

Rev 02
17th Sept
2020

NOTICE INVITING TENDER

(Document No PS:MSX:NIT)

TENDER NO.: BHEL/NR/SCT/QUALITY/CSS/1208

NAME OF WORK: Conducting Customer Satisfaction Survey and computation of Customer Satisfaction Index for BHEL Manufacturing Units, Industry Sector, PS-Regions & Engineering Centres.

Bharat Heavy Electricals Limited



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NOTICE INVITING E-TENDER (NIT)

NOTE: BIDDER MAY DOWNLOAD FROM WEB SITES

<https://bhel.abcprocure.com>

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To

Dear Sir/Madam

Sub : NOTICE INVITING E-TENDER

Sealed offers in two part bid system (National competitive bidding (NCB)) are invited from reputed & experienced bidders (meeting PRE QUALIFICATION CRITERIA as mentioned in Annexure-1) for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Following points relevant to the tender may please be noted and complied with.

1.0 Salient Features of NIT

SL NO	ISSUE	DESCRIPTION
i	TENDER NUMBER	BHEL/NR/SCT/QUALITY/CSS/1208
ii	BROAD SCOPE OF JOB	Conducting Customer Satisfaction Survey and computation of Customer Satisfaction Index for BHEL Manufacturing Units, Industry Sector, PS-Regions & Engineering Centres.
iii	DETAILS OF TENDER DOCUMENT	
a	Volume-IA	<i>Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc</i> Applicable
b	Volume-IB	<i>Special Conditions of Contract (SCC)</i> Not Applicable
c	Volume-IC	<i>General Conditions of Contract (GCC)</i> Not Applicable
d	Volume-ID	<i>Forms and Procedures</i> Applicable
e	Volume-II	<i>Price Schedule (Absolute value).</i> Applicable
iv	ISSUE OF TENDER DOCUMENTS	Tender documents will be available for downloading from BHEL website (www.bhel.com) or e-procurement portal (https://bhel.abcprocure.com) as per schedule below: Start : 05/10/2020 , Time : 1700 hrs Closes: 16/10/2020 , Time : 1500 hrs Brief information of the tenders shall also be available at central public procurement portal. (https://eprocure.gov.in/epublish/app) Applicable
v	DUE DATE & TIME OF OFFER SUBMISSION	Date : 16/10/2020, Time : 1500 hrs Place : on https://bhel.abcprocure.com Applicable
vi	OPENING OF TENDER	Date : 16/10/2020 , Time : 1530 hrs Notes: Applicable

		(1) In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day. (2) Bidder may depute representative to witness the opening of tender. For e-Tender, Bidder may witness the opening of tender through e-Procurement portal only.	
vii	EMD AMOUNT	NIL	Not Applicable
viii	COST OF TENDER	Free	
ix	LAST DATE FOR SEEKING CLARIFICATION	Five days before bid submission due date. Along with soft version also, addressing to undersigned & to others as per contact address given below; 1) Name: G.V. RAJA SEKHAR Designation: Sr. Manager Deptt: SCT Address: BHEL-PSNR, PLOT NO. 25, SECTOR – 16A, NOIDA - 201301 Phone: (Landline) 0120-2416232 Email : gvr@bhel.in 2) Name: CHITTARANJAN SWAIN Designation: MANAGER Deptt: SCT Address: BHEL-PSNR, PLOT NO. 25, SECTOR – 16A, NOIDA - 201301 Phone: (Landline) 0120 - 2416500 Email : cs@bhel.in	Applicable
x	SCHEDULE OF PRE BID DISCUSSION (PBD)		Not applicable.
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	Please refer clause no. 15.	Not Applicable
xii	LATEST UPDATES	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc. to Tender Specifications will be hosted in BHEL webpage (www.bhel.com -->Tender Notifications →View Corrigendums), Central Public Procurement portal (https://eprocure.gov.in/epublish/app) & on e-tender portal (https://bhel.abcprocure.com) and not in the newspapers. Bidders to keep themselves updated with all such information.	
xiii	Evaluation of currency for this tender shall be INR.		

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 digitally using Class III DSC & uploaded in E-Procurement Portal, 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 **Not Used.**

- 4.0 Unless specifically stated otherwise, bidder shall deposit EMD as per clause 1.9 of General Conditions of Contract.

For Electronic Fund Transfer the details are as below:-

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

b) Bank Particulars

- | | | |
|--------|--|---|
| i). | Bank Name :- | STATE BANK OF INDIA |
| ii). | Bank Telephone No.(with STD code):- | 011-23475566 |
| iii). | Branch Address:- | CAG II BRANCH, NEW DELHI
4 th & 5 th FLOOR, REDFORT CAPITAL,
PARASNATH TOWERS, BHAI VEER SINGH
MARG, GOLE MARKET, NEW DELHI-110001 |
| iv). | Bank Fax No. (with STD code) :- | 011-23475566 |
| v). | Branch Code :- | 17313 |
| vi). | 9 Digit MICR Code of the Bank Branch :- | 110002562 |
| vii). | Bank Account Number :- | 10813608647 |
| viii). | Bank Account Type :- | CASH CREDIT |
| ix). | 11 Digit IFSC Code of Beneficiary Branch:- | SBIN0017313 |

(Note :- In case of E-Tenders, proof of remittance of EMD should be uploaded in the E-Procurement Portal and originals, as applicable, shall be sent to the officer inviting tender within a reasonable time, failing which the offer is liable to be rejected.)

- 5.0 **Procedure for Submission of Tenders**: This is an E-tender floated online through our E-Procurement Site (<https://bhel.abcprocure.com>). The bidder should respond by submitting their offer online only in our e-Procurement platform at (<https://bhel.abcprocure.com>). Offers are invited in two-parts only.

Documents Comprising the e-Tender

The tender shall be submitted online ONLY EXCEPT EMD (in physical form) as mentioned below:

a. Technical Tender (UN priced Tender)

All Technical details (e.g. Eligibility Criteria requested (as mentioned below)) should be attached in e-tendering module, failing which the tender stands invalid & may be REJECTED. Bidders shall furnish the following information along with technical tender (preferably in pdf format):

- i. Earnest Money Deposit (EMD) furnished in accordance with NIT Clause 4.0. Alternatively, documentary evidence for claiming exemption as per clause 29 of NIT.
- ii. Technical Bid (without indicating any prices).

b. Price Bid:

- i. Prices are to be quoted in the attached Price Bid format online on e-tender portal.
- ii. The price should be quoted for the accounting unit indicated in the e-tender document.
- iii. Note: 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.
- iv. 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.
- v. 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.

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. **Also, uploading of the price bid in prequalification bid or technical bid may RESULT IN REJECTION of the tender.**

Digital Signing of e-Tender

Tenders shall be uploaded with all relevant PDF/zip format. The relevant tender documents should be uploaded by an authorized person having Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION digital signature certificate (DSC).

The Requirement:

1. A PC with Internet connectivity &
2. DSC (Digital Signature Certificate) (**Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION**)

BHEL has finalized the e-procurement service Provider:-

M/s AbcProcure, Ahmedabad

A-202/208, Wall Street-II, Opp. Orient Club, Nr. Gujarat College,
Ellis Bridge, Ahmedabad-380006

Office Hours:

Monday to Friday - 10:00AM to 07:30PM (IST)

1st, 3rd & 5th Saturday - 10:00AM to 06:00PM (IST)

2nd & 4th Saturday – Holiday

Respective user can contact to below numbers or send mail to bhel.support@abcprocure.com

The contact details of the service provider are given below:

The process of utilizing e-procurement necessitates usage of **DSC (Digital Signature Certificate)**

Name	Contact Nos.	e-mail ID	Role	Location
Mr. Pratik Patel	+91 (79)68136849 +91 92655 62819	Pratik.patel@eptl.in	Support Executive	HO – Ahmedabad
Mr. Nandan Valera	+91 (79)68136850	Nandan.v@eptl.in	Support Executive	HO – Ahmedabad
Mr. Nikhil Khalas		Nikhil@eptl.in	Support Executive	HO – Ahmedabad

(Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION) and you are requested to procure the same immediately, if not presently available with you. Please note that only with DSC, you will be able to login the e-procurement secured site and take part in the tendering process.

