

TENDER SPECIFICATION

No.

BHE/PW/PUR/T&P-MANUAL-SCAN/1887

FOR

CONVERSION OF T&P MANUALS HARD COPIES INTO SOFT COPY

VOLUME- I - TECHNICAL BID

VOLUME-I CONSISTS OF:

- Notice Inviting Tender
- Volume I A - Technical Conditions of Contract,
- Special conditions of Contract (SCC-Part of Volume IA)
- Volume I B -VOID
- Volume I C - VOID

VOLUME-II CONSISTS OF:

- Price Bid Specification



BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

POWER SECTOR - WESTERN REGION

345-KINGSWAY, NAGPUR-440 001

1887

NOTICE INVITING TENDER

Bharat Heavy Electricals Limited





BHARAT HEAVY ELECTRICALS LIMITED
 POWER SECTOR-WESTERN REGION
 'Shreemohini' Complex, 5th floor
 345-Kingsway Nagpur 440001
 Phone: 0712-3048600 Fax: 0712-3048 699

**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/T&P-MANUAL-SCAN/1887	
ii	Broad Scope of job	CONVERSION OF T&P MANUALS HARD COPIES INTO SOFT COPY.	
iii	DETAILS OF TENDER DOCUMENT		
A	Volume-I	<i>Technical Bid</i>	Applicable
B	Volume-IA	<i>Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc.</i>	Applicable
C	Volume-IB	<i>Void</i>	Applicable
D	Volume-IC	<i>General Conditions of Contract (GCC)</i>	Applicable
E	Volume-ID	<i>Void</i>	Applicable
F	Volume-II	Price Schedule (Absolute value) consists of:- • Volume-II- Price Bid Specification	Applicable
iv	Issue of Tender Documents	✓ <u>Sale from BHEL PS Regional office at:</u> Start : 09/02/2018 , Closes: 02/03/2018 ,Time : 15.00 Hrs ✓ From BHEL website (www.bhel.com) Tender documents will be available for downloading from website till due date of submission	Applicable
v	DUE DATE & TIME OF OFFER SUBMISSION	Date : 02/03/2018, Time 15.00 Hrs Place : <u>BHEL PS Regional office at :Nagpur</u> Tenders being submitted through representative shall be submitted at dispatch section of PSWR HQ Office after making entry/registration at the reception. For any assistance on the matter kindly contact following officials: Mr. Abhijeet Kumar /Sr. Engineer Mr. Baijnath / Asst. Engineer(Purchase)	Applicable

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vi	OPENING OF TENDER	<p>1 hours after the latest due date and time of Offer submission</p> <p><i>Notes:</i> (1) In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day. (2) Bidder may depute representative to witness the opening of tender.</p>	Applicable
vii	EMD AMOUNT	<p>Rs 1,708/- (Rupees One Thousand Seven Hundred Eight only.</p> <p>Note: One Time EMD is no more applicable for this tender.</p>	Applicable* (*---Refer Annex-03 "Imp. Information" of NIT for MSE Vendors)
viii	COST OF TENDER	Rs 2000/-	Applicable
ix	LAST DATE FOR SEEKING CLARIFICATION	<p>Date: Atleast 2 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>Mr. Abhijeet Kumar /Sr. Engineer Ph: 0712-3048-704 Email: kabhi@bhel.in</p> <p>Mr. Baijnath / Asst Engineer Ph: 0712-3048-652 Email: baijnath@bhel.in</p>	Applicable
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	-	Not Applicable
xii	Latest updates	<p>Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com-->Tender Notifications →View Corrigendums) and not in the newspapers. Bidders to keep themselves updated with all such information.</p>	

- 2.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly signed & stamped on each page, as part of offer. Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form in the techno-commercial offer other than the Price Bid, shall not be entertained.
- 3.0 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
- 4.0 Unless specifically stated otherwise, bidder shall deposit EMD as per the provisions in General Conditions of Contract. 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 Electronic Fund Transfer, Bank account details of BHEL PSWR to be used is as below:-

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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

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

Original Demand Draft/ Payorder or receipt of Electronic Fund Transfer duly signed is to be submitted along with the Techno Commercial offer, failing which the offer is liable to be rejected.

