

**TENDER SPECIFICATION NO:
BHE/PW/PUR/RSCB-TAXI/2188**

**HIRING OF TAXIS ON REQUIREMENT BASIS
FOR
BHEL-PSWR SAS BARODA OFFICE (GUJARAT).**

VOLUME – IA (TECHNICAL BID)

VOLUME-I CONSISTS OF

- Notice Inviting Tender,
- Volume-IA : Technical Conditions of Contract,

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**

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)
POWER SECTOR - WESTERN REGION
345, KINGS WAY - NAGPUR 440 001

Tender specification No- BHE/PW/PUR/RSCB-TAXI/2188

ISSUE DETAILS

NAME OF THE WORK: HIRING OF TAXIS ON REQUIREMENT BASIS FOR BHEL-PSWR SAS BARODA OFFICE (GUJARAT).

EARNEST MONEY DEPOSIT: Refer Notice Inviting Tender

LAST DATE FOR Refer Notice Inviting Tender
TENDER SUBMISSION .

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

M/s.

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PLEASE NOTE:
THESE TENDER SPECS DOCUMENTS ARE NOT TRANSFERABLE.

For Bharat Heavy Electricals Limited

Addl. GENERAL MANAGER (Purchase)
Place: Nagpur
Date:

PLACE: NAGPUR

DATE:

BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR WESTERN REGION, NAGPUR
Notice Inviting Tender (NIT)



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 SITE

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/RSCB-TAXI/2188
ii	Broad Scope of job	HIRING OF TAXIS ON REQUIREMENT BASIS FOR BHEL-PSWR SAS BARODA OFFICE (GUJARAT).
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	<i>Price Schedule (Absolute value) consists of:-</i> • Volume-II- Price Bid Specification Applicable
iv	Issue of Tender Documents	✓ <u>Sale from BHEL PS Regional office at:</u> Start : 26-09-2019 , Closes: 07-10-2019 ,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 : 07-10-2019, 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 (Purchase) Mr. Baijnath / Asst. Engineer (Purchase) Mr. Anand Yadaw/ Dy Engineer (Purchase) Applicable

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vi	OPENING OF TENDER	1 hours after the latest due date and time of Offer submission Notes: (1) In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day. (2) Bidder may depute representative to witness the opening of tender.	Applicable
vii	EMD AMOUNT	Rs 14,900/- (Rupees Fourteen Thousand Nine Hundred only. Note: One Time EMD is no more applicable for this tender.	Applicable* (*---Refer Annex-03 "Imp. Information" of NIT for MSE Vendors)
viii	COST OF TENDER	Rs 2000/-	Applicable
ix	LAST DATE FOR SEEKING CLARIFICATION	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: <u>Contact Details (RSC-Vadodara)</u> Mr. Abhijeet Kumar /Sr. Engineer Ph: 0712-3048-704 Email: kabhi@bhel.in Mr. Baijnath / Asst Engineer Ph: 0712-3048-652 Email: baijnath@bhel.in Mr. Anand Yadaw / Dy Engineer Ph: 0712-3048-635 Email: anandk@bhel.in <u>Contact Details (RSC-Vadodara)</u> 1) Mr. Manoj Kumar / Administrator (HR) PH: 0265-2370276, Mob: 09429198218 2) Mr. Hariharan Iyer /Dy Manager Mob: 07767835533	Applicable
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	-	Not Applicable
xii	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com-->Tender Notifications →View Corrigendums) and not in the newspapers. Bidders to keep themselves updated with all such information.	

- 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

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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 defined in this tender. 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: -

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.

Procedure for Earnest Money Deposit					
Description/ Mode of Submission	EFT	Cash	DD/Pay Order	FDR (Refer GCC clause no 1.9.1(iv) for FDR)	Bank Guarantee (Refer GCC clause no 1.9.1(iv) for Acceptable Portion of EMD in the Form of BG)
Proof of EMD along with the offer			Scan Copy has to be submitted	Scan Copy has to be submitted	Scan Copy of BG has to be submitted.
Submission of EMD to BHEL PSWR, Nagpur	Receipt of Amount Transferred into BHEL Account	Receipt of cash deposit at BHEL office	Original DD/ Pay order to be sent through Registered Post	The Original FDR to be sent through Courier/Post to BHEL PSWR Nagpur.	The Original Bank Guarantee/any extensions /amendments shall be sent directly by the Bank to BHEL under Registered Post (Acknowledgement Due), addressed to the Purchase Department, BHEL PSWR, Nagpur.

