder quoting certain tax structure in bid document which is lower than the applicable one, such amount shall be the maximum amount of tax that can be claimed by bidder.
- VII. In case of Liquidated damage (LD) recovery, the applicable GST shall also be recoverable from the suppliers.
- VIII. As per the extant GST rules, as of now it is not mandatory to file returns immediately and ITC has been allowed on self-declaration. In view of the changed scenario, the payment of GST shall be made to the contractors simultaneously with their work/services invoices. The Contractors / vendors shall need to submit the undertaking as per the following format before such GST payments. However in case the availability of ITC on self-declaration is discontinued at the time of submission of invoice then the clause II above shall be applicable.

Certificate of Goods and Service to be furnished by Contractor with each bill / invoice

We hereby undertake that:

1. Goods and Service Tax charged in the following Invoices / Bill Numbers are in compliance with the provision of GST Act & Rules prevailing thereon:

Sl.No	PO No / Work Order	Invoice No	Invoice date	GST Amount

2. Goods and Service Tax charged in the Bill / Invoice shall be paid by us within due time.
3. Any liability due to any delay / default in payment of GST, return filling or any other NON-compliance under GST Law / Rules, shall be to our account.
4. In the event of any non-compliance on our part, We indemnify BHEL for any financial burden / loss on account of GST / interest / penalty.
5. We give our consent to BHEL to recover any such financial burden if arises on BHEL due to any non-compliance from any outstanding bills. In the event of Nil outstanding, same shall be paid by us to BHEL.
6. In the event of any such default, we agree BHEL to pay all future GST reimbursement after verification of GST compliance under the law.
7. We understand that this arrangement shall be valid till the credit of Input Tax Credit (ITC) is available without online validation or further amendment if any affecting admissibility of ITC to BHEL.

Signature of Authorized Signatory (with seal)
GST No:

I/We agree with the above

Signature of Bidder/Contractor with Stamp

Name of work: "Hiring of mobile hydraulic revolving crane of 25 MT capacity for loading/unloading of consignments within BHEL premises "

NIT No: BHEL/HEEP/WEX-WCS/19-20/6460/20190146 DT 17.01.2020

IX. The provisional GST registration number of Bharat Heavy Electrical Ltd, Heavy Electricals Equipment Plant, Ranipur, Haridwar is "05AAACB4146P1ZL" with state Code as "05" and State Name as "Uttarakhand".

25. Special Powers of Termination:

If at any time after the acceptance of the tender, BHEL shall for any reason whatsoever not require the whole or any part of the work, to be carried out, the Engineer In charge shall give notice in writing of the fact to the contractor, who shall have no claim to any payment of compensation or otherwise, howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosing of the work.

The contractor shall be paid at contract rates for the full amount of the work executed including such additional work i.e., cleaning of site etc. as may be rendered necessary by the said foreclosing. He shall also be allowed a reasonable payment (as decided by the Accepting Officer) for any expenses sustained on account of labour and material collected but which could not be utilized on the work as verified by the Engineer In charge but the contractor shall not have any claim for compensation on account of any alterations having been made in the original specifications, drawings, designs and instructions involving and curtailment of the work as originally contemplated.

26. The bidders will submit Integrity Pact, duly signed by its authorized signatory, along with their bids wherever estimated tender value is Rs. 5 Crore or more.

27. Public Procurement Preference to Make in India, Order 2017: -

"For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018 & 29.05.2019 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."