The contact details of the DSC Certifying Authority as given below:

Sl. No.	Name	Website Link
1	GNFC	www.ncodesolutions.com
2	e-Mudhra	http://www.e-Mudhra.com
3	Safescrypt	www.safescrypt.com

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

6.0 Not used.

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

- 8.0 BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).
- 9.0 Not Applicable
- 10.0 Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc. before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.
- 11.0 For any clarification on the tender document, the bidder may seek the same in writing or through e-mail and/or through e-procurement portal, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
- 12.0 BHEL may decide holding of pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.
- 13.0 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc. or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer, else BHEL's interpretation shall prevail.
- 14.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
- 15.0 Not Applicable
- 16.0 The Bidder has to satisfy the Pre-Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre-Qualification Criteria specified in this NIT as per Annexure-I (as applicable), past performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under HOLD.
- 17.0 In case BHEL decides on a 'Public Opening', the date & time of opening of the sealed PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one 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.
- 18.0 Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 19.0 Not Used
- 20.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 21.0 In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.
- 22.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 23.0 Not Applicable

- 24.0 The bidder shall submit documents in support of possession of 'Qualifying Requirements' duly self-certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.
- 25.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 26.0 The consultant / firm (and any of its affiliates) shall not be eligible to participate in tender(s) for the related works or services for the same project, if they were engaged for the consultancy services.
- 27.0 Guidelines/rules in respect of Suspension of Business dealings, Vendor evaluation format, Quality, Safety & HSE guidelines, Experience Certificate, etc. may undergo change from time to time and the latest one shall be followed. The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/contractors' is available on www.bhel.com on "supplier registration page".
- 28.0 The offers of the bidders who are on the banned/ hold list and also the offer of the bidders, who engage the services of the banned/ hold firms, shall be rejected. The list of **banned/ hold firms** is available on BHEL web site www.bhel.com.
- 28.1 Integrity commitment, performance of the contract and punitive action thereof:
- 28.1.1 **Commitment by BHEL:**
BHEL commits to take all measures necessary to prevent corruption in connection with the tender Process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.
- 28.1.2 **Commitment by Bidder/ Supplier/ Contractor:**
- (i) The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.
 - (ii) The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.
 - (iii) The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

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

- 29.0 **Micro and Small Enterprises (MSE):**
Any Bidder falling under MSE category, shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.

Type under MSE	SC/ST owned	Women owned	Others (excluding SC/ ST & Women Owned)
Micro			
Small			

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

a) MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS & DC, MSME) only if they submit along with the offer, attested copies of either Udyam Registration Certificate or EM-II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or Udyog Aadhar Memorandum (UAM) & Acknowledgement or EM-II Certificate along with attested copy of a CA certificate (format enclosed as Annexure – 3) where deemed validity of EM-II certificate of five years has expired applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the last date of Technical Bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer. Documents submitted by the bidder may be verified by BHEL for rendering the applicable benefits.

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

31.0 PREFERENCE TO MAKE IN INDIA:

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 preferences to Class I local supplier, is as defined I 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.

32.0 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.

33.0 Order of Precedence:

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

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

It may please be noted that guidelines/ circulars/ amendments/ govt. directives issued from time to time shall also be applicable.

for BHARAT HEAVY ELECTRICALS LTD
(SCT)

Enclosure:

- (i) Annexure-1: Pre Qualifying Requirements.
- (ii) Annexure-2: Check List.
- (iii) Annexure-3: Certificate by Chartered Accountant
- (iv) Annexure-4: Undertaking as per B-4 of Annexure-1 i.e. PQR
- (v) Other Tender documents as per this NIT.

ANNEXURE - 1**PRE QUALIFYING REQUIREMENTS (PQR)**

JOB	Conducting Customer Satisfaction Survey and computation of Customer Satisfaction Index for BHEL Manufacturing Units, Industry Sector, PS-Regions & Engineering Centres.
TENDER NO.	BHEL/NR/SCT/QUALITY/CSS/1208

SL NO	PRE QUALIFICATION CRITERIA	BIDDERS CLAIM IN RESPECT OF FULFILLING THE PQR CRITERIA
A	<u>TECHNICAL CRITERIA:</u> Bidder who wish to participate should have experience as follows: :	Applicable
A-1	Bidder should have executed similar work for any one of the following in the last seven years from latest date of bid submission.	
A-1.1	One (1) work of value not less than Rs. 3.60 Lakh. OR	
A-1.2	Two (2) works each of value not less than Rs. 2.25 Lakh. OR	
A-1.3	Three (3) works each of value not less than Rs. 1.80 Lakh. Note: (i) For the above criteria, actual executed value shall be considered. (ii) Value of work is to be updated as per procedure defined in explanatory notes sl. No. 4. (iii) 'Similar Works' means an instrument that helps an organisation to measure and assess their customers' level of satisfaction with different aspects of their products/services.	
A-2	Bidder should have experience in conducting Customer Satisfaction / Perception Survey of at least 5 (five) numbers industries/organizations as mentioned below during last 7 (seven) years ending on last date of bid submission. Bidder should produce relevant documents like certificate of satisfactory performance/completion from their clients and Work Order for executed job in support of above. Note : Industries/Organization above shall mean only the following: 1. Public Sector Undertakings (PSU) Organizations 2. Government Divisions 3. Private Sector Organizations - Process industries/ automobile industries /engineering/ manufacturing/ construction organizations having annual turnover of not less than Rs. 500 Crore during any of the last 7 years. However, Sister Business Units/ Divisions of same Corporate sector shall not be considered as separate organizations.	Applicable

B	<u>FINANCIAL CRITERIA:</u>	Applicable
B-1	<u>TURNOVER:</u> Bidder should have achieved an average annual turnover of Rs. 1.35 lakhs or more over last three Financial Years (FY) i.e. (2017-2018, 2018-2019, 2019-2020). Bidder shall submit the Audited Balance Sheet and Profit & Loss Account in support of this. In case audited financial statements have not been submitted for all the three years as indicated above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years. If financial statements are not required to be audited statutorily, then instead of audited financial statements, financial statements are required to be certified by Chartered Accountant.	
B-2	<u>NET WORTH:</u> Net worth (only in case of companies) of the bidder should be positive. Note: Net worth shall be calculated based on the latest Audited Accounts, as furnished for 'B-1' above. Net worth = Paid up share capital* + Reserves.	Applicable
B-3	<u>PROFIT:</u> Bidder must have earned profit in any one of the three financial years as applicable in the last three financial years as furnished for 'B-1' above. Note: PROFIT shall be PBT earned during any one year of last three financial years as in 'B-1' above.	Applicable
B-4	Bidder must not be under Bankruptcy Code Proceedings (IBC) by NCLT or under Liquidation/ BIFR, which will render him ineligible for participation in this tender and shall submit undertaking to this effect.	Applicable
C	Bidder should have valid PAN and GSTIN. Relevant supporting documents should be submitted.	Applicable
D	Price Bid Opening <u>Note:</u> Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria A to C	By BHEL
E	Consortium Bidding/JV	Not Applicable

Explanatory Notes for Technical Criteria ('A-1'):

1. For evaluation of PQR, in case Bidder alone does not meet the pre-qualifying technical criteria 'A-1' above, bidder may utilize the experience of its Parent/Subsidiary Company along with its own experience, subject to following:
 - a. The parent Company shall have a controlling stake of $\geq 50\%$ in the subsidiary company (as per Format-1).
 - b. The parent company/subsidiary company of which experience is being utilized for bidding shall submit Security Deposit (SD) equivalent to 1% of the total contract value.
 - c. The parent/Subsidiary Company and bidder shall provide an undertaking that they are jointly or severally responsible for successful performance of the contract (as per Format-2)
 - d. Parent Company/Subsidiary Company of which experience is being used for bidding, cannot participate as a 'Standalone Bidder'.
2. Completion date for achievement of the technical criteria should be in the last 7 years ending on the 'latest date of Bid Submission' of Tender irrespective of date of the start of work.
3. 'Executed' means the bidder should have achieved the technical criteria even if the contract has not been completed or closed.
4. For sl.no. 'A-1' above, Value of work is to be updated with indices for "All India Avg. Consumer Price index for industrial workers" and "Monthly Whole Sale Price Index for All Commodities" with base month as per last month of work execution and indexed up to three (3) months prior to the month of latest due date of bid submission as per following formula-

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

Where

P = Updated value of work

R = Value of executed work

X_N = All India Avg. Consumer Price index for industrial workers for three months prior to the month of latest due date of bid submission (e.g. If latest bid submission date is 02-Mar-17, then bid submission month shall be reckoned as March'17 and index for Dec'2016 shall be considered).