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	
	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 be indexed properly and credential certificates issued by clients shall distinctly bear the	

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	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 : <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><u>ENVELOPE – II superscribed as:</u> 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 OR 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><u>ENVELOPE-III</u> 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><u>ENVELOPE-IV</u> (MAIN ENVELOPE / OUTER ENVELOPE) superscribed as: TECHNO-COMMERCIAL BID, PRICE BID & EMD TENDER NO: NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION:</p>	

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	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.

- 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.
- 14.0 Unless specifically mentioned otherwise, bidder's quoted price shall 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

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to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful/Disqualified bidders under intimation to the respective bidders.

18.0 Validity of the offer shall be for **Six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.

19.0 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

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) — Part of Volume-1A
- ~~f. Volume 1B~~
- ~~g. General Conditions of Contract (GCC) — Volume 1C~~
- ~~h. 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 (Purchase)

Enclosure

01. ANNEXURE-1: Pre Qualifying criteria
02. ANNEXURE-2: Check List
03. ANNEXURE-3: Important Information.
04. ANNEXURE-4: MSE ANNEX

ANNEXURE-I

PRE QUALIFYING REQUIREMENTS

TENDER NO	BHE/PW/PUR/T&P-MANUAL-SCAN/1887
JOB	CONVERSION OF T&P MANUALS HARD COPIES INTO SOFT COPY.

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	Technical Bidder should possess the scanner which is able to scan the Colour as well as Black & White documents as per BHEL's Technical Requirement.	APPLICABLE	
	FINANCIAL TURNOVER Bidders must have achieved an average annual financial turnover of Rs. 25,620/- or more over last three Financial Years (FY) i.e. Financial Years (FY) i.e. Financial Years 2014-15, 2015-16, 2016-17	APPLICABLE	
C-2	NETWORTH (only in case of Companies) Net worth of the Bidder based on the latest Audited Accounts as furnished for 'C-1' above should be positive.	APPLICABLE	
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	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"> 1. 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. 2. 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. 3. 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. 4. 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 			

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	companies) 5. C-3:- PROFIT : PROFIT shall be PBT earned during any one year of last three financial year as in C.1 above
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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.

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

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ANNEXURE-2

Check List

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		
3	Details of Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: 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	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	Integrity Pact	Not Applicable	---
11	Declaration by Authorised Signatory submitted	Applicable	YES/NO
12	No Deviation Certificate submitted	Applicable	YES/NO
13	Declaration confirming knowledge about Site Conditions submitted	Applicable	YES/NO
14	Declaration for relation in BHEL submitted	Applicable	YES/NO
15	Non-Disclosure Certificate submitted	Applicable	YES/NO
16	Bank Account Details for E-Payment submitted	Applicable	YES/NO
19	Power of Attorney for Submission of Tender/ Signing Contract Agreement submitted	Applicable (If documents are signed other than Managing director/Proprietor/Managing Partner)	YES/NO

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

DATE :
AUTHORIZED SIGNATORY

(With Name, Designation and Company seal)

IMPORTANT INFORMATION

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

**BHEL PSWR, 5TH & 6TH FLOOR,
SREEMOHINI 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:

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

Sr. Engineer, Purchase, Email: kabhi@bhel.in, Ph: 0712-3048-704

Asst. Engineer, Purchase, Email: bajinath@bhel.in, Ph: 0712-3048-652

- 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. 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), 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 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.