I/We agree with the above

Signature of Bidder/Contractor with Stamp

1.0 Terms of PQR

- 1.1 The mobile jib crane should have 25 MT capacity and fully hydraulic boom of 70 feet (in fully extended condition).
- 1.2 The requisite crane shall be registered in the name of bidder(proprietor/partner/firm) or Hiring/leasing of crane with pre bid tie up agreement for the said period of time and shall submit the copy of Registration Certificate of the same.
- 1.3 Copy of latest pollution clearance certificate of crane.
- 1.4 Copy of Comprehensive Insurance cover of crane
- 1.5 The average annual turnover should be at least Rs.1,55,083 in each of the last three financial years i.e. 2016-2017, 2017-18 & 2018-19.
 - a. Duly certified copies of Balance Sheet and Trading/Profit & Loss Account Audited by Chartered Accountant for last three financial years.
- 1.6 Bidder shall submit the proof of experience of successfully completed work in handling job of minimum 20MT using suitable crane during last seven years ending last day of month previous to the one in which applications are invited in terms of Performance Certificate/LOI/Award letter of running/executed contract). These experience requirements should be either of the following.
 - a. Three similar completed work costing not less than the amount equal to Rs.2,06,777 each.
Or
 - b. Two similar completed work costing not less than the amount equal to Rs.2,58,471 each.
Or
 - c. One similar completed work costing not less than the amount equal to Rs.4,13,554.

2.0 Financial Terms

- 2.1 The basic rate in Rs. per day (i.e. for 10 hours) should be quoted in Annexure-II. If the operational hours are more than ten, for each extra hour or part thereof the payment will be made @ 1/10th of the quoted rate (per day).
- 2.2 Mobile Crane shall be supplied with driver with valid driving License. The vehicle hire charges quoted shall include the cost of the Crane, Fuel (Diesel), operating personnel (One driver along with one helper). Maintenance and operation of the Crane shall be in the scope of the contractor
- 2.3 The bidder shall make alternative arrangement for 25 MT capacity Mobile Hydraulic Revolving Crane within 48 hours in the event of any breakdown or accident. No remuneration will be paid by BHEL for the period of breakdown/non-availability of crane. Alternate crane supplied shall subject to the same conditions of capacity parameters, maintenance and statutory compliance in accordance with the contract terms & conditions.
- 2.4 **Penalty:** In case bidder fails to make operational or provide alternate crane within 48 hrs. of breakdown a penalty of Rs.4000/- per day will be deducted from the running bills or from the security deposit till such time supply of crane is restored. Non restoration of crane/ non-availability of alternate crane for seven days from the date of reporting breakdown may entail BHEL to terminate the contract or forfeit the security deposit or both. Bidder shall be liable for compensating losses to BHEL due to non-availability of crane.

3.0 Payments terms:

- 3.1 No advance payments shall be made under any circumstances. Also no interest shall be paid due to delay in making payments.
- 3.2 BHEL will process bill and release payments within 30 days (from the date of submission of clear admissible bill) normally after receipt of bill.
- 3.3 Applicable GST shall be paid by BHEL on submission of GST complied invoice under Goods and Services tax(GST) Law.
- 3.4 Contractor to ensure compliance of GST law and rules applicable only supply involved in this tender and in the event of any non-compliance by contractor, implication of the same if any shall be on account of contractor.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

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NIT No: BHEL/HEEP/WEX-WCS/19-20/6460/20190146 DT 17.01.2020

3.5 Bill prepared by contractor should be pre-numbered and must contain inter-state GST registration number, PAN Number and GST category (as per Goods & Services tax act).

3.6 Tax deduction at source: - tax shall be deducted at sources and from running bill as applicable income tax rules & other statutory requirements

4.0 Other terms and conditions

4.1 The mobile Crane should be at the operational disposal of BHEL on all working days and including Sundays & Holidays during the entire contract period.

4.2 EMD for an amount of Rs. 10,340/- (**Rupees Ten Thousand Three Hundred Forty only**), from any Nationalized Bank drawn in favour of "Sr. A.O, HEEP, BHEL", payable at Haridwar shall be submitted in a separate sealed cover along with Techno commercial bid (Part-I). This contract shall be valid up to 15/04/2020 from the date of award of contract.

4.3 Following shall form part of the tender document:

- General Instructions to Tenderer
- General Terms & Conditions of Tender

Annexure- I - PQR and Special Terms & Conditions

Annexure- II - Price bid format

Annexure- III - Self Certification Affidavit

Annexure- IV - Letter to AGM (CDX)

Annexure- V - Bank Guarantee Pro forma

Annexure- VI - Checklist

4.4 Bidder shall submit the complete details of drivers in terms of their name, address and copy of their valid driving license who may be deputed for crane operation.