~~Copy of One Time EMD Certificate or~~ The proof of Demand Draft/ Payorder/FDR or BG or receipt of Electronic Fund Transfer duly signed is to be submitted with the Techno Commercial offer. **In case of Demand Draft/ Payorder/FDR/BG, Original Demand Draft/ Payorder/FDR/BG shall be sent to the officer inviting tender within a reasonable time failing which the offer is liable to be rejected.**

- 5.0 **Procedure for Submission of Tenders**: 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
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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: <ol style="list-style-type: none"> 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. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding. <ol style="list-style-type: none"> In case of acceptance of the deviations, appropriate loading shall be done by BHEL 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 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		
	ENVELOPE – II superscribed as: PART-I (EMD/COST of TENDER) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING:-	

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i.	<p>1. Earnest Money Deposit (EMD) in the form as indicated in this Tender</p> <p style="text-align: center;">OR</p> <p>Documentary evidence for 'One Time EMD' with the Power Sector Region of BHEL floating the Tender</p> <p>2. Cost of Tender (Demand Draft or copy of Cash Receipt as the case may be)</p>	
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	PART-II	
	PRICE BID consisting of the following shall be enclosed	
	<p>ENVELOPE-III superscribed as: PART-II (PRICE BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:</p> <p>CONTAINING THE FOLLOWING</p>	
i	Covering letter/Offer forwarding letter of Tenderer enclosed in Part-I	
ii	Volume II – PRICE BID (Duly Filled in Schedule of Rates – rate/price to be entered in words as well as figures)	

	OUTER COVER	
	<p>ENVELOPE-IV (MAIN ENVELOPE / OUTER ENVELOPE) superscribed as: TECHNO-COMMERCIAL BID, PRICE BID & EMD TENDER NO: NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION:</p> <p>CONTAINING THE FOLLOWING:</p>	
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 **Assessment of Capacity of Bidders:** Not Applicable.
- 10.0 Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc. before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.
- 11.0 For any clarification on the tender document, the bidder may seek the same in writing or through e-mail, 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

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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 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.

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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

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: Integrity Pact
04. Annexure-4: Important Information.
05. Annexure-5: MSE Annex.
06. Annexure-6: Declaration for Reverse Auction.
07. Annexure-7: Declaration for not being under Bankruptcy Code Proceedings
08. Annexure-8 to Annexure 16: Various Formats.

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ANNEXURE-1

PRE QUALIFYING REQUIREMENTS

TENDER NO	BHE/PW/PUR/RSCB-TAXI/2188
JOB	HIRING OF TAXIS ON REQUIREMENT BASIS FOR BHEL-PSWR SAS BARODA OFFICE (GUJARAT).