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

Y_N = Monthly Whole Sale Price Index for All Commodities for three months prior to the month of latest due date of bid submission (e.g. If latest bid submission date is 02-Mar-17, then bid submission month shall be reckoned as March'17 and index for Dec'2016 shall be considered).

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

BIDDER SHALL SUBMIT ABOVE PRE-QUALIFICATION CRITERIA FORMAT, DULY FILLED-IN, SPECIFYING RESPECTIVE ANNEXURE NUMBER AGAINST EACH CRITERIA AND FURNISH RELEVANT DOCUMENT INCLUSIVE OF WORK ORDER AND WORK COMPLETION CERTIFICATE ETC IN THE RESPECTIVE ANNEXURES IN THEIR OFFER.

Credentials submitted by the bidder against "PRE QUALIFYING CRITERIAS" shall be verified for its authenticity. In case, any credential (s) is/are found unauthentic, offer of the bidder is liable to the rejection. BHEL reserves the right to initiate any further action as per extant guidelines for Suspension of Business Dealings.

Format-1**Certificate for relationship between Parent Company / Subsidiary Company and the bidder**

To,

.....

.....

Dear Sir,

Sub: Bid for NIT Nodated..... for “.....” (name of the tender).

We hereby certify that M/s..... is Parent Company/ Subsidiary Company of M/s.....(the bidder) and details of equity holding of the Parent Company in Subsidiary Company as on(not earlier than seven days prior to the Bid Submission Date) are given as below:

Name of Parent Company	Name of Subsidiary Company	Percentage of Equity Holding of Parent Company in Subsidiary Company

(Insert Name and Signature of Statutory Auditor or practicing Company Secretary of the Bidder)

Format-2**Undertaking from the Parent Company/ Subsidiary Company of the bidder**

(On the Letter Head of Parent Company/ Subsidiary Company, as applicable)

From,

Name:

Full Address:

Telephone No.:

E-mail address:

Fax/No.:

To,

.....

.....

Dear Sir,

We refer to the NIT No..... dated..... for “.....” (name of the Tender).

“We have carefully read and examined in detail the NIT/Tender Terms and Conditions, including in particular, Clause of the NIT/Tender, regarding submission of an Undertaking, as per the prescribed Format 1 of the NIT/ Tender.

We confirm that M/s..... (the Bidder) has been authorized by us to use our Technical capability for meeting the Technical Criteria as specified in Clause.....of the PQR of the NIT/Tender referred above.

We agree to submit the Security Deposit equivalent to 1% of the total contract value in addition to Security Deposit to be submitted by Bidder as per Clause.....of the NIT/Tender for fulfilment of all obligations in terms of provisions of the contract, in the event of(the Bidder) being selected as the Successful Bidder.

We confirm that we along with M/s.....(the bidder), are jointly or severally responsible for successful performance of the contract.

We confirm that our company shall not participate in the above tender as a ‘Standalone Bidder’ or as a ‘Consortium bidder’ and also shall not authorize any other bidder to use our Technical capability for the above tender.

All the terms used herein but not defined, shall have the meaning as ascribed to the said terms under the referred NIT/Tender.

Signature of Managing Director/Authorized signatory of Parent/ Subsidiary Company

ANNEXURE - 2**CHECK LIST****NOTE: - Tenderers are required to fill in the following details and no column should be left blank**

1	Name of the Tenderer		
2	Address of the Tenderer		
3	Type of the Firm/ Company		
(i)	In case of Individual Tenderer	His / her full name, address and place & nature of business shall be furnished along with the offer.	
(ii)	In case of Partnership Firm	The names of all the partners and their addresses, A copy of the partnership deed/instrument of partnership duly certified by the Notary Public shall be furnished along with the offer.	
(iii)	In case of Companies	a) Date and place of registration including date of commencement certificate in case of Public Companies (certified copies of Memorandum and articles of Association are also to be furnished). b) Nature of business carried on by the Company and the provisions of the Memorandum relating thereof.	
4.a	Details of Contact person for this Tender	Name : Mr/ Ms Designation: Telephone No: Mobile No: Email ID:	
4.b	Details of alternate Contact person for this Tender	Name : Mr/ Ms Designation: Telephone No: Mobile No: Email ID:	
5	EMD DETAILS	Mode of payment: Demand Draft/ NEFT/ RTGS/ OTHER Details of Transaction:	
6	Validity of Offer	TO BE VALID FOR SIX MONTHS FROM DUE DATE	
	DESCRIPTION	APPLICABILITY (BY BHEL)	ENCLOSED BY BIDDER
7	Whether all pages of the Tender documents including annexures, appendices etc are read and understood	Applicable	Yes/ No
8	Whether the format for compliance with PRE QUALIFICATION CRITERIA (ANNEXURE – 1) is understood and filled with proper supporting documents referenced in the specified format	Applicable	Yes/ No
9	Audited Balance Sheet and profit & Loss Account for the last three years	Applicable	Yes/ No
10	Copy of PAN Card	Applicable	Yes/ No
11	Copy of GST registration	Applicable	Yes/ No

SL. NO.	DESCRIPTION	APPLICABILITY (BY BHEL)	ENCLOSED BY BIDDER
12	Offer forwarding letter / tender submission letter	Applicable	Yes/ No
13	Declaration by Authorised Signatory	Applicable	Yes/ No
14	Declaration by Authorised Signatory regarding Authenticity of submitted documents	Applicable	Yes/ No
15	No Deviation Certificate	Applicable	Yes/ No
16	Declaration for relation in BHEL	Applicable	Yes/ No
17	Non-Disclosure Certificate	Applicable	Yes/ No
18	Bank Account Details for E-Payment	Applicable	Yes/ No
19	Format for seeking clarification	Applicable	Yes/ No
20	Power of Attorney for Submission of Tender/Signing Contract Agreement	Applicable	Yes/ No

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

**DATE :
SIGNATORY**

AUTHORISED
(With Name, Designation and Company seal)

ANNEXURE – 3**Certificate by Chartered Accountant on letter head**(applicable upto 31st March'2021 in line with MSME notification no. S.O. 2119 (E), dated 26th June'2020)

This is to Certify that M/S ,
 (hereinafter referred to as 'company') having its registered office at
 is registered under MSMED Act 2006, (Entrepreneur
 Memorandum No (Part—II)/ Udyam Registration Certificate No.
 dtd:
 Category: (Micro/Small/Medium)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year..... as per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No. S.O.1722(E) dated October 5, 2006:
Rs Lacs
2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the **MSMED** Act, 2006:
Rs Lacs
3. **For Enterprises** (having EM-II Certificate/ valid NSIC Certificate or Udyog Aadhar Memorandum): Investment in plant and machinery or equipment is Rs..... Lacs and turnover is Rs.
Lacs (as notified in MSME notification no. S.O. 2119 (E) dated 26.06.2020)
4. **For Enterprises** (having EM-II Certificate/ valid NSIC Certificate or Udyog Aadhar Memorandum): Investment in plant and machinery or equipment is Rs..... Lacs and turnover is Rs.
Lacs (as notified in MSME notification no. S.O. 2119 (E) dated 26.06.2020)

(Strike off whichever is not applicable)

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

Or

The enterprise has been graduated upward from its original category (micro/small/medium) (*strike off which is not applicable*), the enterprise shall maintain its prevailing status till expiry of one year from the close of year of registration, as notified vide S.O. No. 2119 (E) dated 26.06.2020 published in the gazette notification dated 26.06.2020 by Ministry of MSME.

