

TENDER SPECIFICATION NO. BHE/PW/PUR/NGP HQ-TAXI/1889

FOR

**HIRING OF TAXIS ON MONTHLY HIRE BASIS AT BHEL PSWR
NAGPUR HQ.**

VOL-I : TECHNICAL BID SPECIFICATION

THIS TENDER SPECIFICATION CONSISTS OF:

Notice Inviting Tender	
Volume-IA	Technical Conditions of Contract
Volume-IB	Special conditions of Contract
Volume-IC	General conditions of Contract
Volume-ID	Forms & Procedures
Volume-II	Price Bid



BHARAT HEAVY ELECTRICALS LIMITED
(A Govt. of India Undertaking)
POWER SECTOR - WESTERN REGION
345-KINGSWAY, NAGPUR-440 001

TENDER SPECIFICATION NO. BHE/PW/PUR/NGP HQ-TAXI/1889

FOR

**HIRING OF TAXIS ON MONTHLY HIRE BASIS AT BHEL PSWR
NAGPUR HQ.**

EARNEST MONEY DEPOSIT: Refer Notice Inviting Tender

LAST DATE FOR Refer Notice Inviting Tender
TENDER SUBMISSION

THESE TENDER SPECIFICATION DOCUMENTS CONTAINING VOLUME-I AND
VOLUME- II ARE ISSUED TO:

M/s.

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PLEASE NOTE:
THESE TENDER SPECS DOCUMENTS ARE NOT TRANSFERABLE.

For Bharat Heavy Electricals Limited

AGM (Purchase)
Place: Nagpur
Date:

1889

NOTICE INVITING TENDER

Bharat Heavy Electricals Limited



NOTICE INVITING TENDER (NIT)

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

Dear Sir/Madam

Sub : NOTICE INVITING TENDER

Sealed offers in two part bid system are invited from reputed & experienced bidders (meeting [PRE QUALIFICATION CRITERIA](#) as mentioned in Annexure-I) for the subject job by the undersigned on 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	BHE/PW/PUR/NGP HQ-TAXI/1889	
ii	Broad Scope of job	HIRING OF TAXIS ON MONTHLY HIRE BASIS AT BHEL PSWR NAGPUR HQ.	
iii	DETAILS OF TENDER DOCUMENT		
PART- Tender Specification Applicable			
PART-II			
	Price Schedule (Absolute value).	Applicable	
iv	Issue of Tender Documents	<p>✓ <u>Sale from BHEL PS Regional office at :</u> Start : 06/01/2018 , Closes: 22/01/2018 ,Time : 16.00 Hrs</p> <p>✓ From BHEL website (www.bhel.com) Tender documents will be available for downloading from website till due date of submission</p>	Applicable
v	DUE DATE & TIME OF OFFER SUBMISSION	<p>Date : 22/01/2018, Time 15.00 Hrs Place : <u>BHEL PS Regional office at :Nagpur</u></p> <p>Tenders being submitted through representative shall be submitted at dispatch section of of PSWR HQ Office after making entry/registration at the reception. For any assistance on the matter kindly contact following officials:</p> <p>Shivkesh Meena / Sr.Engineer (Purchase) Abhijeet Kumar /Sr. Engineer Nirmal PG / Asst. Engineer(Purchase)</p>	Applicable
vi	OPENING OF TENDER	<p>1 hours after the latest due date and time of Offer submission</p> <p>Notes: (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</p>	Applicable

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		<i>opening of tender.</i>	
vii	EMD AMOUNT	Rs.11,115/- (Rupees Eleven Thousand One Hundred Fifteen Only)	Applicable * (*---Refer Annex-04 "Imp. Information" of NIT for MSE Vendors)
viii	COST OF TENDER	NA	Applicable
ix	LAST DATE FOR SEEKING CLARIFICATION	Date: Atleast 2 days before the due date of offer submission <i>Along with soft version also, addressing to undersigned & to others as per contact address given below</i> Shivkesh Meena / Sr. Engineer (Purchase) Ph: 0712-3048715 E-mail: svm@bhel.in Abhijeet Kumar /Sr. Engineer Ph: 0712-3048714	Applicable
x	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) and not in the newspapers. Bidders to keep themselves updated with all such information	
		Contact details (BHEL-PSWR) Shivkesh Meena / Sr. Engineer (Purchase) Ph: 0712-3048715 E-mail: svm@bhel.in Pratish Gee Varghese / Dy. Manager (Purchase) Ph: 0712-3048713 E-mail: pgv@bhel.in Abhijeet Kumar /Sr. Engineer Ph: 0712-3048714	

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

3.0 Unless specifically stated otherwise, bidder shall remit cost of tender and courier charges if applicable, in the form of Demand Draft drawn in favour of Bharat Heavy Electricals Ltd, payable at Power Sector Regional HQ at Nagpur issuing the Tender, along with techno-commercial offer. Bidder may also choose to deposit the Tender document cost by cash at the Cash Office as stated above against sl no iv of 1, on any working day; and in such case copy of Cash receipt is to be enclosed with the Techno Commercial offer. Sale of tender Documents shall not take place on National Holidays, holidays declared by Central or State Governments and BHEL PS HQ at Nagpur, Sundays and second/ last Saturdays