4.5 Self-attested copy of PAN card.

4.6 Bidder shall have ESI code number (if applicable) and submit the proof of same.

4.7 Bidder shall have PF code number (if applicable) and submit the proof of same.

4.8 Bidder shall submit a self-certification affidavit on non-judicial stamp paper valued Rs.100/- (duly notarized) as per Annexure – III

4.9 Bidder shall quote his offer price in the price bid only as per format provided at Annexure-II.

4.10 Bidders are required to fill the check list as per Annexure-VI and submit the same along with techno-commercial bid (Part-I).

4.11 Bidder shall sign each and every page of tender document as an acceptance to tender terms and conditions.

4.12 Bidder shall submit the documentary proof of GST Registration Number.

4.13 Bidder shall submit a letter to AGM (CDX) on his company letter head as per the prescribed format given at Annexure-IV.

4.14 Price bid evaluation shall be done on the Landed Cost to BHEL.

4.15 The bidder shall submit his bills by 5th day of the following month. The crane utilization days and extra hour's usage will be authorized by the user section in charge (Executive) at BHEL Haridwar. In case the bills are not submitted by 5th of the following month, these bills cannot be settled in the month in which the bills are received. All payments will be made only in the name of the bidder with whom the contract has been linked by BHEL.

4.16 The successful bidder on issue of Award of Work Letter/ LOI by BHEL shall enter into an agreement with M/s. BHEL within 10 days from issue date. The agreement shall be entered on Non-judicial stamp paper of the value of Rs.100/- to be purchased by the bidder at his own cost from Haridwar district only.

4.17 M/s. BHEL, reserves the right to accept or reject any offer or part of any offer without assigning any reasons thereof.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

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NIT No: BHEL/HEEP/WEX-WCS/19-20/6460/20190146 DT 17.01.2020

- 4.18** The contract once finalized will be valid up to 15/04/2020 from the date of award/LOI. BHEL reserves the right to cancel the contract in case of poor or bad service.
- 4.19** The contract may be extended for period of six month or part thereof with the mutual consent between BHEL, Haridwar and the contractor. However, BHEL reserves the right to extend the contract for the period of From award of work upto 15.04.2020 without any consent of contractor. The extension of contract will be subjected to same rates, terms & conditions of the contract.
- 4.20** Refueling of Crane: Bidder shall be allowed to take his crane for refueling just out of the factory material gate. The crane shall not be allowed beyond parking area outside BHEL material gate and accordingly the bidder shall arrange for refueling of crane. The crane operator shall intimate the user section for requirement of refueling in advance. The bidder shall be allowed for taking out his crane for refueling maximum five times in a month. The user section will take necessary permission from CISF for the same.
- 4.21** ARBITRATION:- All disputes arising in connection with the contract shall be settled by mutual consultation. If no such agreement is reached between the parties, the dispute shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to an arbitrator to be appointed by the Head of the Unit, (BHEL). The award of the arbitrator shall be final and binding on both the Parties. The venue of the Arbitration shall be at BHEL, Haridwar or at such place as the Arbitrator may direct. The Award to be given by the Arbitrator shall be a speaking award.
- 4.22** JURISDICTION: In case of any suit or other legal proceedings arising under or relating to this contract, the courts at Haridwar District, Uttarakhand only shall have the Jurisdiction and is only after exhausting the Arbitration Clause.
- 4.23** INDEMNITY: The Contractor shall indemnify the company against all losses, claims etc. arising out of any of his acts or out of the acts of his servants or agents.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

Name of work: "Hiring of mobile hydraulic revolving crane of 25 MT capacity for loading/unloading of consignments within BHEL premises "
NIT No: BHEL/HEEP/WEX-WCS/19-20/6460/20190146 DT 17.01.2020

UN-PRICED PRICE BID

Bidder's offer no. & Date:

Estimated Value: Rs. 5,16,942/-+ GST Extra as applicable

Period of Completion: From award of work upto 15.04.2020

Date of Opening of Techno-commercial Bid (PART-I): 04.02.2020 **EMD value:** Rs. 10340/-

Sl. No.	Description	Rate (in Rs.)	
		In Figures	In words
1	Rate per day @ 10 hrs operation	XXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXX

Rate of GST (%)	Extra @ _____ %
------------------------	------------------------

Note: If the operational hours are more than 10 the payment will be made for every extra hour (beyond 10 hrs. of operation) @ 1/10th of the quoted rate.

