

TENDER SPECIFICATION

Tender Specification No BHE/PW/PUR/WR-RCOP/1923

FOR

**Providing Photocopying and allied services on rate contract basis
at BHEL, Shreemohini Complex, Nagpur.**

VOL-I : TECHNICAL BID SPECIFICATION



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

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Tender Specification Issue Details

NO: BHE/PW/PUR/WR-RCOP/1923

FOR

**Providing Photocopying and allied services on rate contract basis
at BHEL, Shreemohini Complex, Nagpur. .**

EARNEST MONEY DEPOSIT: Refer Notice Inviting Tender

LAST DATE FOR TENDER SUBMISSION Refer Notice Inviting Tender

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:

1923

NOTICE INVITING TENDER

(Document No PS:MSX:NIT:Rev 01 dated 1st
Jun 2012)

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	T.S. NO. BHE/PW/PUR/WR-RCOP/1923
ii	Broad Scope of job	Providing Photocopying and allied services on rate contract basis at BHEL, Shreemohini Complex, Nagpur.
iii	DETAILS OF TENDER DOCUMENT	
	<i>PART- Tender Specification Applicable</i>	
	PART-II	
	<i>Price Schedule (Absolute value).</i>	<i>Applicable</i>
iv	Start of Sales	Start: 09/02/2018 <i>Applicable</i>
v	DUE DATE & TIME OF OFFER SUBMISSION	Date : 23 /02/2018 , Time :15.00Hrs Place : BHEL-PSWR, Nagpur Tenders being submitted through representative shall be handed over to any of the following BHEL officials after making entry/registration at the reception: Nirmal P G / Asst. Engineer (Purchase) Ph: 0712-3048732, 7620919048 E-mail: nirmalpg@bhel.co.in <i>Applicable</i>
vi	OPENING OF TENDER	1 hours after the latest due date and time of Offer <i>Applicable</i>

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		<p>submission Notes: (1) In case the due date of opening of tender becomes a non-working day, tenders shall be opened on next working day at the same time. (2) Bidder may depute representative to witness the opening of tender</p>	
vii	EMD AMOUNT	Rs.13,672 /- (Rupees Thirteen Thousand Six Hundred Seventy Two Only)	Applicable (MSME & NSIC registered bidders are exempted from submitting EMD provided the certificate of registration)
viii	COST OF TENDER	NA	Applicable
ix	LAST DATE FOR SEEKING CLARIFICATION	<p>Date: Atleast 3 days before the due date of offer submission Along with soft version also, addressing to undersigned & to others as per contact address given below</p> <p>1) Mr.Nirmal P.G (nirmalpg@bhel.co.in)</p> <p>Contact No. 0712-3048732 / 713/ 714</p> <p>2) P R Chiwarkar /AGM,Purchase E-mail: prchiwarkar@bhel.co.in, PH: 0712-3048633</p>	Applicable
x	Latest updates	<p>Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com -->Tender Notifications →View Corrigendums) and not in the newspapers. Bidders to keep themselves updated with all such information</p>	
		<p><u>Contact details (BHEL-PSWR)</u></p> <p>1) Sri.Nirmal P.G/ Asst. Engineer (Purchase) PH: 0712-3048732, 07620919048 , E-mail: nirmalpg@bhel.co.in</p>	

2.0The 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,

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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
- 1.0 Unless specifically stated otherwise, bidder shall deposit EMD as per the provisions in General Conditions of Contract Clause no. 1.9.1. In case of remittance of EMD through Demand Draft/Pay Order, same shall be in favour of Bharat Heavy Electricals Ltd, payable at Nagpur. In case of remittance of EMD through Bank Guarantee (for total EMD amount is more than Rs 20 Lakh), refer General Conditions of Contract Clause no. 1.9.1(iv). Proforma of Bank Guarantee for Earnest Money is attached (Annex. 7). For other details and for 'One Time EMD' please refer General Conditions of Contract.