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- 4.0 Unless specifically stated otherwise, bidder shall deposit EMD through Demand Draft/Pay Order in favour of Bharat Heavy Electricals Ltd, payable at Nagpur. For other details and please refer General Conditions of Contract.
- 5.0 **Procedure for Submission of Tenders:** The Tenderers must submit their Tenders to Officer inviting Tender, as detailed below:
- PART-I consisting of 'PART-I A (Techno Commercial Bid)' & 'PART-I B (EMD/COST of TENDER)' in two separate sealed and superscribed envelopes (ENVELOPE-I & ENVELOPE-II)
 - PART-II (Price Bid) – in sealed and superscribed envelope (ENVELOPE-III)
 - One set of tender documents shall be retained by the bidder for their reference
- 6.0 The contents for ENVELOPES and the superscription for each sealed cover/Envelope are as given below. **(All pages to be signed and stamped)**

Sl no	Description	Remarks
	Part-I A	
	<p>ENVELOPE – I superscribed as : PART-I (TECHNO COMMERCIAL BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:</p> <p>CONTAINING THE FOLLOWING:-</p>	
i.	Covering letter/Offer forwarding letter of Tenderer.	
ii.	<p>Duly filled-in 'No Deviation Certificate' as per prescribed format to be placed after document under sl no (i) above.</p> <p>Note:</p> <p>a. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be placed after document under sl no (i) above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained.</p> <p>b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding.</p> <p style="padding-left: 20px;">i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL</p> <p style="padding-left: 20px;">ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender</p>	
iii.	<p>Supporting documents/ annexure/ schedules/ drawing etc as required in line with Pre-Qualification criteria.</p> <p>It shall be specifically noted that all documents as per above shall be indexed properly and credential certificates issued by clients shall distinctly bear the name of organization, contact ph no, FAX no, etc.</p>	
iv.	All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc pertinent to this NIT.	
v.	Integrity Pact Agreement (Duly signed by the authorized	If

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	signatory)	applicabl e
vi.	Duly filled-in annexures, formats etc as required under this Tender Specification/NIT	
vii.	Notice inviting Tender (NIT)	
viii.	Volume – I A : <u>Technical</u> Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc	
ix.	Volume – I B : Special Conditions of Contract (SCC)	
x.	Volume – I C : General Conditions of Contract (GCC)	
xi.	Volume – I D : Forms & Procedures	
xii.	Volume – II (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item	
xiii.	Any other details preferred by bidder with proper indexing.	

	PART-I B	
	<p>ENVELOPE – II superscribed as: PART-I (EMD/COST of TENDER) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:</p> <p>CONTAINING THE FOLLOWING:-</p>	
i.	<p>1. Earnest Money Deposit (EMD) in the form as indicated in this Tender</p> <p align="center">OR</p> <p>Documentary evidence for 'One Time EMD' with the Power Sector Region of BHEL floating the Tender</p> <p>2. Cost of Tender (Demand Draft or copy of Cash Receipt as the case may be)</p>	

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

	OUTER COVER	
	<p>ENVELOPE-IV (MAIN ENVELOPE / OUTER ENVELOPE) superscribed as: TECHNO-COMMERCIAL BID, PRICE BID & EMD TENDER NO:</p>	

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	NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING:	
i	<ul style="list-style-type: none">o Envelopes Io Envelopes IIo Envelopes III	

SPECIAL NOTE : All documents/ annexures submitted with the offer shall be properly annexed and placed in respective places of the offer as per enclosure list mentioned in the covering letter. BHEL shall not be responsible for any missing documents.

- 7.0 Deviation with respect to tender clauses and additional clauses/suggestions in Techno-commercial bid / Price bid shall NOT be considered by BHEL. Bidders are requested to positively comply with the same.
- 8.0 BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).
- 9.0 Void.
- 10.0 Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.
- 11.0 For any clarification on the tender document, the bidder may seek the same in writing or through e-mail, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
- 12.0 BHEL may decide holding of pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.
- 13.0 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer, else BHEL's interpretation shall prevail.

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- 14.0 Unless specifically mentioned otherwise, bidder's quoted price shall be deemed to be in compliance with tender including PBD.
- 15.0 Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), **if applicable**, along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. **The names and other details of Independent External Monitor (IEM) for the subject tender is as given at point (1) above.**
- 16.0 The Bidder has to satisfy the Pre Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre Qualification Criteria specified in this NIT as per Annexure-I (as applicable), past performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under HOLD.
- 17.0 In case BHEL decides on a 'Public Opening', the date & time of opening of the sealed PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one authorised representative to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful/Disqualified bidders under intimation to the respective bidders.
- 18.0 Validity of the offer shall be for **Three months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 19.0 BHEL reserves the right to decide the successful bidder on the basis of Reverse Auction process. In such case all qualified bidders will be intimated regarding procedure/ modality for Reverse Auction process prior to Reverse Auction and price will be decided as per the rules for Reverse Auction. .
- However, if reverse auction process is unsuccessful as defined in the RA rules/procedures, or for whatsoever reason, then the sealed 'PRICE BIDS' will be opened for deciding the successful bidder. BHEL's decision in this regard will be final and binding on bidder.
- 20.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 21.0 In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.
- 22.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- ~~23.0 Consortium Bidding (or Technical Tie up) shall be allowed only if specified in Pre Qualifying Requirement (PQR) criteria, and in such a case the following shall be complied with:~~
- 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 Order of Precedence