Name , Address of the contractor _____

Mobile No.

Landline No.

Seal & Signature of the contractor

Note:

- 1) **No cutting/ Over Writing is allowed in the entered values. In case of contradiction between quoted rate in figure and words, the same mentioned in Words will prevail. For details refer General Instructions to Tenderer of Techno-Commercial Bid.**

I/We agree with the above

Signature of Bidder/Contractor with Stamp

ANNEXURE-III

Self-Certification Affidavit

(To be executed on non-judicial stamp paper worth Rs.100/-)

To,
Addl. General Manager (CDX),
HEEP, BHEL HARIDWAR

1. We _____ (M/s) have read the Tender terms & conditions of tender no. _____ attached hereto duly signed & stamped on each page and hereby agree to abide by the said conditions.
2. We agree to keep this tender open for acceptance for a period of 120 days from the date of opening the same.
3. A sum of Rs.____/- (Rs____ Lakhs only) is herewith forwarded as EMD in the form of DD in favour "Sr. A.O, HEEP, BHEL", payable at Haridwar, noting the provision of 'Security Deposit' in the manner as provided under NIT, in case we are approved as successful tenderer.
4. The full value of EMD/PSD shall stand forfeited without prejudice to any other rights or remedies in line with the conditions stipulated and relevant to the context.
5. We as the bonafide tenderer agree and confirm as deemed to have satisfied ourselves by all conditions to be encountered during the execution of the rate contract are taken into account and that the rate are adequate and all-inclusive to accord with the provisions to the entire satisfaction of the Company.
6. We make oath and state as under: -

That, the contents submitted as statement, enclosure to the techno-commercial bid are true to the best of our knowledge and only true facts have been stated and nothing relevant has been concealed. We do hereby verify that the contents are true and correct.

7. Until a formal agreement is made and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications as may be mutually agreed between us and indicated in the letter of acceptance of the rate contract awarded on us.

8. We (Name of bidder) certify that:-

- We are not presently banned or black listed by any of the BHEL Units/Govt. of India. Also we are not presently put on hold or delisted by BHEL, Hardwar.
- We confirm that conditions given in the tender will only be applicable and any modification made thereon by the bidders will be ignored.
- We confirm that none of our Group concerns or affiliates etc. appears on the list of banned firms/companies by BHEL (List available on www.bhel.com) nor any of the Director/Partner/Proprietor of bidder/such group concern or affiliate etc. are involved with such firm/company.
- We confirm that other than us (Name of bidder), none of our Group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same Proprietor/common Partner(s)/common Director(s).
- BHEL may reject the bid or in case the contract has been awarded, then terminate the contract apart from taking any other suitable action under the contract or applicable legal provisions or BHEL guidelines, without any liability for any compensation to us (Name of bidder) if,
- BHEL discovers at any time that any statement made by us in affidavit cum undertaking is false, fraudulent or
- Any document submitted by us was fake or forged

Or if BHEL determines in its sole discretion that any statement was aimed at deliberately misleading BHEL with a view to ensure award of the subject contract to the bidder.

9. Verified and signed today, the _____(Day) of _____(Month) _____(Year) at _____(Place) in the presence of the witnesses who have appended their signature with address hereunder:

Date:

(Signature of the tenderer affixing official stamp)

Complete Address of the tenderer:

Name & Designation

Contact details:

Name & Address of witnesses: -

- 1.
- 2.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

Name of work: "Hiring of mobile hydraulic revolving crane of 25 MT capacity for loading/unloading of consignments within BHEL premises "

NIT No: BHEL/HEEP/WEX-WCS/19-20/6460/20190146 DT 17.01.2020

ANNEXURE-IV

(Letter from Bidder to AGM (CDX) regarding submission of Bid)

Addl. General Manager (CDX)
Bharat Heavy Electricals Limited
Heavy Electrical Equipment Plant
Ranipur, HARIDWAR - 249403

Sub: Bid for supply of one mobile hydraulic revolving crane of 25 MT capacity for loading/unloading of consignments within the factory premises

Dear Sir,

With reference to above tender enquiry and having examined the documents given in NIT, "Technical bid with Un-priced Price Bid - Part-I" and "Price Bid - Part-II", I/We hereby submit my/our documents / undertaking / affidavits / Earnest money as required in your NIT, in FIRST sealed envelope marked "Technical bid with Un-priced Price Bid - Part-I".