SL NO	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Name and Description of qualifying criteria	Page no of supporting document. Bidder must fill up this column as per applicability
A	Submission of Integrity Pact duly signed (if applicable)	NOT APPLICABLE	
B	<p><u>TECHNICAL PQR:</u></p> <p>B) Bidder shall essentially meet all the Qualifying Requirements (i.e. B.1, B.2, B.3 and B.4) as under:</p> <p>B.1) The Bidder must be a registered Tour & Taxi Operator / Travel Agency. Copy of registration certificate shall be enclosed.</p> <p style="text-align: center;">And</p> <p>B.2) The Bidder should have regular establishment / office anywhere in India and have to produce documentary evidence of registration to this effect. The office shall have telephone, and e-mail facilities for accepting booking of taxis.</p> <p style="text-align: center;">And</p> <p>B.3) The Bidder should be having minimum 05 Nos. latest model cars (NOT BEFORE JANUARY 2017 MODEL), registered in the state of Gujarat under Taxi permit in Bidder's name/firms name/Company name.</p> <p style="text-align: center;">And</p> <p>B.4) The Bidder shall have executed any of the following similar work during last 7 years (<i>Similar work means supply of taxis on requirement basis / monthly hire basis to any Pvt/Govt. undertaking/ Companies/ Establishments/ Organization against Work order / Purchase order/Agreement.</i>) :-</p> <p>B.4.1) Executed Three similar works of value not less than ₹ 2,98,000 /- each</p> <p style="text-align: center;">OR</p> <p>B.4.2) Executed the Two similar works of value not less than ₹ 3,75,500/- each.</p> <p style="text-align: center;">OR</p> <p>B.4.3) Executed similar work of value not less than ₹ 5,96,000/-.</p> <p>To establish either of the criteria B.4.1 to B.4.3, documentary proof such as the Work Order/Purchase Order indicating value</p>	APPLICABLE	

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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
	of work along with certificate of satisfactory services from the Agencies/Companies/ Establishments to whom similar services were provided should be enclosed.		
C-1	<u>FINANCIAL TURNOVER</u> Bidders must have achieved an average annual financial turnover of Rs. 2.23 Lakhs or more over last three Financial Years (FY) i.e. Financial Years (FY) i.e. Financial Years 2015-16, 2016-17, 2017-18.	APPLICABLE	
C-2	<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.	APPLICABLE	
C-3	<u>PROFIT</u> Bidder must have earned profit in any one of the three Financial Years as applicable in the last three Financial Years defined in 'C-1' above based on latest Audited Accounts.	APPLICABLE	
C-4	Bidder must not be under Bankruptcy Code Proceedings (IBC) by NCLT or under Liquidation / BIFR, which will render him ineligible for participation in this tender, and shall submit undertaking to this effect.	APPLICABLE	
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	

Explanatory Notes for the PQR (unless otherwise specified in the PQR)

Explanatory Notes for PQR B (Technical)

- 1) For the criteria (B1), actual executed value shall be considered.
- 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-

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

Where

P = Updated value of work

R = Value of executed work

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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
	<p>X_N = All India Avg. Consumer Price index for industrial workers for three months prior to the month of latest due date of bid submission (e.g. If latest bid submission date is 02-Mar-17, then bid submission month shall be reckoned as March'17 and index for Dec'16 shall be considered).</p> <p>X_0 = 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 02-Mar-17, then bid submission month shall be reckoned as March'17 and index for Dec'16 shall be considered).</p> <p>Y_0 = Monthly Whole Sale Price Index for All Commodities for last month of work execution.</p> <p>3) Time period for achievement of the 'Technical' criteria of PQR (as in 'B' above) will be the last 7 years ending on the 'latest date' of Bid submission</p> <p>4) '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>		
	<p><u>PQR C (Financial)</u></p> <p>1. Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated against C-1 above.</p> <p>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.</p> <p>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.</p> <p>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. (*: Share Capital OR Partnership Capital OR Proprietor Capital as the case may be)</p> <p>5. C-3: Bidder must have earned profit in any one of the three financial years as applicable in the last three financial years as furnished for 'C-1' above. Note: PROFIT shall be PBT earned during any one year of last three financial years as in 'C-1' above.</p>		
	<p><u>Common Explanatory Notes:</u></p> <p>1. For evaluation of PQR, the credentials of the Bidder alone, and not that of the Group Company shall be considered.</p> <p>2. "Executed" means the bidder should have achieved the criteria specified, even if the contract has not been completed or closed.</p> <p>3. In case the experience/PO/WO certificate enclosed by bidders do not have separate break up of prices for the E&C portion of Electrical and C&I Works, (i.e. the certificates enclosed are for composite order for supply and erection of Electrical and CI and other works if any), then value of Erection and Commissioning for the Electrical & CI portion shall be considered as 15% of the price for supply & erection of Electrical & C&I.</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.