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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/rules in respect of suspension of business dealings', 'Vendor evaluation format', 'Quality, Safety & HSE guidelines', etc may undergo change from time to time and the latest one shall be followed.

for BHARAT HEAVY ELECTRICALS LTD

AGM Pur

Enclosure

01. Annexure-1: Pre Qualifying criteria
02. Annexure-2: Check List
03. Annexure-3: Important Information.
04. ANNEXURE-4: MSE ANNEX
05. Other Tender documents as per this NIT

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ANNEXURE - 1

PRE QUALIFYING CRITERIA

JOB	Providing Taxi service on requirement basis at RSC Vadodara office for 2 years.
TENDER NO	BHE/PW/PUR/NGP HQ-TAXI/1889

SL NO	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Name and Description of qualifying criteria	Page no of supporting document. Bidder must fill up this column as per applicability
A	Submission of Integrity Pact duly signed (if applicable)	NOT APPLICABLE	
B	<p>Bidder shall essentially meet the Qualifying Requirement (i.e. B) as under, in the last seven years from latest date of bid submission:</p> <p><u>B) Technical</u></p> <p>B.1) The Bidder must be a registered Tour & Taxi Operator / Travel Agency. Copy of registration certificate shall be enclosed.</p> <p align="center">And</p> <p>B.2) The Bidder should have regular establishment / office inside the municipal limits of Nagpur city and have to produce documentary evidence of registration to this effect. The office shall have telephone, and e-mail facilities for proper co-ordination with BHEL.</p> <p align="center">And</p> <p>B.3) The Bidder should be having minimum 02 Nos. latest model Maruti Suzuki Swift D'zire (D) cars (NOT BEFORE JUNE 2017 MODEL), registered in the</p>	APPLICABLE	

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	<p>state of Maharashtra under Taxi permit in Bidder's name/firms name/Company name.</p> <p align="center">And</p> <p>B.4) The Bidder shall have executed any of the following similar work during last 7 years from latest date of bid submission <i>(Similar work means supply of taxis on requirement basis / monthly hire basis to any Govt. undertaking/Companies/ Establishments/ Organisation against Work order / Purchase order/Agreement.)</i></p> <p>B.4.1) Executed One similar work of value not less than Rs. 4,44,600/-</p> <p align="center">OR</p> <p>B.4.2) Executed Two similar works each of value not less than Rs. 2,77,875/-</p> <p align="center">OR</p> <p>B.4.3) Executed Three similar works each of value not less than Rs. 2,22,300/-</p> <p>To establish above criteria B.4.1 to B.4.3), documentary proof such as the Work Order/Purchase Order/agreement indicating value of work along with certificate from the Agencies/Companies/ Establishments to whom similar services were provided should be enclosed.</p>		
C-1	<p><u>FINANCIAL TURNOVER</u></p> <p>Bidders must have achieved an average annual financial turnover of Rs. 1,66,000/- or more over last three Financial Years (FY) i.e. Financial Years (FY) i.e. Financial Years 2014-15,2015-16,2016-17</p>	APPLICABLE	
C-2	<p><u>NETWORTH (only in case of Companies)</u></p> <p>Net worth of the Bidder based on the latest Audited Accounts as furnished for 'C-1' above should be positive.</p>	APPLICABLE	
C-3	<p><u>PROFIT</u></p> <p>Bidder must have earned cash profit in any one of the three Financial Years as applicable in the last three Financial Years defined in 'C-1' above based on</p>	APPLICABLE	

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	latest Audited Accounts.		
D	Assessment of Capacity of Bidder to execute the work as per sl no 9 of NIT (if applicable)	NOT APPLICABLE	By BHEL
E	Price Bid Opening Note: Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria A to E	APPLICABLE	BY BHEL
G	Consortium criteria	NOT APPLICABLE	
<p><u>Explanatory Notes for the PQR (unless otherwise specified in the PQR):</u></p> <ol style="list-style-type: none"> Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated against C-1 above along with all annexures. In case audited financial statements have not been submitted for all the three years as indicated against C-1 above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years i.e. total divided by three. 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. C-2:-NETWORTH: Shall be calculated based on the latest Audited Accounts as furnished for C-1 above. Net worth = Paid up share capital + Reserves. (Net worth is required to be evaluated in case of companies) C-3:- PROFIT : PROFIT shall be PBT earned during any one year of last three financial year as in C.1 above Time period for achievement of the 'Technical' criteria of PQR (as in 'B' above) will be the last 7 years (except for PQR B.4 & B.5) ending on the 'latest date' of Bid submission. 'EXECUTED' means the Vendor should have achieved the criteria specified in the Technical criteria of PQR (as in 'B' above) even if the Contract has not been completed or closed Value of work is to be updated with indices for "All India Avg. Consumer Price index for industrial workers" and "Monthly Whole Sale Price Index for All Commodities" with base month as per last month of work execution and indexed up to three (3) months prior to the month of latest due date of bid submission as per following formula- 			

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

Where

P = Updated value of work

R = Value of executed work

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

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

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

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

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.