In SECOND sealed envelope marked with "Price Bid - Part-II", we have submitted our bids / best prices, in line with process of submission and opening of tender given in NIT for the above noted work and we agree with all the terms and conditions mentioned in the aforesaid documents.

I/We confirm that we have quoted our best rates.

I/We also agree to such deviations in the bill of quantities as may be ordered by you or your nominee in accordance with the terms of the aforesaid documents.

I/We also forward herewith draft for a sum of Rs. 10,340 (Rupees Ten Thousand Three Hundred Forty only), towards Earnest Money Deposit vide Bank Draft No. _____ Dated _____ issued by _____ (Bank) in favour of "Sr. A.O, HEEP, BHEL", payable at Haridwar.

I/We also agree to refer all disputes in respect of this tender or the consequent contract to an arbitrator to be appointed in accordance with the arbitration clause **No. 4.21 in Annexure - I.**

Thanking you,

SIGNATURE OF BIDDER WITH SEAL

Encl: 1. First envelope marked as "Technical Bid along with Un-priced Price Bid - Part-I".
2. Second envelope marked as "Price Bid - Part – II".

I/We agree with the above

Signature of Bidder/Contractor with Stamp

BANK GUARANTEE BOND

BG against agreement dated/...../..... in respect of Tender No. In consideration of the Bharat Heavy Electricals Limited,Division (hereinafter called 'the Company') having agreed to exempt(hereinafter called 'the said Bidder' which term includes 'Suppliers' for the purpose of this Bond) from the demand under the terms and conditions of an Agreement dt.made betweenandfor (hereinafter called 'the said Agreement') of Security Deposit for the due fulfillment by the said bidder of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.....(Rupees..... only).

1. We, (Indicate the name of Bank) (Hereinafter referred to as 'the Bank') at the request of(Bidder(s) do hereby undertake to pay to the Company an amount not exceeding Rs.against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of any breach by the said Bidder(s) of any of the terms and Conditions contained in the said Agreement.
2. We, (Indicate the name of Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said Bidder(s), of any of the terms or conditions contained in the said Agreement or by reason of the bidder(s), failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....
3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the Bidder(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Bidder(s) shall have no claim against us for making such payment.
4. We, (Indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said/ agreement and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till..... office/department/division of Bharat Heavy Electricals Limited certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said bidder(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before thewe shall be discharged from all the liability under this guarantee thereafter.
5. We, (Indicate the name of Bank), further agree with the Company that the company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said bidders) from time to time or to postpone for any time or from time to time any of the powers exercisable by the company against the said bidders and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said bidder(s) or for any forbearance, act or omission on the part of the company or any indulgence by the company to the said bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
6. This guarantee will not discharge due to the change in the constitution of the Bank or the bidder(s).
7. We, (Indicate the name of Bank), lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing.

Dated the..... day of

For (Indicate the name of Bank)

I/We agree with the above

Signature of Bidder/Contractor with Stamp

ANNEXURE-VI

Check List To Be Submitted With Techno-Commercial Bid (Part-I)