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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TECHNICAL CONDITIONS OF CONTRACT (TCC)

BHARAT HEAVY ELECTRICALS
LIMITED



TECHNICAL CONDITIONS OF CONTRACT (TCC)- VOLUME-IA

SCOPE OF WORK / SERVICES:

Job Description: Conversion of T&P manuals of different type cranes & other equipment's to soft copies.

1. Total Nos. of A4 Pages = 13500 (Approx.)
2. Total Nos. of drawing A1 size 50 (Approx.)

Scope of Work:

1.0 Collection of Manuals: The hard copy of the manuals are available at BHEL Office, FEX department, 6th Floor, Shree Mohini Complex, 345, Kingsway, Nagpur - 440001. The vender has to collect all the manuals from BHEL office and transport it from BHEL office to the vendor's works.

After completion of scanning work vendor has to return all the collected manuals to BHEL in good condition and also keep all the documents in their respective Almirahs & shelves.

The vender will to sign the "Receipt Voucher" containing the list of all the manuals & documents during collection of Manuals.

2.0 Technical Requirement for Scanning of Documents: Vender will scan all the documents as per the following specification;

- a) All the Manuals will be scanned and will be provided in **PDF format**.
- b) Minimum Resolution of the Manual will be **300 PPI** or 300 DPI. However, the same may be increased in case the scan copy of document is not legible.
- c) Black & White pages are to be scanned in Black & White setting mode and coloured pages are to be scanned in colour mode.
- d) The soft Copy of the Manuals has to be provided in Pen drives (returnable basis).
- e) Renaming of all the scanned files will be done by the vender as per BHEL instruction.

3.0 Inspection: Inspection of the quality of the scanned pdf file will be done by BHEL Engineer. If it is found that the scanned manual is unreadable, blur, hazy or incompletely scanned, BHEL Engineer can instruct the vender for rescanning of any page or whole manual. No extra charges shall be payable for rescanning work.

4.0 Work Completion: The work is to be completed within 06 weeks from the written intimation from BHEL. BHEL will issue work completion certificate on receipt of soft copy and hard copy of all the Manuals.

5.0 Handling of Manuals & Documents: All the manuals & documents are very precious to BHEL and are very expensive. The vender shall take utmost care of all the Documents, Manuals and its pages should not get damaged, tore, damped or misplaced. Manuals should also be protected from rats, termites and other insects.

If any of the manual or its page found damaged, misplaced, tore or damped. The current replacement cost of manual with 30% overhead will be recovered from the vender. The current replacement cost will be the fixed by BHEL.

6.0 Binding: If it is not possible to scan the manual without opening its binding, vender may open it binding at its own risk and Re-bind the manual after completion of scanning work. The manual should not get damaged in binding process. Any damaged to the manual will attract penalty as per penalty clause.

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7.0 Confidentiality: Vendor will not share any copy of the manual with any outside other person. Vendor will also delete all the copy of the manuals from his system before handing over of documents to BHEL. Non-disclosure certificate shall be furnished by bidder in support of same. In case, it is found that this agreement has been violated at any instance, BHEL reserves the right to take suitable action against the vendor.

8.0 Disputes & Arbitration:- All cases of disputes will be resolved according to the Indian Arbitration Act 1996. The area of jurisdiction shall be Nagpur, Maharashtra

9.0 Quantity:

1. Approximate Total Quantity of the **A4** size pages is **13500 Pages**.
2. Approximate Total Quantity of the **A1** size pages is **50 Pages**.

Note:- Payment shall be made for the actual no. of scanned pages. The quantities given in the contract are tentative and may change to any extent (both in plus side and minus side). The quoted rates for individual items shall remain firm irrespective of any variations in the individual quantities.

10.0 Payment Terms: Payment terms "100% payment shall be made within 45 days after submission of invoice and work completion certificate issued by BHEL".

11.0 Price evaluation shall be done based on the total amount for entire scope of Work. Bidder must quote in the Price bid BHEL format only. 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. Unsolicited discounts received after opening of techno-commercial bids shall not be considered for evaluation.