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ANNEXURE - 2

CHECK LIST

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

1	Name and Address of the Tenderer		
2	Details about type of the Firm/Company		
3.a	Details of Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
3.b	Details of alternate Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
4	EMD DETAILS	DD No: Date : Bank : Amount: <u>Please tick (√) whichever applicable:-</u> ONE TIME EMD / ONLY FOR THIS TENDER	
5	Validity of Offer	TO BE VALID FOR SIX MONTHS FROM DUE DATE	
		APPLICABILITY(BY BHEL)	ENCLOSED BY BIDDER
6	Whether the format for compliance with PRE QUALIFICATION CRITERIA (ANNEXURE-I) is understood and filled with proper supporting documents referenced in the specified format	Applicable	YES / NO
7	Audited profit and Loss Account for the last three years	Applicable/ Not Applicable	YES/NO
8	Copy of PAN Card	Applicable/ Not Applicable	YES/NO
9	Whether all pages of the Tender documents including annexures, appendices etc. are read understood and signed	Applicable/ Not Applicable	YES/NO
10	Integrity Pact	Applicable/ Not Applicable	YES/NO

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11	Declaration by Authorized Signatory	Applicable/ Not Applicable	YES/NO
12	No Deviation Certificate	Applicable/ Not Applicable	YES/NO
13	Declaration confirming knowledge about Site Conditions	Applicable/ Not Applicable	YES/NO
14	Declaration for relation in BHEL	Applicable/ Not Applicable	YES/NO
15	Non-Disclosure Certificate	Applicable/ Not Applicable	YES/NO
16	Bank Account Details for E-Payment	Applicable/ Not Applicable	YES/NO
17	Capacity Evaluation of Bidder for current Tender	Applicable/ Not Applicable	YES/NO
18	Tie Ups/Consortium Agreement are submitted as per format	Applicable/ Not Applicable	YES/ NO
19	Power of Attorney for Submission of Tender/Signing Contract Agreement -Power of Attorney of Consortium Partner.	Applicable/ Not Applicable	YES/NO
20	Organization chart	Applicable/ Not Applicable	YES/NO
21	Proof of PF registration	Applicable/ Not Applicable	YES/NO
22	Documents against GCC Clause No 1.7.IV, V, VI	Applicable/ Not Applicable	YES/NO
23	Declaration for Reverse Auction	Applicable	YES/NO
24	Analysis of Unit rates	Applicable/ Not Applicable	YES/NO

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

DATE :

AUTHORISED SIGNATORY

(With Name, Designation and Company seal)

Annexure -3

IMPORTANT INFORMATION

Sealed Tenders shall be submitted at following address to AGM /Purchase BHEL PSWR NAGPUR:

BHEL PSWR, SRIMOHINI COMPLEX, 345 KINGSWAY, NAGPUR 440001, INDIA

All correspondences regarding this tender shall be addressed to AGM / PURCHASE BHEL PSWR at above address. Bidders may also opt to correspond with following BHEL officials regarding this tender through email at following email ids. However please be informed that sealed tenders shall necessarily be submitted in original at above address:

Sr. Engineer ,Purchase, E-mail: svm@bhel.in, Ph: 0712-3048175

Dy Manager Purchase, Email: nktiwari@bhel.in, Ph: +91 – 712 – 3048651

AGM Purchase, Email id: r prchiwarkar@bhel.in Ph: +91 – 712 – 3048633

1. The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site (www.bhel.com ---> Tender Notification -> List of Banned Firms)
2. The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' has now been uploaded on www.bhel.com on "supplier registration page" at the following link: http://www.bhel.com/vender_registration/pdf/Suspension_guidelines_adbridged.pdf
3. All Statutory Requirements as applicable for this project shall be complied with.
4. BHEL Fraud Prevention Policy, "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."
5. Acceptance of Bank Guarantee (BG)

Revision in Acceptance of Bank Guarantee (BG) Clause no. 1.10.3 (V) of Vol I C GCC:

Clause No. 1.10.3 (V) of Vol IC GCC is revised as below:-

"Bank Guarantee issued by:

- a. Any of the BHEL consortium bank listed below :

State Bank of India
ABN Amro Bank N.V.

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.....
Bank of Baroda
Canara Bank
Citi Bank N.A.
Corporation Bank
Deutsche Bank
HDFC Bank Ltd.
The Hongkong and Shanghai Banking Corporation Ltd
ICICI Bank Ltd.
IDBI Ltd.
Punjab National Bank
Standard Chartered Bank
State Bank of Travancore
State Bank of Hyderabad
Syndicate Bank

- b. Any public sector Bank (other than consortium banks) with a clause in the text of Bank Guarantee that it is enforceable at Nagpur, Maharashtra
- c. Any private sector banks, with a clause in the text of Bank Guarantee that it is enforceable by being presented at any branch of the bank

Note: “Bank Guarantees issued by Co-operative Banks are not acceptable”.

- 6. Price Variation Compensation Clause no. 2.17 of Vol I C GCC: Not Applicable.
- 7. Overrun Compensation Clause (Clause no. 2.12 of Vol I C GCC): Not Applicable.
- 8. Clause no 2.24 ‘Performance Guarantee for Workmanship’ of General Conditions: Not Applicable
- 9. Retention Amount: Clause no. 2.22 of Vol I C GCC: Not Applicable
- 10. Extra Works (Clause no. 2.15 of Vol I C GCC): Not Applicable.
- 11. Supplementary Items (Clause no. 2.16 of Vol I C GCC): Not Applicable.
- 12. Progress Monitoring, Monthly Review and Performance Evaluation (Clause no. 2.9 of Vol I C GCC): Not Applicable.
- 13. Quantity Variation (Clause no 2.14 of GCC): Not Applicable.
- 14. LD/Penalty Clause: Clause no 2.7.9 of GCC : Not Applicable.
- 15. MSE Vendors:

Micro & Small Enterprises (MSE) is exempted from Payment of Tender Fees (as in SI No 1-viii of NIT) and Earnest Money deposit (EMD) (as in SI No 1. vii of NIT), if Applicable.