Or

The enterprise has been reverse-graduated from its original category (micro/small/medium) (*strike off which is not applicable*), the enterprise will continue in its present category till the closure of the financial year and it will be given the benefit of the changed status only with effect from 1st April of the financial year following the year in which such change took place, as notified vide S.O. No. 2119 (E) dated 26.06.2020 published in the gazette notification dated 26.06.2020 by Ministry of MSME.

Date:

(Signature)

Name:

Membership Number:

Seal of the Chartered Account

ANNEXURE – 4

UNDERTAKING

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

To,

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

Dear Sir/Madam,

Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS

Ref: NIT/Tender Specification No:

I/We, _____

declare that, I/We am/are not under insolvency resolution process or liquidation or Bankruptcy Code Proceedings (IBC) as on date, by NCLT or any adjudicating authority/authorities, which will render us ineligible for participation in this tender.

**Sign. of the AUTHORISED SIGNATORY
(With Name, Designation and Company seal)**

Place:

Date:

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20.0	TENTATIVE LIST OF BHEL SITES & CUSTOMER LOCATIONS (SITES/HQ) - ANNEXURE-II

Invitation for Sealed Offers (in **Two Parts** comprising **Part-I: Techno-commercial Bid** and **Part-2: Price Bid**) from experienced companies having sound organizational capability to meet BHEL's requirement for conducting Customer Satisfaction Survey with high degree of accuracy and timeliness. The organization shall have a countrywide network with their own offices and employees available at major cities for effective and timely coordination with BHEL Manufacturing Units (HEEP-Haridwar, CFFP-Haridwar, HEP – Bhopal, HPBP – Trichy, HPEP – Hyderabad, EDN – Bangalore, TP – Jhansi, EPD – Bangalore, BAP – Ranipet, HERP – Varanasi, IVP – Goindwal, FSIP – Jagdishpur, CFP – Rudrapur, ESD – Bangalore, PESD – Hyderabad, HPVP – Vizag), Power Sector (HQs, Regions & PEM), Industry Sector (RODs, IPM, TBSG, CPP, ESSG, RE, TBG, WB, DABG, IPE) and Customers at various locations spread all over India for carrying out Customer Satisfaction/Perception Survey for BHEL.

1.0	INTRODUCTION BHEL, one of the largest engineering and manufacturing company in India, is engaged in Design, Engineering, Manufacturing, Erection, Commissioning and Services After Sales of a wide range of products/systems in the area of Power, Transmission, Industry, Transportation, Renewable Energy, Oil & Gas and Defense. With its corporate office located at New Delhi, BHEL has 16 Manufacturing Units, 02 Repair Units, 04 Power Sector Regions, PEM, 08 Regional Service Centers, 03 Overseas Offices, 01 Subsidiary, 03 Joint Ventures and 15 Regional Marketing Centers. The services of the contractor finalized through this tender for conducting Customer Satisfaction/ Perception Surveys will be utilized by all BHEL Manufacturing Units, Power Sector Regions, PEM, ISG, PESD and 2 Business Sectors (Power Sector and Industry Sector), who plan to go for such a survey (a list of BHEL Mfg. Units, Power Sector Regions, Industry Sector Divisions is given as Annexure - I). BHEL shall utilize the services for a period of <u>One</u> Year from the date of award of contract. The survey will approximately cover 577 customer respondents at 129 locations in 27 States/UTs across the country (A tentative list of BHEL Sites/Offices, Customer Headquarters and other locations is given as Annexure – II. The final list is to be decided during the pre-survey workshop).
2.0	SCOPE OF WORK The Scope of Work consists of conducting Customer Satisfaction/Perception Survey at identified locations as detailed elsewhere in the tender and generation of Customer Satisfaction Index (CSI) as per appropriate methodology and statistical analysis for each Manufacturing Unit, Regions, Business Sector and division. The detailed Scope of Work is as follows:
2.1	PRE-SURVEY
2.1.1	The contractor will participate in pre-survey workshop(s) with BHEL to identify and finalize the following:
2.1.1.1	SCOPE OF PRE-SURVEY Identification and finalization of:
2.1.1.1.1	Projects to be covered under survey

2.1.1.1.2	Customers Respondents and locations for Main Survey. Generally, 1 to 3 respondents at different levels of Customers per location shall be identified. The locations can be Head Quarters, Sites and any other Functional group of the Customer. The levels can be CMD/CEO, Director, and Chief Engineer of various disciplines, Site in-charge and Executing Heads of various disciplines. The disciplines are like Construction, O&M (Operations & Maintenance), Material Management, Head Quarter Functions (Engineering, Quality Management, Contracts, Project Management, Finance, Technical Functions, etc.)
2.1.1.2	Time Frame Identify the timeline for pre-survey activities, Main Survey and post-survey activities.
2.1.1.3	Definitions and attributes
2.1.1.3.1	Definitions and attributes shall include (as minimum) the following processes:
2.1.1.3.1.1	Marketing
2.1.1.3.1.1.1	Presales Activities
2.1.1.3.1.1.2	Contract Management
2.1.1.3.1.2	Project Engineering Management
2.1.1.3.1.2.1	Project Engineering including system engineering
2.1.1.3.1.2.2	Engineering Documentation
2.1.1.3.1.2.3	BOI Supplies
2.1.1.3.1.3	Supplies
2.1.1.3.1.3.1	Delivery Process
2.1.1.3.1.3.2	Product Condition at arrival
2.1.1.3.1.3.3	Quality & Product performance
2.1.1.3.1.4	Project Installation & Management
2.1.1.3.1.4.1	Project Erection & Commissioning
2.1.1.3.1.4.2	Project Closure
2.1.1.3.1.5	Services After Sales
2.1.1.3.1.5.1	Ease of sourcing / ordering O&M spare parts
2.1.1.3.1.5.2	Pre-assessment of requirement of spares for undertaking service jobs
2.1.1.3.1.5.3	Timely completion of over hauling jobs
2.1.1.3.1.5.4	Redressal of post overhauling problems
2.1.1.3.1.5.5	Redressal of Customer Complaints
2.1.1.3.1.5.6	Accessibility of Technical Personnel
2.1.1.3.1.5.7	Quality and adequacy of Service personnel
2.1.1.3.1.5.8	Post overhauling performance of equipment / system
2.1.1.3.1.5.9	Price of Service jobs / Spares
2.1.1.3.1.5.10	Response to emergency / deputation of service personnel in emergency
2.1.1.3.1.6	Brand Image
2.1.1.3.1.6.1	Market Leadership
2.1.1.3.1.6.2	Innovation & Technology
2.1.1.3.1.6.3	Customer focus
2.1.1.3.1.6.4	Quality
2.1.1.3.1.6.5	Timely Delivery
2.1.1.3.1.6.6	Cost Effectiveness for Products/ Main Equipment
2.1.1.3.1.6.7	Cost Effectiveness for Spares

2.1.1.3.2	Definitions and attributes to obtain Brand Image of our company from our Customers.
2.1.1.3.3	Definitions and attributes for any other processes to be identified in the pre-survey workshop.
2.1.1.4	Draft Survey Instrument (Questionnaire) The draft survey instrument shall be designed to obtain adequate data for the following:
2.1.1.4.1	To obtain response from Customers through at least five response levels as given below (or equivalent) for every attributes (question) i) Highly Dissatisfied ii) Dissatisfied iii) Somewhat Satisfied iv) Satisfied v) Highly Satisfied Wherever the scoring is i, ii & iii, specific 'suggestions' / 'areas to be improved' have to be obtained from Customers.
2.1.1.5	CSI Calculation Methodology
2.1.1.5.1	To calculate Customer Satisfaction Index (CSI) following factors shall be used as important factors for analysis: i) Product/System/Service performance (Quality) ii) Delivery / Execution iii) Service after Sales
2.1.1.5.2	The calculation methodology of CSI shall be finalized in consultation with BHEL.
2.1.1.5.3	To obtain Benchmark rating from customer for every attribute (In Comparison with competitors with whom the customers have operating experience).
2.1.1.5.4	To obtain 'Customer Loyalty' rating based on the attributes to be agreed during the pre-survey Workshop. (e.g. Loyalist, defector, critic etc)
2.2	SURVEY
2.2.1	Finalizing the questionnaire after discussing with BHEL.
2.2.2	It would be the primary responsibility of the contractor to contact respondents and elicit response from them. However, BHEL will provide assistance wherever required.
2.2.3	Contractor shall ensure that appropriate hierarchy of surveyors is maintained during surveys in accordance with hierarchy of respondent of Customers.
2.2.4	Conductance of survey shall be through an online mode. All the respondents shall be provided with a dedicated link with where they can fill in their responses to the questionnaire after proper authentication. The respondents shall be allowed to fill in their responses in multiple sessions.
2.2.5	The contractor shall provide periodic status reports during survey period, on fortnightly basis, to the BHEL Power Sector-Marketing who is nodal agency for this survey.
2.2.6	The contractor shall keep the filled-in questionnaire in safe custody and shall provide to BHEL if any such filled-in questionnaire is required.
2.3	POST SURVEY
2.3.1	Compiling the data and suitable Statistical Analysis of the responses: Analysis shall include but need not be limited to: Customer Satisfaction Index (computed as per the methodology agreed during Pre Survey Workshop with BHEL) for:

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	- Overall BHEL - Overall Power Sector - Overall Industry Sector - Overall Manufacturing Units - Power Sector Division wise (PSER, PSWR, PSNR, PSSR, PS-Mktg- Thermal & Gas, PS-Mktg - HBG, PS-Mktg - NBG, SSBG, PCSG, PS-PMG) - - Engineering Centre wise (ISG – Bengaluru, PC – Chennai, PEM – Noida, PESD–Hyderabad, TBG-Noida) - Manufacturing Unit Wise (HEEP–Haridwar, HEP–Bhopal, HPBP & SSTP–Trichy, HPEP–Hyderabad, TP–Jhansi EDN– Bengaluru, EPD–Bengaluru, BAP–Ranipet, HERP–Varanasi, IVP–Goindwal, FSIP–Jagdishpur, CFP–Rudrapur, HPVP–Vizag) - Customer Wise (individual customers, PSU/Private customers etc) - Product/project/process wise - Attribute wise (e.g. Image, Quality, Delivery, Capability, Technical Support, Warranty & Guaranty, Price, etc.) - Benchmark with competitors - Any other aspect as agreed during the pre-survey workshop with BHEL
2.3.2	Computation of Customer Satisfaction Index (CSI):
2.3.2.1	Computation of Customer Satisfaction Index (CSI) – a numerical figure, as per the above parameters as per the agreed methodology.
2.3.2.2	The contractor shall provide calculation sheet of CSI to BHEL which shall contain details of actual calculations for arriving at CSI.
2.3.3	Identification of:
2.3.3.1	Areas of Strengths for further consolidation
2.3.3.2	Areas for improvement pertaining to customer satisfaction
2.3.3.3	Performance rating of competitors’ products & services used as benchmarks
2.3.3.4	Specific or any notable customer comments, which require immediate action/attention of BHEL
2.3.3.5	Analysis of customer comments and recommendations for improvement.
2.3.3.5.1	Identification of priority areas requiring Top Management focus for improving Customer Satisfaction across the Customer base
2.3.3.5.2	Wherever the ratings are low (‘Dissatisfied’, ‘Needs improvement’ and ‘Good’), indicate the identity of customers and their expectations, BHEL’s performance and their suggestions for improvement. This is to enable BHEL understand the problem clearly and also to take focused actions at BHEL.
2.3.3.5.3	Verbatim comments of the Customers (voice of customer)
2.3.3.5.4	Comparison of company’s performance, benchmarked with competitors, as perceived by Customers.
2.3.3.5.5	Customer Loyalty
2.3.3.5.6	Suggested recommendations for improvement in overall rating and ratings in specific areas.
2.3.4	PREPARATION OF DRAFT REPORT, DISCUSSION AND SUBMISSION OF FINAL REPORT:

	Contractor shall submit a preliminary / draft report to the executing authority prior to making Top Management presentation. BHEL will approve the final report. The report shall include requirements of sl no. 2.3.1 to 2.3.3.
2.3.5	FEEDBACK PRESENTATION Feedback presentation to management of BHEL for all divisions / units as mentioned in 2.3.1 through workshop(s) and facilitation for Action Planning by providing all back up data and required clarifications and suggestions during the workshop
2.3.6	REPORT COPIES Thirty Five (35) Hard Copies and one Soft copy of the final accepted report will be provided to the BHEL Power Sector-Marketing, for the survey conducted.
3.0	MANPOWER REQUIREMENT The bidder shall have at least 20 number of experienced (minimum 2 years) qualified surveyors on their rolls/ contract who have conducted identical Customer Satisfaction/Perception Surveys with reputed organizations like the ones mentioned in the Qualifying and Eligibility criteria. The bidder shall provide the list of such qualified surveyors along with their offer.
4.0	BIDDER'S DECLARATION Bidders shall confirm that they have adequate resources to conduct this survey for all Manufacturing Units /Regions/Divisions/Sectors of BHEL simultaneously, including report submission within the completion period as per Clause No. 10.
5.0	CONFIDENTIALITY All the data collected, reports generated shall be kept confidential and shall be property of BHEL. Any loss at any stage sustained by BHEL by breach of contract shall be ascertained by BHEL and shall be made good by the contractor.
6.0	PRICE SCHEDULE Bidder shall quote price in the format enclosed as "Volume - III" for the scope of work specified in this document.
7.0	TERMS OF PAYMENT
7.1	The terms of payment to the contractor will be by BHEL as given below:
7.1.1	10% of Contract value on finalization and approval of survey instrument (Questionnaire) after the completion of Pre-Survey, duly certified by the executing authority i.e. Power Sector-Mktg.
7.1.2	35% of Contract value on completion of Survey, duly certified by the executing authority in BHEL
7.1.3	35% of Contract value after submission of Draft report on the survey conducted and presentation to BHEL on findings and analysis of the survey conducted and conducting Action Planning Workshop as duly certified by the executing authority i.e. Power Sector-Mktg.
7.1.4	20% of Contract value on submission of thirty five (35) hard copies and one soft copy of report and acceptance of report by the executing authority i.e. Power Sector-Mktg.
7.2	Any Bank charges are to be borne by the contractor.
7.3	Any income tax liability of the Contractor at source shall be deducted in accordance with Indian Income Tax law as applicable from time to time and necessary certificate in respect of such deduction in accordance with Law shall be furnished to the Contractor at his written request to BHEL.

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7.4	Payment shall be made against submission of original invoice + three (3) copies, complete in all respect, accompanied by certificate/measurement sheet, jointly signed by BHEL coordinators of respective Manufacturing Unit/Region/ Division /EC, if applicable. The payment shall be made within 30 days of submission of invoice. However no extra payment shall be made in the event of delay in release of payment within 30 days.
7.5	Based on CVC directives, E-Payment would be the preferred mode of payment. Hence, vendors are requested to confirm their acceptance to E-Payment in their offer along with bank details.
8.0	INSURANCE
8.1	It is the sole responsibility of the bidder to insure his workman against accident and injury while at work as required by relevant rules and to pay compensation, if any, to workmen as per workmen's compensation Act. Contractor shall insure his staff against accidents/injuries. Bidder has to take insurance cover for his tools & plants, assets etc. The work will be carried out in a protected area and all the rules and regulations of the client / BHEL in the area of project which are in force from time to time, will have to be followed by the contractor.
8.2	If due to negligence and /or non-observations of safety and other precautions, any accident / injury occur to any other person/public, the Contractor shall have to pay necessary compensation and other expenses, if so decided by the appropriate authorities. Third party insurance coverage is to be made by the contractor.
8.3	These insurance covers have to be taken prior to start of work at project and bidder shall make available the policy to BHEL for necessary verification before commencement of work. However, irrespective of such verification/ acceptance, the sole responsibility to maintain adequate insurance cover for his workmen, T&P, assets etc at all times during the period of contract shall lie with bidder. Regarding the aforesaid insurance cover, bidder shall directly deal with the Insurance Company for all matters regarding the insurance in his scope
8.4	If due to contractor's carelessness, negligence or non-observance of safety precautions damage to BHEL's /Customer's property and personnel should occur, and if BHEL is unable to recover, in full cost from the Insurance Company, the balance will be recovered from the Contractor.
9.0	SECURITY DEPOSIT
9.1	Upon acceptance of Tender, the successful Tenderer should deposit the required amount of Security Deposit towards fulfilment of any obligations in terms of the provisions of the contract. The total amount of Security Deposit will be 5% of the contract value.
9.2	The security Deposit should be furnished before start of the work by the contractor.