Quotations not accompanying filled in 'Price Format' are likely to be rejected. Terms and condition if any enclosed with price bid, shall not be considered.

When the rate quoted by the bidder is not worked out correctly for total price, the per unit quoted price for each item as per price bid shall be considered for evaluation.

12.0 EXTRA WORKS

All rectifications/modifications, revamping, and reworks required for any reasons not due to the fault of the vendor, or needed due to any change in deviation from specification, mismatching, or due to damages in transit, storage, and other allied works which are not very specifically indicated in the tender, but are found essential for satisfactory completion of the work, will be considered as extra works.

BHEL retains the right to award or not to award any of the major rework/modification/rectification works to the vendor, at their discretion without assigning any reason for the same.

After eligibility of extra works is established and finally accepted by BHEL engineer/designer, payment will be released on competent authority's approval.

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13.0 Supplementary Items:

Supplementary items are items/works required for completion of entire work but not specified in the scope of work. Subject to certification of such items/works as supplementary items by BHEL Engineer, rates shall be derived on the basis of any one of the following on mutual agreement:-

- i) Based on percentage breakup/rates indicated for similar/nearby items
- ii) In case (i) above does not exist, then BHEL/site may derive the percentage breakup/rates to suit the type of work.

14.0 Liquidated Damage: LD shall be applicable as 0.5% of the Purchase/Work order value pertaining to Services (excluding elements of taxes, duties and freight) per week of delay or part thereof subject to a maximum of 10% of the respective portion of total order value (excluding elements of taxes, duties and freight).

15.0 Address for Collection of Manuals:

BHEL 5th & 6th Floor,
Shreemohini Complex,
345-Kingsway, Nagpur-440001

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16.0 TAXES, DUTIES, LEVIES (Rev 12 dated 23/10/2017)

- 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 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.

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- 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.**
- 16) **Refer Annexure - 2 for BOCW Act & Cess Act.**

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

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ANNEXURE-2 **BOCW Act & Cess Act**

Bidder may please note that the sub-contractor/bidder of BHEL engaging building or construction worker in connection with building or other construction work, are required to follow the procedures enumerated below:

1. It shall be the sole responsibility of the contractor as employer to ensure compliance of all the statutory obligations under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.
2. It shall be sole responsibility of the contractor engaging Building Workers in connection with the building or other construction works in the capacity of employer to apply and obtain registration certificate specifying the scope of work under the relevant provisions of the Building and Other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 from the appropriate Authorities.
3. It shall be responsibility of the contractor to furnish a copy of such Registration Certificate within a period of one month from the date of commencement of Work.
4. It is responsibility of the contractor to register under the Building and other Construction Workers' Welfare Cess Act, 1996 and deposit the required Cess for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 at such rate as the Central Government may , by notification in the Official Gazette, from time to time specify. However, before registering and deposit of Cess under the Building and other Construction Workers' Welfare Cess Act, 1996, the contractor will seek written prior approval from the Construction Manager.
5. It shall be sole responsibility of the contractor as employer to get registered every Building Worker, who is between the age of 18 to 60 years of age and who has been engaged in any building or other construction work for not less than ninety days during the preceding twelve months as Beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996.
6. It shall be sole responsibility of the contractor as employer to maintain all the registers, records, notices and submit returns under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.
7. It shall be sole responsibility of the contractor as employer to provide notice of poisoning or occupation notifiable diseases, to report of accident and dangerous occurrences to the concerned authorities under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the rules made thereunder and to make payment of all statutory payments & compensation under the Employees' Compensation Act, 1923.
8. It shall be the responsibility of the sub-contractor as employer to make payment/deposit of applicable cess amount on the extent of work involving building or construction workers engaged by the sub-contractor within a period of one month from the receipt of payment. It shall also be responsibility of the Contractor to furnish BHEL on monthly basis, Receipts/ Challans towards Deposit of the Cess under the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder along with following statistics :
 - (i) Number of Building Workers employed during preceding one month.
 - (ii) Number of Building workers registered as Beneficiary during preceding one month.
 - (iii) Disbursement of Wages made to the Building Workers for preceding wage month.
 - (iv) Remittance of Contribution of Beneficiaries made during the preceding month
9. BHEL shall reimburse the contractor the Cess amount deposited for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 under the