To avail this benefit, participating MSEs should be registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir

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.....
Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or Udyog Aadhaar Memorandum or any other body specified by Ministry of Micro Small and Medium Enterprises.

MSE bidders can avail the above benefit only if they submit along with the offer, copies of either Udyog Aadhaar Memorandum or EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with copy of a CA certificate (format enclosed at **Annexure- 4** 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 said documents will lead to consideration of their bid at par with other bidders in terms of EMD. No benefit shall be applicable for this enquiry, if any deficiency in the above required documents is 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.

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ANNEXURE-4

MSE ANNEX

Certificate by Chartered Accountant on letter head

This is to Certify that M/s _____, (hereinafter referred to as 'company') having its registered office at _____ is registered under MSMED Act 2006, (Entrepreneur Memorandum No _____ (Part-II) dtd: _____,

Category: _____ (Micro/Small)). (Copy enclosed).

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

1. For Manufacturing Enterprises: Investment in plant and machinery (Le. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006 : Rs _____ Lakhs

2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006: Rs _____ Lakhs

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

OR

The company has been graduated from its original category (Micro/ Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is..... (dd/mm/yyyy) which is within 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

1889

TECHNICAL CONDITIONS OF CONTRACT (TCC)

BHARAT HEAVY ELECTRICALS
LIMITED



TECHNICAL CONDITIONS OF CONTRACT (TCC)

Tender Condition

TENDERS FOR HIRING OF TAXIS ON MONTHLY HIRE BASIS

SCOPE OF WORK AND TERMS & CONDITIONS

A) Special Terms & Conditions:

Bharat Heavy Electricals Limited, Power Sector-Western Region, having its office at Shree Mohini Complex 5th & 6th Floor, 345 Kingsway, Nagpur-440001 requires to hire vehicle on monthly basis under rate contract with the following terms and conditions:

01 There is a requirement of one no. Maruti Suzuki Swift D'Zire (Diesel) car on monthly hire basis under rate contract at BHEL Power Sector Western Region, Hqrs, Nagpur.

02 Vehicle shall be required at any point of the time during 24 hrs.

03 Only registered vehicle having taxi permit (Yellow number plate) in good running condition and latest model (NOT BEFORE JUNE 2017 MODEL) should be deployed which should have valid registration and valid comprehensive Insurance cover.

04 Agency should own at least 02 Nos. Maruti Suzuki Swift D'Zire (D) cars either in the name of proprietor or in the name of the firm/ company, in the state of Maharashtra and submit documentary proof along with their tender documents failing which the offer submitted will be rejected totally.

05 Drivers should be neatly dressed and disciplined with valid driving license.

06 Driver should possess Mobile telephone at least with incoming facility during duty time.

07. Void

08 Void

09 Payment shall be released once in a month. Bill should be supported with the duty slips/vehicle log book, duly signed by the authorized representative of BHEL.

10. Void

11 Void

12. The upper limit for vehicle run shall be 3000 Kms (Three Thousand) per month (on calendar month basis). For every extra kms run BHEL shall pay @ Rs. 10/Km. There shall be no provision of overtime payment for the driver under this contract.

13 Agency should strictly follow all the Rules and Regulations of R.T.O.

14 Rates shall be valid & firm for the entire period of contract i.e. **13 months from the date of award/start of original services.**

15 BHEL General Terms & Conditions shall be applicable for this contract.

16 BHEL reserves the right to terminate the contract at any point of time without assigning any reasons whatsoever.

17 There shall be no deviation from the terms and conditions. Deviation, if any, shall be amounting to disqualification.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Tender Condition

19 The Price quoted in the Vol-II-Price Bid shall be inclusive of all overhead charges like fuel, taxes, Comprehensive Insurance, Payment to staff, vehicle maintenance, overhead etc.,

20 Void
21 Void

22 All the offers received will be scrutinized and only technically qualified offers will be considered for Price Bid opening. *Technically unqualified offers will be rejected.*

21 Evaluation Criteria of Bids for Price Bid

Bidders are required to bid by quoting their reasonable rate in Vol-II-Price Bid.

22 BHEL reserves the right to accept or reject any bid / all bids or cancel, withdraw the invitation for bid without assigning any reason, whatsoever and in such case no Tour & Taxi Operators / Travel Agencies shall have any claim arising out of such action by BHEL.

23 If the Bidder fails to deploy the vehicle after issuance of the Work Order in his favour, BHEL may forfeit the earnest money so deposited by him, terminate the contract and also initiate action to blacklist / ban future business dealings with such party as per extant guidelines as available in www.bhel.com.

25 The name, full address and phone numbers of the Tour & Taxi Operators/Travel Agencies should be furnished at appropriate places in the tender documents. In case of a partnership firm, the name and address of all the partners with a certified copy of the partnership deed shall be furnished along with the tender. All partners have to sign the tender documents unless the power of attorney has been given to any partner. In such case, copy of the power of attorney duly attested by a Gazetted officer must be attached with the tender. In case of Limited Companies, duly authorized representative shall only sign the bid and in case of proprietorship, proprietor shall himself sign the bid document, for proper validation.