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9.3	The 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) 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). iv) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format for Security Deposit shall be in the prescribed formats. v) 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). vi) Security deposit can also be recovered at the rate of 10% of the gross amount progressively from each of the running bills of the contractor till the total amount of the required security deposit is collected. However in such cases at least 50% of the required Security Deposit should be deposited in any form as prescribed before start of the work and the balance 50% may be recovered from the running bills as described above. (Note: In case of small value contracts not exceeding INR 20 lakhs, work can be started before the required Security Deposit is collected. However, payment can be released only after collection/ recovery of initial 50% Security Deposit). Note: 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.
9.4	The Security Deposit shall not carry any interest.
9.5	In case the value of work exceeds / reduces from the awarded / accepted value, the Security Deposit shall be correspondingly enhanced / reduced as given below: i) The enhanced part of the Security Deposit shall be immediately deposited by the Contractor or adjusted against payments due to the Contractor. ii) There will be no reduction in Security Deposit value in case of variation in contract value upto the lower limit specified in Quantity variation clause. In case of reduction of contract value beyond the lower limit specified in Quantity Variation clause, then the Security Deposit shall be readjusted in proportion. iii) In case of reduction, the reduced Contract value shall be certified by BHEL Official after ascertaining / freezing of contract quantity. The reduced Security Deposit value can only be considered after taking into account the adequacy of the securities held by BHEL to meet the liabilities of the contractor for the contract, and the performance of the contract in general. In such cases, the revised value of Security Deposit shall be worked out only after execution of not less than the lower limit of the

	revised scope of work/contract value as per quantity variation clause, and as certified by BHEL Official. This reduction in value of Security Deposit shall not entitle the contractor to any amendment of Contract and shall be operated at the discretion of BHEL. iv) Contract value for the purpose of operating the reduced/increased value of Security Deposit due to Quantity Variation, shall be exclusive of Price Variation Clause, Over Run Compensation and Extra works done on manday rates. v) The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of BHEL.
9.6	The validity of Bank Guarantees, if any submitted by bidder towards Security Deposit, shall be initially upto the completion period as stipulated in the Letter of Intent/ Award + 3 months, and the same shall be kept valid by proper renewal till the acceptance of Final Bills of the Contractor, by BHEL.
9.7	BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit against any claims of other contracts with BHEL.
9.8	RETURN OF SECURITY DEPOSIT Security Deposit shall be refunded/Bank Guarantee(s) released to the Contractor along with the 'Final Bill' after deducting all expenses/other amounts due to BHEL under the contract / other contracts entered into with them by BHEL.
10.0	COMPLETION PERIOD The entire work under this scope shall be successfully completed in all respect within eight (08) weeks from the date of placement of Purchase Order. .
11.0	ACTIVITY SCHEDULE Time period for completion of pre-survey, survey & post-survey is to be decided in the pre-survey workshop. The contractor's scope of work will be deemed to have been completed in all respect, only when all the activities are completed satisfactorily and so certified by BHEL. The decision of BHEL in this regard shall be final and binding on the contractor. If required the contract may be extended for a mutually agreed period on existing terms and conditions.
12.0	LIQUIDATED DAMAGES If the bidder fails to adhere to the time schedule indicated in Clause no. 10.0, BHEL shall have the right to recover as liquidated damages a sum equivalent to 0.5% of the total price of the contract for delay of each day. However, the total liability for such delay shall not in any case exceed 10 % (ten percent) of the contract price.

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13.0	CONTRACT PRICE The bidder shall quote their rate as per Volume-III, rate/price schedule only. Any variation in contract price w.r.t. change in number of respondents as mentioned in clause 14.0 shall be on pro-rata basis.
14.0	NUMBER OF RESPONDENTS The number of respondents shall be 600, with a permissible variation of +/- 5%. Any variation from above number of respondents shall lead to change in contract price as per clause 13.0.
15.0	TAXES AND DUTIES
15.1	Price quoted should be inclusive of all applicable Taxes/charges but Excluding GST. The Contractor shall pay all other taxes, fees, royalty, commission etc. which may be levied on the contractor in executing the contract. In case BHEL is forced to pay any of such taxes, it shall be recovered from Contactor's bills or otherwise as deemed fit. GST Shall be payable extra as per following :
15.2	Contractor/Vendor has to issue invoice indicating HSN/SAC code, Description, Value, Rate, applicable tax and other particulars in compliance with the provisions of relevant GST Act and Rules made thereunder. With the implementation of e-way bill provisions, contractor shall comply with same as applicable.
15.3	Vendor has to submit GST compliant invoice within seven days from the due date of invoice as per GST Law. In case of delay, BHEL reserves the right of denial of GST payment if there occurs any hardship to BHEL in claiming the input thereof. In case of goods, vendor has to provide scan copy of invoice & GR/LR/RR to BHEL before movement of goods starts. Special care should be taken in case of month end transactions.
15.4	GST amount claimed in the invoice shall be released on fulfilment of all the following conditions by the Contractor : - - Supply of goods and/or services have been received by BHEL. - Original Tax Invoice has been submitted to BHEL. - Respective invoice has appeared in BHEL's GSTR - 2A for the month corresponding to the month of invoice. Alternatively, BG of appropriate value may be furnished which shall be valid at least one month beyond the due date of confirmation of relevant payment of GST on GSTN portal or sufficient security is available to adjust the financial impact in case of any default by the contractor.
15.5	TDS under GST law as applicable shall be deducted.
15.6	Contractor shall be solely responsible for discharging his GST liability according to the provisions of GST Law and BHEL will not entertain any claim of GST/interest/penalty or any other liability on account of failure of contractor in complying the provisions of GST Law or discharging the GST liability in a manner laid down thereunder
15.7	In case declaration of any invoice is delayed by the vendor in his GST return or any invoice is subsequently amended/altered/deleted on GSTN portal which results in any adverse financial implication on BHEL, the financial

	impact thereof including interest/penalty shall be recovered from the Contactor's due payment.
15.8	Any denial of input credit to BHEL or arising of any tax liability on BHEL due to non-compliance of GST Law by the Contractor in any manner, will be recovered along with liability on account of interest and penalty (if any) from the payments due to the Contactor.
15.9	The admissibility of GST, taxes and duties referred in this chapter or elsewhere in the contract is limited to direct transactions between BHEL & its Contractor. BHEL is not responsible for any liability that may arise due to any transaction beyond the direct transaction between BHEL & its Contractor.
15.10	Variation in Taxes & Duties: Any upward variation in GST shall be considered for reimbursement provided supply of goods and services are made within schedule date stipulated in the contract or approved extended schedule for the reason solely attributable to BHEL. However downward variation shall be subject to adjustment as per actual GST applicability. In case the Government imposes any new levy/tax on the output service/goods after price bid opening, the same shall be reimbursed by BHEL at actual. The reimbursement under this clause is restricted to the direct transaction between BHEL and its contractor only and within the contractual delivery period only. In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer but before opening of the price Bid, the Bidder/Contractor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of price bid. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.
15.11	Modalities of Tax Incidence on BHEL: Where GST law permits more than one option or methodology for discharging liability of tax/ levy/ duty; the contractor shall approach BHEL before choosing any option to discharge his tax liability. BHEL shall have the right to direct the contractor to adopt the appropriate option considering the amount of tax liability on BHEL as well as procedural simplicity with regard to assessment of the liability. The option chosen by BHEL shall be binding on the contractor for discharging the obligation of BHEL in respect of the tax liability to the contractor.
16.0	PRICE VARIATION CLAUSE Not applicable.
17.0	OVER RUN COMPENSATION Not applicable.
18.0	MOBILISATION ADVANCE Not applicable.