In case of remittance of EMD through Electronic Fund Transfer, Bank account details of BHEL PSWR to be used is as below:-

NAME OF THE COMPANY	BHARAT HEAVY ELECTRICALS LTD
ADDRESS OF THE COMPANY	SHREE MOHINI COMPLEX 345, KINGSWAY,NAGPUR
NAME OF BANK	STATE BANK OF INDIA
NAME OF BANK BRANCH AND BRANCH CODE	SBI,KINGSWAYBRANCH,BRANCH CODE-00432
CITY	NAGPUR
ACCOUNT NUMBER	31380025872
ACCOUNT TYPE	CURRENT A/C
IFSC CODE OF THE BANK BRANCH	SBIN0000432
MICR CODE OF THE BANK BRANCH	440002002

Above bank account, details can be used for remittance of Security Deposit as well by the successful tenderer.

Description/ Mode of Submission	EFT	Cash	DD/Pay Order
Proof of EMD along with the offer	Receipt of Amount Transferred into BHEL Account	Receipt of cash deposit at BHEL office	Original DD/ Pay order to be sent through Registered

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Submission of EMD to BHEL PSWR, Nagpur			Post
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2.0 **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

3.0 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	
	ENVELOPE – I superscribed as : PART-I (TECHNO COMMERCIAL BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:	
	CONTAINING THE FOLLOWING:-	
i.	Covering letter/Offer forwarding letter of Tenderer.	
ii.	Duly filled-in 'No Deviation Certificate' as per prescribed format to be placed after document under sl no (i) above. Note: a. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be placed after document under sl no (i) above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained. b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding. i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender	
iii.	Supporting documents/ annexure/ schedules/ drawing etc as required in line with Pre-Qualification criteria. It shall be specifically noted that all documents as per above shall	

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	be indexed properly and credential certificates issued by clients shall distinctly bear the name of organization, contact ph no, FAX no, etc.	
iv.	All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc pertinent to this NIT.	
v.	Integrity Pact Agreement (Duly signed by the authorized signatory)	If applicable
vi.	Duly filled-in annexures, formats etc as required under this Tender Specification/NIT	
vii.	Notice inviting Tender (NIT)	
viii.	Volume – I A : Technical 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	
	ENVELOPE – II superscribed as: PART-I (EMD/COST of TENDER) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:	
	CONTAINING THE FOLLOWING:-	
i.	1. Earnest Money Deposit (EMD) in the form as indicated in this Tender OR Documentary evidence for 'One Time EMD' with the Power Sector Region of BHEL floating the Tender 2. Cost of Tender (Demand Draft or copy of Cash Receipt as the case may be)	

	PART-II	
	PRICE BID consisting of the following shall be enclosed	
	ENVELOPE-III superscribed as: PART-II (PRICE BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:	
	CONTAINING THE FOLLOWING	
i	Covering letter/Offer forwarding letter of Tenderer enclosed in Part-I	

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ii	Volume II – PRICE BID (Duly Filled in Schedule of Rates – rate/price to be entered in words as well as figures)	
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	OUTER COVER	
	ENVELOPE-IV (MAIN ENVELOPE / OUTER ENVELOPE) superscribed as: TECHNO-COMMERCIAL BID, PRICE BID & EMD TENDER NO: NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION:	
	CONTAINING THE FOLLOWING:	
i	<ul style="list-style-type: none"> ○ Envelopes I ○ Envelopes II ○ 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.

- 4.0 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.
- 5.0 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).
- 6.0 Void.
- 7.0 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.
- 8.0 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.
- 9.0 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.

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Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.

- 10.0 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.
- 11.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
- 12.0 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.**
- 13.0 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.
- 14.0 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.
- 15.0 Validity of the offer shall be for **Six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 16.0 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.
- 17.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 18.0 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
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documents.