29 The vehicle supplied should not be owned by BHEL Employees and their dependants.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Tender Condition

Terms of Payment

i) Payment to be made to the contractor on the basis of monthly rate so quoted.

ii) The parking charges, toll tax, barrier tax, state border entry tax etc., during BHEL duty, will be paid extra by BHEL on actual against documentary proof.

iii) Bills shall be submitted by the contractor along with documentary proof etc., on monthly basis. Payment to the contractor will be made within 30 days from the date of submission of bills. All payments will be made through Electronic Fund Transfer (EFT) only.

iv) The total hiring charges payable will be rounded off to the nearest full rupee value. Income tax shall be deducted at source as applicable under relevant Act / Law.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Tender Condition

TAXES, DUTIES, LEVIES (Rev 12 dated 22/09/2017)

1. All taxes excluding GST, GST Cess & BOCW Cess **but including, Royalties, fees, license, deposits, commission, any State or Central Levy and other charges whatsoever, if any, shall be borne by you and shall not be payable extra.**
2. Any increase of the taxes excluding GST, GST Cess & BOCW Cess, at any stage during execution including extension of the contract shall have to be borne by the contractor. Quoted/ accepted rates/ price shall be inclusive of all such requirements. Please note that since GST on output will be paid by BHEL separately as enumerated below, your quoted rates/ price should be after considering the Input Credit under GST law at your end.
3. **GST:** GST along with Cess (as applicable) legally leviable & payable by the successful bidder as per GST Law, shall be paid by BHEL. Hence Bidder shall not include GST along with Cess (as applicable) in their quoted price.

The successful bidder shall furnish proof of GST registration. Registration should also bear endorsement for the premises from where the billing shall be done by the successful bidder on BHEL for this project/ work.

4. GST charged in the Tax Invoice/Debit note by the contractor shall be released separately to the contractor only after contractor files the outward supply details in GSTR-1 on GSTN portal and input tax credit of such invoice is matched with corresponding details of outward supply of the contractor and has paid the GST at the time of filing the monthly return
5. Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred there under) wherein the 'Bill To' details will as below :-
BHEL GSTN – As per **annexure -1**
NAME -- Bharat Heavy Electricals Limited
ADDRESS – Site address
6. Bidder to immediately intimate on the day of removal of Goods(in case of any supply of goods) to BHEL along with all relevant details and a scanned copy of Tax Invoice to below email ids to enable BHEL to meet its GST related compliances :-
Email id ---- to be intimated later on.
In case of delay in submission of the abovementioned documents on the date of despatch, BHEL may incur penalty /interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from the successful bidder, if such delay is not attributable to BHEL.
7. In case of raising any Supplementary Tax Invoice (Debit / Credit Note) Bidder shall issue the same containing all the details as referred to in Section 34 read with Rule 53.
8. Bidder shall comply with the Time limit prescribed under the GST Law and rules thereof for raising of the tax invoice.
9. Bidder shall note that in case GST credit is delayed/ denied to BHEL due to delayed / non receipt of goods and /or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Tender Condition

be recoverable from the vendor along with interest levied / leviable on BHEL, as the case may be.

10. Bidder shall upload the Invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act. Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law , GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the bidder along with interest levied / leviable on BHEL.

11. **Way Bill:** Successful Bidder to arrange for way bill / e-waybill for any transfer of goods for the execution of the contract.

The Bidder has to make their own arrangement at their cost for completing the formalities, if required, with Issuing Authorities, for bringing materials, plants & machinery at site for execution of the works under this contract, Road Permit/ Way Bill, if required, shall be arranged by the contractor and BHEL will not supply any Road Permit/ Way Bill for this purpose.

12. **New taxes and duties:-**Any New taxes & duties, if imposed subsequent to due date of offer submission as per NIT & TCN, by statutory authority during contract period including extension, if the same is not attributable to you, shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, you shall obtain prior approval from BHEL before depositing new taxes and duties. Benefits and/or abolition of all existing taxes must be passed on to BHEL against new Taxes, if any, proposed to be introduced at a later date.

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 must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of the price bids. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.

13. For transportation work, GST is payable under reverse charge and same shall not be paid to bidder , however in case of GST registered transporter ,the amount to the extent of goods and service tax will be retained till BHEL avails the credit of GST. Bidder shall provide necessary assistance required by BHEL to avail credit of GST.

14. **TDS under Income Tax shall be deducted at prevailing rates on gross invoice value from the running bills unless exemption certificate from the appropriate authority/ authorities is furnished.**

15. **TDS under GST (as & when applicable) shall be deducted at prevailing rates on applicable value from the running bills.**

Annexure-1

State wise GSTIN no.s of BHEL

Sl.No	Projects under state	GSTIN
1	Andhra Pradesh	37AAACB4146P7Z8
2	Bihar	10AAACB4146P1ZU

TECHNICAL CONDITIONS OF CONTRACT (TCC) Tender Condition

3	Chhattisgarh	22AAACB4146P1ZP
4	Gujarat	24AAACB4146P1ZL
5	Jharkhand	20AAACB4146P5ZP
6	Madhya Pradesh	23AAACB4146P1ZN
7	Maharashtra	27AAACB4146P1ZF
8	Orissa	21AAACB4146P1ZR
9	Telangana	36AAACB4146P1ZG

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Tender Condition

Contractual and legal obligations of the contractor:

1. General

BHEL has the privity of the contract with the contractor only and will give instructions to the contractor or his authorized representatives. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer-employee relationship.