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: Email Id-01- Email ID-02-	
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)

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POWER SECTOR WESTERN REGION, NAGPUR
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ANNEXURE-3

Integrity Pact

Not Applicable

BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR WESTERN REGION, NAGPUR
Notice Inviting Tender (NIT)

ANNEXURE-4

IMPORTANT INFORMATION

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

**AGM /Purchase
BHEL PSWR, 5TH & 6TH FLOOR,
SHREEMOHINI 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

Dy. Engineer, Purchase, Email: anandk@bhel.in, Ph: 0712-3048-635

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.

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

3.1. 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.

3.2. Commitment by Bidder/ Supplier/ Contractor:

3.2.1. 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.

3.2.2. 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 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.

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3.2.3. 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. ~~"Pradhan Mantri Kaushal Vikas Yojna: The contractor shall, at all stages of work deploy skilled/semi-skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute/Industrial Training Institute/ National Institute of Construction Management and Research (NICMAR), National Academy of Construction, CIDC or any similar reputed and recognized Institute managed/ certified by State/ Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/semi-skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer in Charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer in Charge. Failure on the part of contractor to obtain approval of Engineer in Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate of Rs.100 per such tradesman per day. Decision of Engineer in Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding".~~

5. All Statutory Requirements as applicable for this project shall be complied with.

6. 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."

7. **Delay in 1st submission of SDBG/ PBBG:** SDBG/ PBG is to be furnished by the vendor before start of work. No payment will be released till SDBG/PBG is submitted by the vendor.

~~However if requested by the vendor, cash recovery equivalent to SDBG/ PBG value to be made from the running bills submitted by the vendor. In such case, recovery of interest calculated @SBI PLR +2% on amount equivalent to SDBG/ PBG value to be made for the gap period (difference between date of start of work and date of submission of BG/ cash recovery).~~

8. **Compensation in case of Death/ Permanent Incapacitation of Person:** BHEL shall recover the amount of compensation paid to victim (s) by BHEL towards loss of life/ permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employee as detailed below:

a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.

b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/ operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works/ during working at BHEL Units/ Offices/ townships and premises/ Project sites.

c) Compensation in respect of each of the victims:

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- (i) In the event of death or **permanent disability** resulting from **Loss of both limbs**: Rs 10,00,000/- (**Rs Ten Lakh**)
- (ii) In the event of **other permanent disability**: Rs 7,00,000/- (**Rs Seven Lakh**)

d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2(I) of the Employee's Compensation Act, 1923.

9. Acceptance of Bank Guarantee (BG)

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

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

"Bank Guarantee issued by:

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

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

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

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

10. Broad Terms & Conditions of Reverse Auction

In continuation to Clause 19.0 of NIT (Notice Inviting Tender) following are the broad terms and conditions of Reverse Auction for which Declaration Proforma by bidder has been given in Annexure VI of NIT:

BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

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The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. **The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.**

If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

As a reminder to the bidders, system will flash following message (in RED color) during the course of 'online sealed bid':

"Bidders to submit online sealed bid less than or equal to their envelope sealed bid already submitted to BHEL".

Note:- In case the tender is an e-tender and bids are submitted on e-procurement portal of BHEL → <https://bhel.abcprocure.com>, the term 'envelope sealed bid' to be read as "price bid in e-procurement portal".

11. MSE Vendors:

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

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

12. PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) CLAUSE:

"For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/ PO/ WO against this NIT.

In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable."

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ANNEXURE-5

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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ANNEXURE-6

Declaration for Reverse Auction

(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 for Participation in Reverse Auction (RA)

Ref: NIT/Tender Specification No: BHE/PW/PUR/RSCB-TAXI/2188

We declare that we will participate in Reverse Auction (RA) if BHEL decides for that instead of opening the sealed envelope/ E-Procurement Portal Price Bid, submitted by us. We have read all the guidelines of reverse auction available in tender enquiry as well as on www.bhel.com portal. We also declare that during reverse auction:

- ❖ We will submit online sealed bid less than or equal to of our envelope sealed/ E-Procurement Portal price bid already submitted to BHEL along with the offer.