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ANNEXURE I

LIST OF BHEL MANUFACTURING UNITS, POWER SECTOR REGIONS & PEM AND INDUSTRY SECTOR DIVISIONS

1. Power Sector – Marketing (PS-Mktg)
Thermal & Gas: BHEL House, Siri Fort, NEW DELHI-110049
Hydro: Advant Navis Business Park, Plot No. 7, Sector-142, Corporate Office, Noida Express Way, NOIDA 201305 (Uttar Pradesh)
Nuclear: HRDI & ESI Complex, Plot No.25, Sector 16A, NOIDA–201 301 (Uttar Pradesh)
2. Industry Sector (IS) - RODs, IPM, TBSG, CPP, ESSG, RE, WB, DABG, IP
Integrated Office Complex, Lodhi Road, New Delhi-110003
3. Spares & Services Business Group (SSBG)
2nd Floor, Kribhco Bhawan, A8-10, Sector-1, NOIDA-201301 (Uttar Pradesh)
4. Corporate Quality
BHEL House, Siri Fort, NEW DELHI-110049
5. Project Closure Synergy Group (PSCG)
Advant Navis Business Park, Plot No. 7, Sector-142, Corporate Office, Noida Express Way, NOIDA 201305 (Uttar Pradesh)
6. Power Sector–Northern Region (PS-NR)
Plot No.25, Sector 16A, NOIDA–201 301 (Uttar Pradesh)
7. Power Sector–Eastern Region (PS-ER)
BHEL Bhawan, Plot No.9/1, Sector-II, Salt Lake City, KOLKATA–700 091 (West Bengal)
8. Power Sector–Western Region (PS-WR)
Shree Mohini Complex, 345, Kingsway, NAGPUR– 440 001 (Maharashtra)
9. Power Sector–Southern Region (PS-SR)
No.690 (Old No. 474), Anna Salai, Nandanam, CHENNAI–600 035 (Tamil Nadu)
10. Project Engineering Management (PEM)
HRDI & ESI Complex, Plot No.25, Sector 16A, NOIDA–201 301 (Uttar Pradesh)
11. Heavy Equipment Repair Plant (HERP)
Tarna, Shivpur, Varanasi-221003 (Uttar Pradesh)

TENDER NO – BHEL/NR/SCT/QUALITY/CSS/1208		
VOLUME _____	TECHNICAL CONDITIONS OF CONTRACT	PAGE 13 OF 18

12. Power Sector Project Management Group (PS-PMG)
Thermal & Gas - BHEL House, Siri Fort, NEW DELHI-110049.
Hydro: Advant Navis Business Park, Plot No. 7, Sector-142, Corporate Office, Noida Express Way, NOIDA 201305 (Uttar Pradesh)
Nuclear: HRDI & ESI Complex, Plot No.25, Sector 16A, NOIDA–201 301 (Uttar Pradesh)
13. Industry Sector Project Management Group (IS-PMG)
Integrated Office Complex, Lodhi Road, New Delhi-110003
14. IS-Transmission Business Group (TBG)
5th Floor, Tower-A, Advant Navis Business Park, Plot No. 7, Sector-142, Express Way, Noida, Dist. Gautam Budh Nagar 201305 (Uttar Pradesh)
15. Heavy Electrical Equipment Plant (HEEP),
Ranipur, Haridwar-249 403 (Uttarakhand)
16. High Pressure Boiler Plant (HPBP) and Seamless Steel Tube Plant (SSTP)
Tiruchirappalli-620 014 (Tamil Nadu)
17. Electro-Porcelains Division (EPD)
Prof. C.N.R. Rao Circle, Opp. Indian Institute of Science, Malleswaram, Bengaluru - 560012
18. Fabrication, Stamping and Insulator Plant (FSIP)
Jagdishpur Industrial Area, Distt. - Amethi 227 817 (Uttar Pradesh)
19. Component Fabrication Plant (CFP)
Rudrapur-263153, District-Udham Singh Nagar (Uttarakhand)
20. Project Engineering & Systems Division (PESD)
Ramachandrapuram, Hyderabad-502032
21. Heavy Electrical Plant (HEP)
Piplani, Bhopal-462 022
22. Transformer Plant (TP)
PO: BHEL, Jhansi - 284 120 (Uttar Pradesh)
23. Central Foundry Forge Plant (CFFP)
Ranipur, Haridwar - 249403, Uttarakhand
24. Heavy Power Equipment Plant (HPEP)
Ramachandrapuram, Hyderabad - 502 032
25. Industrial Valves Plant (IVP)
433, Industrial Complex, Goindwal-143 422, Distt. Tarn Taran (Punjab)
26. Power Plant Piping Unit (PPPU)
Thirumayam - 622 507, Pudukkottai - Dist (Tamil Nadu)

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- 27. Piping Centre (PC)
80/93, Gopathy Narayanasamy Road, T. Nagar, Chennai-600017 (Tamil Nadu)
- 28. Boiler Auxiliaries Plant (BAP)
Indira Gandhi Industrial Complex, Ranipet-632 406, Vellore Dist. (Tamil Nadu)
- 29. Electronics Division (EDN)
P.O. Box 2606, Mysuru Road, Bengaluru-560 026 (Karnataka)
- 30. Industrial Systems Group (ISG)
PB No.1249, Prof. CNR Rao Circle, Opp. IISc., Malleswaram, Bengaluru-560012 (Karnataka)
- 31. Heavy Plates & Vessels Plant (HPVP)
Visakhapatnam - 530 012 (A.P.)

ANNEXURE II

TENTATIVE LIST OF BHEL SITES & CUSTOMER LOCATIONS (SITES/HQ) WHERE SURVEY IS TO BE CARRIED OUT

Sl. No.	State	City	No. of Respondents	
			City Wise	State Wise
1	Andhra Pradesh	Kadapa	1	29
		RAJAHMUNDRY	5	
		Tirupati	5	
		Vijaywada	5	
		Vizag	13	
2	Arunachal Pradesh	Kimi, Kameng site	2	2
3	Assam	DULIAJAN	4	19
		Guwahati	2	
		JORHAT	3	
		Lepetkata	4	
		Namrup	2	
		NAZIRA	3	
		Tuirial	1	
4	Bihar	Barh	3	8
		Kahalgaon	1	
		Nabinagar	1	
		Patna	3	
5	Chandigarh	Chandigarh	5	5
6	Chhattisgarh	Bhilai	1	15
		Bilaspur	2	
		Korba	1	
		Raigarh	2	
		Raipur	9	
7	Delhi	Delhi	37	37
8	Goa	Vasco-da-Gama	1	1
9	Gujarat	AHMEDABAD	10	47
		Bharuch	8	
		Dahej	3	
		Hazira	2	
		Kakarapar	1	
		Kutch	1	
		MEHSANA	4	
		Nani Naroli, Mangrol	3	
		Vadodara	14	
		Wanakbori Site	1	

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10	Haryana	Faridabad	9	36
		Gurgaon	24	
		Panchkula	3	
11	Himachal Pradesh	Bairasiul	3	21
		Barmana	2	
		Jhakri	3	
		Jogindernagar	1	
		Kullu	1	
		Rampur	1	
		Shimla	8	
		Sundernagar	2	
12	Jammu and Kashmir	Srinagar	2	5
		Uri	3	
13	Jharkhand	Bokaro	3	17
		Chandrapura	3	
		Jamshedpur	3	
		Patratu	5	
		Ranchi	2	
		Tenughat, Lalpania	1	
14	Karnataka	Bellary	2	23
		Bengaluru	19	
		Kaiga	1	
		Mangaluru	1	
15	Kerala	Kozhikode	1	5
		Thiruvananthapuram	4	
16	Madhya Pradesh	Bhopal	3	26
		Birsingpur	1	
		Chachai	1	
		Indore	2	
		Jabalpur	12	
		Singrauli	1	
		Vijaipur, Guna	4	
		Vindhyanagar	2	
17	Maharashtra	Amravati	2	55
		Bhusawal	1	
		Mumbai	36	
		Pune	7	
		Raigad	2	
		Thal	2	
		Thane	2	
		Uran	3	
18	Meghalaya	Shillong	2	2
19	Odisha	ANGUL	9	33