2. Towards selection, control and supervision of taxi drivers/help desk.

i) Contractor has to ensure that the vehicle driver is physically and mentally fit and do not have any criminal record. Such driver should possess valid driving license and experience. The driver should be able to communicate in Hindi / English. The driver of vehicle should have good road knowledge of Nagpur and surrounding areas.

ii) The driver shall be provided with mobile phone for communication at least having incoming facility.

iii) The contractor should ensure to engage the vehicle, with only such driver who have minimum 2 years' experience in driving similar vehicles with valid and subsisting driving license. The contractor should also instruct and ensure that the drivers follow the following genuine ethics:

a) *To keep the vehicle neat and clean daily / timely before reporting to the duty.*

b) *To allow the user to get inside the vehicle and later only he should enter into car.*

c) *To open and close doors for user while boarding and alighting the vehicle.*

d) *Strictly not to smoke / be drunk while on duty.*

e) *Strictly not to use mobile phone while driving the vehicle.*

iv) Contractor will be responsible for the good conduct of his drivers. In case of any misconduct/misbehaviour by his driver on duty, the contractor will replace such driver immediately.

v) Contractor will keep watch on his driver and he will be liable for any pilferage / loss to BHEL due to acts of omission by his driver. Similarly, liability for any compensation to outsiders on account of any act of omission by the driver deployed by the contractor shall lie exclusively with the contractor.

vi) The contractor shall be fully responsible for enforcing all safety and other regulations as applicable under Motor Vehicles Act, 1988 and Rules framed there under as in force from time to time.

vii) The contractor has to ensure that taxi driver wear a distinct uniform. The uniform shall be kept in neat and tidy condition.

viii) Contractor has to ensure that all precautions are taken for safety of his driver and vehicle.

ix) The Contractor should see that his driver keep reasonable money to meet contingency expenditure while travelling local/outstation.

x) The contractor shall have a nominated help desk supervisor with mobile phone for effective coordination/communication with BHEL.

3. Towards statutory liability

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Tender Condition

- i) The vehicle should have compliance with all the provisions of **Motor Vehicle Act-1988** and rules framed there under as in force from time to time, and fit for hire.
- ii) The liability for any compensation on account of injury sustained by driver/employee of the contractor will be exclusively that of the contractor.
- iii) Route permit / National permit / Clearance from RTO or any other authority concerned and compliance of any other legal formalities connected with the contract have to be arranged by the contractor at his cost. BHEL doesn't take responsibility in this regard.
- iv) The contractor will ensure that vehicle deployed under this contract agreement, is covered by respective **COMPREHENSIVE INSURANCE POLICIES**. Under no circumstance shall BHEL be liable to compensate for any loss or damage that may be caused to / by the vehicle while engaged in discharging of the contractor's obligations under this contract.
- v) The contractor shall at his own expenses reinstate and make good to the satisfaction of BHEL management and pay compensation for any injury to any person, loss or damage occurred to any property or rights whatever including property and rights of BHEL or its agents, servants or employee of BHEL, the injury loss or damage arising out of or in connection with or during the execution or performed 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 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 any other labour legislations or laws/regulation/rules and notification as may be applicable.

4. Towards supply of vehicles & Trip sheets

- i) Contractor shall provide well maintained and road worthy vehicle in good condition only, duly substantiated with valid '**FITNESS CERTIFICATE ISSUED BY RTO**' so as to give trouble free service. The vehicle provided will be inspected by BHEL representative or by any other person authorized in this regard and if the vehicle is not found in road worthy condition, the same will be sent back on the condition that replacement should be given within reasonable time.
- ii) This contract will be in operation on 24 x 7 hours basis throughout the year and the contractor or his nominated helpdesk supervisor shall be available on call during entire period of this contract for rendering services as agreed.
- iii) Contractor shall be responsible for the safe, comfortable and timely transport of the passenger/baggage. He shall only be fully responsible for any mishap (i.e. fire or accident, etc.) in-route.
- iv) The Contractor shall ensure to keep the vehicle in full readiness for the entire day's operation in respect of fuel availability and willingness of the driver to drive the vehicle.
- v) The contractor shall replace the vehicle in case of a breakdown while in operation within 30 minutes from the time of breakdown and the bill to be prepared should be for one vehicle only. No detention charges will be paid for breakdown. The log/trip sheet shall mention about the breakdown.
- vi) The Contractor is responsible for his driver to get all the columns in the duty slips filled and signed by the user/authorised representative of BHEL.
- vii) The Contractor agrees that timely supply of vehicle is the essence of this contract. The vehicle will be utilized for our head of the region & VIPs etc., who are to be treated well.
- viii) The Contractor must ensure that the vehicle is furnished with the following:
 - a) *The relevant documents like RC Book, driving license of the driver, comprehensive insurance policy, permit and emission test certificate etc.*

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Tender Condition

b) A first aid kit with all necessary medicines and allied items should be kept in the vehicle as per the MV Rules and the same shall be subject to inspection by concerned.

c) The vehicle should be provided with Audio/FM facility.

d) The vehicle should be provided with additional emergency accessories like Stepney, standard toolkit, spare bulb, fuses, fan belt, foot mats and hose pipe etc.