- 19.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- ~~20.0 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:~~
- 21.0 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.
- 22.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 23.0 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/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: Important Information.
03. Annexure-3 : MSE Declaration
04. Annexure-4: Check List
05. Other Tender documents as per this NIT

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PRE QUALIFYING REQUIREMENTS (Annexure-1)

JOB	Providing Photocopying and allied services at BHEL, Shreemohini Complex, Nagpur.
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SL NO	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Name and Description of qualifying criteria	Remarks
A	Submission of Integrity Pact duly signed (if applicable)	NOT APPLICABLE	
B	<p><u>B) Technical</u> Bidder should have executed the similar job i.e. photocopying service / photocopying & allied services as per the followings in last 07 (Seven) years from latest due date of offer submission:</p> <p>B.1.1) Executed the Similar job of value not less than Rs. 5.47 Lakhs against single work order. OR B.1.2) Two Similar jobs each of value not less than Rs. 3.42 Lakhs against 2 work orders. OR B.1.3) Three Similar jobs each of value not less than Rs. 2.74 Lakhs against 3 work orders. OR B.1.4) Executed the similar job by deploying photo copying machine at any office/organisation etc. for a consecutive period of 8 months.</p>	APPLICABLE	Bidder to furnish work order & proof of work execution to establish above criteria
C-1	<p><u>FINANCIAL TURNOVER</u> Bidders must have achieved an average annual financial turnover of Rs. 2.05 Lakhs or more over last three Financial Years (FY) i.e. Financial Years 2014-15,2015-16,2016-17.</p>	APPLICABLE	Bidders to submit financial statement as per sl no.3-5 of PQR explanatory notes.
C-2	<p><u>NETWORTH (only in case of Companies)</u> Net worth of the Bidder based on the latest Audited Accounts as furnished for 'C-1' above should be positive.</p>	APPLICABLE	

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C-3	PROFIT 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 latest Audited Accounts.	APPLICABLE	
D	Bidder should have PAN number. (Copy of PAN card to be submitted)	APPLICABLE	
E	Assessment of Capacity of Bidder to execute the work as per sl no 9 of NIT (if applicable)	NOT APPLICABLE	By BHEL
F	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> <p>1. For the criteria (B1), actual executed value shall be considered.</p> <p>2. 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> $P = R + \left\{ 0.425 \times R \times \frac{(X_N - X_0)}{X_0} \right\} + \left\{ 0.425 \times R \times \frac{(Y_N - Y_0)}{Y_0} \right\}$ <p>Where P = Updated value of work R = Value of executed work</p> <p>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).</p> <p>X₀ = All India Avg. Consumer Price index for industrial workers for last month of work execution</p> <p>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).</p> <p>Y₀ = Monthly Whole Sale Price Index for All Commodities for last month of work execution</p>			

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<p>3. 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.</p> <p>4. 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.</p> <p>5. 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.</p> <p>6. Net worth = Paid up share capital + Reserves. (Net worth is required to be evaluated in case of companies)</p> <p>7. C-3:- PROFIT : PROFIT shall be PBT earned during any one year of last three financial year as in C.1 above</p> <p>8. 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.</p> <p>9. '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</p>

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.

Annexure -2

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:

Asst.Engineer ,Purchase, E-mail: nirmalpg@bhhelpswr.co.in, Ph: 0712-3048732

AGM Purchase, Email id: prchiwarkar@bhhelpswr.co.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. Refer Chapter XII of Volume IB Special Conditions of Contract regarding Suspension of Business Dealings: 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. The offers of the bidders who are under suspension as also the offers 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.**

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

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.

1.2. Commitment by Bidder/ Supplier/ Contractor:

1.2.1. The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

1.2.2. The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or

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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.

- 1.2.3. The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

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

4. **All Statutory Requirements as applicable for this project shall be complied with.**
5. **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."**
6. **Following clause shall form part of the HSE documents issued under Chapter IX of Volume IB 'Special Conditions of Contract'**

“In case of any financial deduction made by Customer for lapses of safety other than what is provided elsewhere in the contract, the same shall be charged on back-to-back basis on the defaulting contractor without prejudice to any other right spelt anywhere in the tender /contract”

7. **Please take note of following Revised Tender Clauses:**

- i) ~~Notice Inviting Tender: Sl No 4 and corresponding Changes in GCC Clause No 1.9 regarding EMD~~
- ii) General conditions of Contract: Clause 1.10, 2.13, 1.15.11, Clause No 2.7.10 (New), Clause No 2.28.5 (New)

8. MSE Vendors:

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

To avail the above benefit, participating MSEs should be registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir 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- 5 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

BHARAT HEAVY ELECTRICALS LIMITED
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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.~~

Note: Non submission of said documents by bidders will lead to consideration of their bids at par with other bidders in terms of EMD & cost of tender.