NAME OF THE BIDDER : _____

ADDRESS FOR CORRESPONDENCE: _____

NAME OF THE PERSON TO BE CONTACTED: _____

TELEPHONE NO. (OFFICE) : _____

(RESIDENCE) : _____

(MOBILE) : _____

FAX NO. : _____

E-Mail : _____

Sl. No.	PARTICULARS	Details/Status (To be filled by bidder)	Page No.
1.	EMD for Rs.10,340/- (Rupees Ten Thousand and Three Hundred Forty only)		
	Name of the Bank		
	Branch/City where DD is drawn		
	DD / Pay Order No. & Date		
2.	Notarized Power of Attorney		
3.	Self-attested copy of PAN card.		
4.	Self-attested copy of GST Registration (if available)		
5.	The average annual turnover of last three financial years i.e. 2016-2017, 2017-18 & 2018-19.		
6.	Proof of Experience in crane operations (Performance Certificate/LOI/Award letter of running/executed contract)		
7.	ESI Code No. (Proof of having Code No. to be enclosed)		
8.	PF Code No. (Proof of having Code No. to be enclosed)		
9.	Copy of RC of Crane offered for supply		
10.	Vehicle Registration No.		
11.	Copy of valid (as on date) comprehensive Insurance of Crane		
12.	Drivers Name and address		
13.	Copy of valid driving Licenses of drivers to be deployed for crane operation		
14.	Copy of latest Pollution Control Certificate		
15.	Confirmation on provision of Cell phone for crane operator		
16.	Whether Price quoted		
17.	Price Bid (Part-II) Attached		
18.	Letter to AGM (CDX) on company letter head.		
19.	Whether all the pages of tender document signed by bidder		
20.	Self-Certification Affidavit submitted		

I/We agree with the above

Signature of Bidder/Contractor with Stamp

Name of work: "Hiring of mobile hydraulic revolving crane of 25 MT capacity for loading/unloading of consignments within BHEL premises "

NIT No: BHEL/HEEP/WEX-WCS/19-20/6460/20190146 DT 17.01.2020

Annexure-X

(EM-II CERTIFICATE FORMAT)

(Only for those who are submitting EM-II Certificate, must be on letter head of chartered accountant)

This is to certify that
M/s.....,

(hereinafter referred to as 'company') having its registered office at.....
is registered under MSMED Act 5006, (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 5006 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, 5006 :

Rs.....Lacs

2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 5006:

Rs.....Lacs

(Strike off whichever is not applicable)

The above investment of Rs.....Lacs is within permissible limit of Rs.....Lacs forMicro / Small **(Strike off which is not applicable)** Category under MSMED Act 5006.

Or

The company has been graduated from its original category (Micro/ Small) **(Strike off which is not applicable)** and the date of graduation of such enterprise from its original category is.....(dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O.No.3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name

Membership number-

Seal of Chartered Accountant

I/We agree with the above

Signature of Bidder/Contractor with Stamp

Name of work: "Hiring of mobile hydraulic revolving crane of 25 MT capacity for loading/unloading of consignments within BHEL premises "

NIT No: BHEL/HEEP/WEX-WCS/19-20/6460/20190146 DT 17.01.2020

Acceptance/ No Deviation Certificate

Notwithstanding anything mentioned in our bid, we hereby accept all terms and conditions of the above tender. Or we hereby accept all terms and conditions of the above tender except the following: (Give reference to Clause Nos. of Terms & Conditions which is not acceptable)

- 1.
- 2.

Note: Any deviation specified elsewhere in the tender shall not be considered. Deviations may or may not be accepted by BHEL.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

Name of work: "Hiring of mobile hydraulic revolving crane of 25 MT capacity for loading/unloading of consignments within BHEL premises "

NIT No: BHEL/HEEP/WEX-WCS/19-20/6460/20190146 DT 17.01.2020

ANNEXURE-II

PRICE BID (Part-II)

Bidder's offer no. & Date:

Estimated Value: Rs. 5,16,942/-+ GST Extra as applicable

Period of Completion: From award of work upto 15.04.2020

Date of Opening of Techno-commercial Bid (PART-I): 04.02.2020 **EMD value:** Rs. 10340/-

Sl. No.	Description	Rate (in Rs.)	
		In Figures	In words
1	Rate per day @ 10 hrs operation		

Rate of GST (%)	Extra @ _____ %
------------------------	------------------------

Note: If the operational hours are more than 10 the payment will be made for every extra hour (beyond 10 hrs. of operation) @ 1/10th of the quoted rate.

Name , Address of the contractor _____

Mobile No. _____
Landline No. _____

Seal & Signature of the contractor

Note:

- 1) No cutting/ Over Writing is allowed in the entered values. In case of contradiction between quoted rate in figure and words, the same mentioned in Words will prevail. For details refer General Instructions to Tenderer of Techno-Commercial Bid.

I/We agree with the above

Signature of Bidder/Contractor with Stamp