D. Rights and obligations of BHEL

i) The contractor shall not sub-let any portion of the contract.

ii) BHEL also reserves the right to separately deal with any other taxi / vehicle providers during emergency circumstances or for use by VIPs and other dignitaries.

iii) In case of loss of original trip sheet, BHEL reserves the right not to entertain the claim.

iv) For administrative reasons, BHEL reserves the right to foreclose the contract at its discretion, at any point of time without assigning any reasons thereof.

v) In case the contractor does not carry out the contractual obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring same to his notice and he will be obliged to discharge the obligations and rectify the deficiency / anomaly within specified time failing which BHEL reserves the right to impose the specified penalty.

vii) Notwithstanding the above and other rights of BHEL to deduct Security Deposit, other bills, and take any further action under the contract; the contract may be terminated at any time without any notice and without any liability to pay any compensation whatsoever to the contractor, in case of misbehaviour, disobedience, dishonesty, clandestine insolvency, any court order, non- sanction of road permit or any other related activities on the part of contractor or his driver/employee deputed under the contract or in case of the failure of the contractor to fulfil the terms and conditions of the contract.

E. PENALTIES:

Notwithstanding other rights of BHEL under the contract;

i) BHEL will levy a penalty of Rs.500/- per instance on the Contractor if it is found during surprise checking by indenter / transport authorities / any other authorized personnel of BHEL that the odometer of the vehicle supplied is tampered.

ii) BHEL will levy a penalty of Rs.500/- in each such instance wherein the drivers engaged by the Contractor, if found in drunken condition / misbehaving while on duty and in such case the Contractor shall replace the driver with immediate effect.

iii) BHEL will levy a penalty of Rs.500/- in each such instance wherein the drivers engaged by the Contractor, if found or reported by public / customers / executives/anyone travelling in the vehicle, to be not following traffic rules, over speeding or rash driving.

iv) BHEL will levy a penalty of Rs.500/- in each such instance wherein the Contractor defaults in ensuring the vehicle supplied are usable and filled with sufficient fuel.

v) BHEL will levy a penalty of Rs.250/- in each such occasion wherein the Contractor defaults in ensuring the driver of the vehicle carrying reasonable money to pay parking/toll charges etc with them during local trips.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Tender Condition

vi) BHEL will levy a penalty of Rs.100/- per vehicle in each such occasion wherein the Contractor defaults in ensuring the driver of the vehicle in carrying and displaying placard at railway station / airport / bus station.

vii) BHEL will levy a penalty of Rs.100/- in each such occasion wherein the Contractor defaults in ensuring the driver of the vehicle in carrying /having mobile phone with at least incoming call facility.

The levy of the penalty as above may be at the discretion of BHEL and it could be levied for many instances together and if it is found that the contractor has defaulted more than 3 occasions during the tenure of the contract BHEL may at its discretion terminate the contract and forfeit Security Deposit.

The decision of the BHEL regarding interpretation of any terms and conditions set forth in this Tender Document shall be final and binding on the bidder/ contractor.

F. Duration of the contract:

The duration of the contract shall be 13 Months from the date of award of work/start of the actual services.

The successful bidder shall have to execute an agreement with BHEL on a non-judicial stamp paper of the value of Rs.100/- at his own cost.

G. Arbitration

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives, at any time, in connection with construction, meaning, operation, effect, interpretation or out of the NIT, contract or breach thereof, the same shall be referred to Arbitration of a Sole Arbitrator appointed by BHEL, from BHEL panel of Arbitrators.

Subject to as aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof and the rules made there under shall apply to the arbitration proceedings under this clause. The award shall be a speaking and reasoned one and shall be final and binding on the parties. The venue of arbitration in all cases shall be at Nagpur.

In case, there are different wordings/expressions of a same/identical clause at different places of this Tender Document, a stricter meaning of such clause which is in favour of BHEL will apply and binding on the bidder/Contractor.

F. Security Deposit will be refunded to the contractor after completion of the contract period subject to satisfactory completion of work and compliances to statutory obligations as per this NIT.

TECHNICAL CONDITIONS OF CONTRACT (TCC) Tender Condition

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.

Bidder

Authorised Representative of

Signature:

Name :

Address :

Place:

Date

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Tender Condition

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)

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Tender Condition

(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)

DECLARATION CERTIFICATE

I / We do hereby declare that there is no case with the Police/Court/Regulatory authorities against the proprietor/firm/partner. Also I / We have not been suspended / delisted / blacklisted by any other Govt. Ministry/Department/Public Sector Undertaking/ Autonomous Body/financial institution/Court. We also certify that either our firm or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication.

**Signature and Seal of the
Bidder**

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Tender Condition

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

OR

2. The Proprietor, 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.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Tender Condition

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 action against the Bidder/Contractor.

BANK ACCOUNT DETAILS FOR E-PAYMENT

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

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

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

Signature of the Authorised Signatory

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Tender Condition

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:

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Tender Condition

Enclosed: Power of Attorney

POWER OF ATTORNEY for SUBMISSION OF TENDER/SIGNING CONTRACT AGREEMENT
(To be typed on non judicial Stamp Papers of appropriate value as applicable and Notarised)

KNOW ALL MEN BY THESE PRESENTS, that I/We do hereby make, nominate, constitute and appoint Mr , whose signature given below herewith to be true and lawful Attorney of M/s..... hereinafter called 'Company', for submitting Tender/entering into 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