FORFEITURE OF EMD:

EMD by the Tenderer will be forfeited as per Tender Documents if:

- I. After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- II. The Contractor fails to deposit the required Security deposit or commence the work within recommended work commencement date.

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

- EMD given by all unsuccessful tenderers shall be refunded after of award of work.
- EMD shall not carry any interest.
- **EMD of successful tenderer will be retained as part of Security Deposit.**

9. Security deposit

On award of work, the contractor needs to submit a fixed security deposit sum of Rs.15,000/- . This shall be submitted in prescribed form as detailed in General Conditions of Contract (GCC).

Annexure-3

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

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Check List (Annexure-4)

Bidder should duly fill all information in table given below;

1	Name and Address of the Tenderer		
2	Details about type of the Firm/Company	Private Limited/ Partnership/ Proprietorship (Please tick (✓) whichever applicable)	
3	Details of Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: E-mail ID:	
4	EMD DETAILS	DD No: Date : Bank : Amount:	
		APPLICABILITY	BIDDER REPLY
6	Whether the format for compliance with PRE QUALIFICATION CRITERIA 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 submitted	Applicable	YES/NO
8	Copy of PAN Card submitted	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	Declaration confirming knowledge about site condition	Applicable	YES/NO
11	Declaration by Authorised Signatory submitted	Applicable	YES/NO
12	No Deviation Certificate submitted	Applicable	YES/NO
13	Declaration for relation in BHEL submitted	Applicable	YES/NO
14	Copy of GST registration Certificate (If not applicable , a declaration to be submitted by bidder)	Applicable	YES/NO
15	Bank Account Details for E-Payment submitted	Applicable	YES/NO
16	Power of Attorney for Submission of Tender (If tender is signed other than Proprietor, Managing Partner, Director)	Applicable	YES/NO

NOTE : STRIKE OFF 'YES' OR 'NO', AS APPLICABLE

AUTHORIZED SIGNATORY

DATE :

1923

TECHNICAL CONDITIONS OF CONTRACT (TCC)

BHARAT HEAVY ELECTRICALS
LIMITED



BHARAT HEAVY ELECTRICALS LIMITED
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Chapter-I Scope of work and Terms & conditions

Job : Photocopying and allied services viz. Binding etc at BHEL, Shreemohini Complex, Nagpur.

Sealed quotes are invited in two bids-technical and price bid for the work of Photocopying and allied works at our office located at Shreemohini Complex, 345 Kingway, Nagpur .

1. The terms and conditions are as follows:

1.1 Vendor should set-up an establishment in BHEL Office located at Shreemohini complex which shall include 2 nos. photocopying machine(s) as per the following specification:

- **Machines of make to be deployed - CANON / KONICA MINOLTA / TOSHIBA / XEROX / SHARP/ PANASONIC/ KYOCERA / MURATEC.**

Technical Details of the machines to be deployed are given below:

35 CPM or above capacity, Digital Photocopy machine with Reversible automatic document feeder and Electronic Sorter, capacity up to A3 to A3 copy, reduction and enlargement facility and duplexing along with the facility of taking prints through Network (if required).

The party shall include technical brochures / relevant papers of the photocopying machine which contains the above specifications in technical bid. Successful bidder should install the same machine.

1.2 The specification of paper to be used for photocopying / printing shall be of at least 70/ 75 GSM Bilt graphic paper of reputed brands.

However, BHEL shall approve one or two brands of 70/ 75 GSM paper. Upon approval the tenderer shall have the right to use any of the approved paper.

1.3. Photocopying Machine is required to be installed at the cost of service provider. Service Provider is required to submit rate in the financial bid document. The rates will be settled per copy basis. The rates will be inclusive of operator wage (employed by Service Provider) and all the consumables required for photocopying.