		Balimela	1	
		Bhubaneshwar	12	
		Jajpur	3	
		Jharsuguda	1	
		Meramandali	2	
		Rourkela	3	
		SAMBALPUR	2	
20	Punjab	Kapurthala	3	20
		Ludhiana	3	
		Mansa	2	
		Patiala	12	
21	Rajasthan	BEAWER	2	20
		Jaipur	12	
		JODHPUR	5	
		Udaipur	1	
22	Tamil Nadu	Ariyalur	3	36
		AVADI, CHENNAI	1	
		Chennai	19	
		Ennore / Vallur	4	
		Mondipatti, Trichy	2	
		Neyveli	5	
		Pugalur	2	
23	Telangana	Hyderabad	9	21
		Khammam	3	
		Kothagudem	3	
		Mancherial	4	
		Pedapally	1	
		Warangal	1	
24	Tripura	AGARTALA	4	6
		Monarchak	2	
25	Uttar Pradesh	Agra	3	50
		Allahabad	1	
		Kanpur	3	
		Lucknow	12	
		Meerut	1	
		Noida	21	
		Panki	1	
		Rasara, Balia	2	
		Rihand	1	
		Shakti Nagar	1	
		Varanasi	4	
26	Uttarakhand	CHAMOLI	1	9
		Dehradun	1	

		Joshimath	2	
		Khurja	1	
		Rishikesh	3	
		Tanakpur	1	
27	West Bengal	Burnpur	2	29
		Chittaranjan	3	
		Darjeeling	2	
		Kolkata	22	
TOTAL		129	577	577

Note:

The locations specified above are indicative and for guidance to the bidder. Actual locations may vary without any price impact and is to be decided during pre-survey workshop. Complete address and contact details of customer respondents for each location shall be provided by BHEL at appropriate point of time.

Rev 01

1st June
2012

FORMS & PROCEDURES

(Document No. PS:MSX:F&P)

BHARAT HEAVY ELECTRICALS
LIMITED



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

Offer Reference No:.....

Date:.....

To,

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

Dear Sir,

Sub : Submission of Offer against Tender Specification No:

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

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

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

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

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

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

Authorised Representative of Bidder

Signature :

Name :

Address :

Place:

Date:

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

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

To,

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

Dear Sir,

Sub : **Declaration by Authorised Signatory**

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

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

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

Yours faithfully,

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

Date:

Enclosed : Power of Attorney

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

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

To,

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

Dear Sir,

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

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

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

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

Yours faithfully,

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

Date:

NO DEVIATION CERTIFICATE

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

To,

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

Dear Sir,

Sub : **No Deviation Certificate**

Ref : 1) NIT/Tender Specification No:,

2) All other pertinent issues till date

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

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

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions, Integrity Pact (if applicable) and acceptance to Reverse Auctioning process.

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

Thanking you,

Yours faithfully,

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

DECLARATION FOR RELATION IN BHEL

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

To,

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

Dear Sir,

Sub : **Declaration for relation in BHEL**

Ref : 1) NIT/Tender Specification No:,

I/We hereby submit the following information pertaining to relation/relatives of Proprieter/Partner(s)/Director(s) employed in BHEL

Tick(✓) any one as applicable:

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

OR

2. The Proprieter, Partner(s), or Director(s) of our Company/Firm HAVE relation/relatives employed in BHEL and their particulars are as below:

(i)

(ii)

Signature of the Authorised Signatory

Note:

1. Attach separate sheet, if necessary.
2. If BHEL Management comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable against the Bidder/Contractor.

NON DISCLOSURE CERTIFICATE

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

NON DISCLOSURE CERTIFICATE

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

Hence, I/We M/s.....
who are submitting offer for providing services to BHEL PS __ against
Tender Specification No:_____,
hereby undertake to comply with the following in line with Information
Security Policy of BHEL PS __, _____

- To maintain confidentiality of documents & information which shall be used during the execution of the Contract.
- The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL PS__.

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

Date:

BANK ACCOUNT DETAILS FOR E-PAYMENT

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

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

FORMAT FOR SEEKING CLARIFICATION

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

To,

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

Dear Sir,

Sub : **Request for Clarification**Ref : 1) NIT/Tender Specification No:
2) All other pertinent issues till date

Sl no	Reference clause of Tender Document	Existing provision	Bidder's query	BHEL's clarification
1				
2				
3				
4				
5				
6				

Yours faithfully,

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

PROFORMA OF BANK GUARANTEE (in lieu of SECURITY DEPOSIT)

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at BHEL House, Siri Fort, Asiad, New Delhi – 110049 through its Unit at Bharat Heavy Electricals Limited, Power Sector Northern Region, HRDI & PSNR Complex, Plot no. 25, Sector – 16 A, Noida - 201301 having agreed to exempt (Name of the Vendor / Contractor / Supplier) with its registered office at _____¹ (hereinafter called the said "Contractor" which term includes supplier), from demand under the terms and conditions of the Contract reference No. _____ dated _____² valued at Rs.³ (Rupees -----)³ (hereinafter called the said Contract), of Security Deposit for the due fulfilment by the said Contractor of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for Rs. _____⁴ (Rupees _____ only),

We _____ (indicate the name and address of the Bank) having its Head Office at _____ (address of the head Office) (hereinafter referred to as the Bank), at the request of _____ [Contractor(s)], being the Guarantor under this Guarantee, do hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer, an amount not exceeding Rs. _____ without any demur, immediately on demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

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. _____.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this guarantee shall be a valid discharge of our liability for payment hereunder and the Contractor(s) shall have no claim against us for making such payment.

We, 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 Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied & the Employer certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) or acceptance of the final bill or discharge of this guarantee by the Employer, whichever is earlier. This guarantee shall initially remain in force upto and including _____⁵ and shall be extended from time to time for such period as may be desired by the Employer. Unless a demand or claim under this guarantee is made on us in writing on or before the _____⁶, we shall be discharged from all the liability under this guarantee thereafter.

We, _____ (indicate the name of the Bank) _____ further agree with the Employer that the Employer 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 Contract or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or

PROFORMA OF BANK GUARANTEE (in lieu of SECURITY DEPOSIT)

from time to time any of the powers exercisable by the Employer against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said contractor(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.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

We,..... Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

a) The liability of the Bank under this Guarantee shall not exceed..... ⁴

b) This Guarantee shall be valid up to⁵

c) Unless the Bank is served a written claim or demand on or before⁶ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, _____ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

Date _____ Day of _____
for _____ (indicate the name of the Bank) _____

(Signature of Authorised signatory)

- ¹ ADDRESS OF THE VENDOR/ CONTRACTOR/ SUPPLIER.
- ² DETAILS ABOUT THE NOTICE OF AWARD/ CONTRACT REFERENCE
- ³ CONTRACT VALUE
- ⁴ BG AMOUNT IN FIGURES AND WORDS
- ⁵ VALIDITY DATE
- ⁶ DATE OF EXPIRY OF CLAIM PERIOD

PROFORMA OF BANK GUARANTEE (in lieu of SECURITY DEPOSIT)

Note:

1. Bidders are advised that expiry of claim period may be kept 3-6 months after validity date..
2. The BG should be on Non-Judicial Stamp paper/ e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/ e-stamp paper shall be purchased in the name of Vendor/ Contractor/ Supplier/ Bank issuing the guarantee.

3. In Case of Bank Guarantees submitted by Foreign Vendors.

a. From Nationalized/ Public Sector/ Private Sector/ Foreign Banks (BG issued by Branches in India) can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/ city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.

b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)

b.1 In such cases, Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank's (BHEL's Consortium Bank) branch in India. All charges for issuance of Bank Guarantee/ counter-Guarantee should be borne by the Foreign Vendor.

b.2 In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.

b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time).

**POWER OF ATTORNEY for SUBMISSION OF TENDER/SIGNING CONTRACT
AGREEMENT (To be typed on non-judicial stamp paper of minimum Rs. 100/- and
Notarized)**

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

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

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

Dated at _____, this _____ day of _____

Director/CMD/Partner/Proprietor

Signature of Mr.....(Attorney)

Attested by: Director/CMD/Partner/Proprietor

Witness

Notary Public