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Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder. However, BHEL shall not reimburse the Fee paid towards the registration of establishment, fees paid towards registration of Beneficiaries and Contribution of Beneficiaries remitted.

10. It shall be responsibility of the Building Worker engaged by the Contractor and registered as a beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 to contribute to the Fund at such rate per mensem as may be specified by the State government by notification in the Official Gazette. Where such beneficiary authorizes the contractor being his employer to deduct his contribution from his monthly wages and to remit the same, the contractor shall remit such contribution to the Building and other construction Workers' Welfare Board in such manner as may be directed by the Board , within the fifteen days from such deduction.

11. Bidders may please note that though the quoted price is exclusive of BOCW (which will be reimbursed by BHEL as per sub-clause 9 above) , however, If at any point of time during the contract period, non-compliance of the provisions of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder is observed, BHEL reserves the right to deduct the applicable cess (1%) on the contract value and penalty (if any, imposed by Cess Authorities) from the payables on account of non-compliance.

12. The contractor shall declare to undertake any liability or claim arising out of employment of building workers and shall indemnify BHEL from all consequences / liabilities / penalties in case of non-compliance of the provisions of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.

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17.0 SECURITY DEPOSIT

Total amount remitted towards E.M.D. by successful bidder shall be retained till the closure of the contract. However, it shall be converted into Security Deposit progressively in line with the issued work order. The total amount of security deposit for the said contract shall be 2.5% (Two & Half Percentage) of the order value. Balance amount pertaining to SD, as applicable shall be deposited by the means of bank guarantee or in some other form, before starting the contract. Security Deposit shall not carry any interest.

18.0 RETURN OF SECURITY DEPOSIT

After the successful completion of the contract period the Security Deposit shall be returned.

19.0 DATA TO BE ENCLOSED ALONG WITH OFFER

Full information shall be given by the tenderer in respect of the following. Non-submission of this information may lead to rejection of the offer.

- i) INCOME TAX PERMANENT ACCOUNT NUMBER**
Certified copies of Permanent Account Numbers as allotted by Income Tax Department for the Company/Firm/Individual Partners, etc. shall be furnished along with tender.
- ii)** An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole proprietor.
- iii) IN CASE OF INDIVIDUAL TENDERER:**
His / her full name, address and place & nature of business.
- iv) IN CASE OF PARTNERSHIP FIRM**
The names of all the partners and their addresses, A copy of the partnership deed/instrument of partnership dully certified by the Notary Public shall be enclosed.
- v) IN CASE OF COMPANIES:**
 - a. Date and place of registration including date of commencement certificate in case of Public Companies (certified copies of Memorandum and articles of Association are also to be furnished).
 - b. Nature of business carried on by the Company and the provisions of the Memorandum relating thereof.

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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:

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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)

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DECLARATION FOR RELATION IN BHEL

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

To,

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

Dear Sir,

Sub : **Declaration for relation in BHEL**

Ref : 1) NIT/Tender Specification No:

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

Tick(√) any one as applicable:

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

OR

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

(i)

(ii)

Signature of the Authorised Signatory

Note:

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

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BANK ACCOUNT DETAILS FOR E-PAYMENT

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

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

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

Signature of the Authorised Signatory

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NON DISCLOSURE CERTIFICATE

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

NON DISCLOSURE CERTIFICATE

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

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

- To maintain confidentiality of documents & information which shall be used during the execution of the Contract.

- The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL PS__.

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

Date:

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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

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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