1.4 The operating hours shall be from 9.00 am to 6.00 pm. The working days of the week will be six days, Monday through Saturday. In case of any additional and emergency work when the machine(s) need to be operated beyond the normal working hours or holidays, the service provider will have to provide such services at no extra cost.

1.5. Service Provider shall provide adequate no. of competent fulltime staff for timely completion of works , who will be responsible on site for all aspects of running and managing the facility.

1.6 Service Provider will provide substitute fully trained staff whenever the regular operator is on leave due to absenteeism or sickness. Any such replacement will be fully conversant with the operation of the photocopy machine/equipment and all relevant procedure. The cost of providing such replacement will be borne by service provider.

1.7 Service provider will be responsible for arranging all equipment, service and maintenance to meet high standard of consistent quality.

1.8. Service Provider will maintain a stock control system and provide all relevant supplies including paper, stapler pins, toner and all consumables necessary to run the photocopy machine/ equipment.

1.9 All equipment and staff utilized in this service will be totally dedicated for exclusive use of BHEL and no outside work will be undertaken.

1.10. In case of machine break down, service provider will provide immediate backup machine so that the down time is minimized to less than 4 hours and work of BHEL/PSWR is not held up.

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Chapter-I Scope of work and Terms & conditions

1.11 Security of all documents will be protected and under no circumstances papers given for photocopy or copies thereof shall be taken out of the premises or given to persons not authorized by BHEL.

1.12. It shall be the sole responsibility and liability of the service provider to carry out the obligations arising out of various labour legislations such as Contract Labour (Regulation and Abolition) Act 1970, Minimum Wages Act 1948, Payment of Wages Act 1936, Payment of Bonus Act, Industrial Disputes Act 1947, Employee Provident Fund and Misc. Provisions Act 1952, Employees' State Insurance Act 1948, Women's Compensation Act 1923, Child Labour (Prohibition and Regulation) Act 1986 and such other relevant enactment are in force from time to time in respect of staff engaged by the service provider to provide the service.

1.13. Service Provider shall raise bill on monthly basis and submit the same succeeding month for payment. BHEL will normally settle the bill within 30 days from the receipt of the bill. However for delayed payment, the service provider will not charge any penalty or interest to BHEL.

1.14. BHEL may terminate the agreement with one month notice in case the services are not found satisfactory or otherwise. In such a case, BHEL will pay on actual work basis for the duration for which the services were used during the period in question.

1.15. The insurance of the equipment and staff utilized in this service will be borne by the service provider only. BHEL is in no way concerned with extending such facility to contractor staff.

1.16. BHEL will not be responsible for any damage to the machine arising out of unusual occurrences for example voltage fluctuations, seepage of water etc.

1.17. Periodic service of photocopying machine is to be undertaken by the service provider to ensure uninterrupted quality.

1.18. The Service Provider will also arrange for the photocopy and other services associated with this contract not covered under this contract, however, the rates for that will be certified by Head of concerning department and bills will be paid accordingly.

1.19. As photocopying work has to be done immediately after receipt of request form respective departments, the contractor should deploy sufficient number of operators for the same

1.20 BHEL shall provide electricity free of charge to operate the machine.

1.21 BHEL shall provide space for setting up the said establishment.

1.22 Bidder has to deposit EMD of Rs.13,672/- along with the tender.

1.23 Successful bidder has to deposit security deposit of Rs.15,000/- .EMD of successful bidder shall be adjusted towards Security deposit.

1.24 The works quantities mentioned in priced are the average tentative requirement. The quantities shall vary according to actual requirements. No Compensation on variation in quantity shall be paid to contractor.

1.25 The vendor may visit at BHEL , nagpur office to acquaint with the existing facilities are currently being provided & bidder may seek clarification from BHEL before quoting and the vendors shall deemed to have understood the tender clauses and scope of work. Any interpretation of the terms of this tender by BHEL will be binding on the vendor.

1.26 The party is required to quote for photocopying charges for A/4 size (one side) only. The charges for other size papers and allied works, fixed by BHEL and mentioned in the BID, will be binding on the vendor

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Chapter-I Scope of work and Terms & conditions

1.27. Eligibility Criteria

The tenderer should have satisfactory service record with other Organization/s as sought in Annexure - 1 Pre qualifying requirements of Tender.

1.28. STATUTORY REGISTRATIONS:

The tenderer must have valid PAN No. & Photocopy of PAN Card is to be submitted with the technical bid.

1.29. Validity and termination of the contract:

The contract shall be valid for a period of the 24 (Twenty Four) Months with effect from the date of deployment of machine at BHEL office. The contract may be renewed for additional Three months at the discretion of BHEL on same rates.

Contractor shall be given one week of notice to deploy the machines & to start the work.

1.30. The rates will remain firm during contract period.

1.31. Penalty:-

The tenderer should ensure regular and uninterrupted quality services at all times. In case of failure in services or negligence (as defined below), appropriate punitive action shall be taken by the Institute, which also includes monetary penalty as detailed below;

1.31.1) If all the machine fails to provide the service and not even a single machine is rectified within 4 hours of breakdown, penalty @ Rs.1000/- per day shall be recovered from contractor.

1.31.2) Other Penalty not exceeding 5% of total monthly bill payable by BHEL to the service provider for the following non compliances;

1. The service provider delivers poor quality of copies / prints to the user even after receiving written notice by BHEL regarding poor copy / print quality.
2. If the copy/printing activity stops due to service provider's failure in supplying paper, toner, and other consumables required to run the machines.
3. Service provider provides copy/printing services to any individual / organization not authorized by BHEL.
4. The service provider fails to supply paper as per specification.
5. Operators are not available during the stipulated timings.
6. Breach of any clause of tender / agreement even after receiving prior written notice by BHEL.
7. Any other matter which is an act of negligence or breach of ethics by the service provider.

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1.32. Specifications of Photocopy Machine:

The machines to be installed in the campus may be mentioned clearly with brand name, model, year of manufacturing etc. **The brochure of the machine containing pictures and specifications should also be enclosed with tender.**

The details should be provided in the format given below:-

Sl.No	Specification of Machine Required for Photocopying	
1	Machine Name	
2	Brand	
3	Model	
4	Year of purchase/manufacturing	
5	Function	
6	Memory	
7	HDD	
8	Document feeder	
9	Copy/print/scan resolution	
10	Continuous copy	
11	Warm Up time	
12	Size	
13	Zoom ratio	
14	Paper capacity	
15	User code	
16	Interface	
17	Network operating system	
18	Scan feature	
19	Scan output format	
20	Any other specification	

Note: To the details of multiple machines, copies this format to be used.

I hereby certify that the above mentioned specifications/particulars are true and correct to my knowledge.

Date
Place

Sign & Seal of the bidder

2 .0 TAXES, DUTIES, LEVIES (Rev 12 dated 23/10/2017)

For works other than enabling work

- 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 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.

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Chapter-II Taxes & duties**

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

Chapter-III Forms

Sl. No.	Description	Details
1	Name of the Party	
2	Address of the party	
3	Contact Person's Name	
4	Cell No. of Contact Person	
5	Land Line No.	
6	FAX No.	
7	E-mail ID of the Party	
8	PAN No.	
10	GST Registration No.	

(Signature With name, Designation & seal of the firm)

Chapter-III Forms

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.

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

Chapter- III Forms

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)

Chapter- III Forms

DECLARATION CONFIRMING KNOWLEDGE ABOUT SITE CONDITIONS

(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 confirming knowledge about Site conditions**

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

I/We, _____ hereby declare that we have acquired full knowledge and information about the Site conditions including Wage structure, Industrial Climate, the Law & Order and other conditions prevalent at and around the Site. We further confirm that the above information is true and correct and we shall not raise any claim of any nature due to lack of knowledge of Site conditions.

I/We, hereby offer to carry out work as detailed in above mentioned Tender Specification, in accordance with Terms & Conditions thereof.

Yours faithfully,

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

Date :

Place:

Chapter- III Forms

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

Chapter- III Forms

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 Proprietor/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.
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.

Chapter- III Forms

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

Chapter- III Forms

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

Chapter- III Forms

POWER OF ATTORNEY for SUBMISSION OF TENDER
(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