We also declare to submit the "Process Compliance Form" (to the designated service provider) as well as "Online Sealed Bid" in the Reverse Auction, in case BHEL decides to go for that.

Yours Faithfully,

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

Date:

BHARAT HEAVY ELECTRICALS LIMITED
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ANNEXURE-7

UNDERTAKING

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

To,

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

Dear Sir,

Sub: Declaration for not being under Bankruptcy Code Proceedings (IBC) by NCLT or under Liquidation / BIFR

Ref: NIT/Tender Specification No: BHE/PW/PUR/RSCB-TAXI/2188

We, _____ declare that we are not under Bankruptcy Code Proceedings (IBC) by NCLT or under Liquidation / BIFR, which will render us ineligible for participation in this tender.

Yours Faithfully,

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

Date:

ANNEXURE-8

BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR WESTERN REGION, NAGPUR
Notice Inviting Tender (NIT)

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:

BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR WESTERN REGION, NAGPUR
Notice Inviting Tender (NIT)

ANNEXURE-9

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)

BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR WESTERN REGION, NAGPUR
Notice Inviting Tender (NIT)

ANNEXURE-10

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

DECLARATION CERTIFICATE

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

**Signature and Seal of the
Bidder**

BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR WESTERN REGION, NAGPUR
Notice Inviting Tender (NIT)

ANNEXURE-11

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.

BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR WESTERN REGION, NAGPUR
Notice Inviting Tender (NIT)

ANNEXURE-12

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

BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR WESTERN REGION, NAGPUR
Notice Inviting Tender (NIT)

ANNEXURE-13

NON DISCLOSURE CERTIFICATE

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

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:

BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR WESTERN REGION, NAGPUR
Notice Inviting Tender (NIT)

ANNEXURE-14

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:

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

OR

4. 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 action against the Bidder/Contractor.

BHARAT HEAVY ELECTRICALS LIMITED
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Notice Inviting Tender (NIT)

ANNEXURE-15

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

BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR WESTERN REGION, NAGPUR
Notice Inviting Tender (NIT)

ANNEXURE-16

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

2188

TECHNICAL CONDITIONS OF CONTRACT (TCC)

BHARAT HEAVY ELECTRICALS
LIMITED



TECHNICAL CONDITIONS OF CONTRACT (TCC)

HIRING OF TAXIS ON REQUIREMENT BASIS FOR BHEL-PSWR SAS BARODA OFFICE (GUJARAT).

Duration of Contract: 24 Months

Note: The tenderer shall return the duly filled in Tender Documents after affixing signature on all pages.

I) GENERAL INSTRUCTIONS FOR THE BIDDERS

1. Tour & Taxi Operators/Travel Agencies bidding for the contract are required to go through instructions carefully and complete all the formalities as required. In the event of furnishing false information/incomplete information, the offer(s) shall be rejected. In case bidders require any clarification, they may contact the under signed before submitting their bids.
2. **Bidding Tour & Taxi Operators/Travel Agencies are required to submit the offer only in two separate parts (i) Technical Bid and (ii) Price Bid. Each bid is to be kept in separate envelope, which should be properly sealed. Both envelopes have to be put together in large envelope and sealed. Tender reference, type of bid (Technical / Price) and date of opening, bidders address shall be written on all the envelopes.**
3. Bidders shall fill in all the required particulars in the blank spaces/ Formats provided for this purpose in the tender document and also sign each and every page of the tender document before submitting the tender. All the entries in the Technical bid & Price bid should be clearly written in ink or typed and corrections if any are to be duly authenticated by the bidder.
4. **Technical bid should accompany the proof for Earnest Money Deposit along with other relevant supporting documents.**
5. This tender document shall be deemed to form an integral part of the contract to be entered to this work.
6. ***The tenders received after the specified time of their submission are treated as Late Tenders and shall not be considered.***
7. Bidders or their representatives may attend the tender opening on the above mentioned date, time & place. No separate intimation will be given to Bidders for technical bid opening.
8. All the rates should be quoted in figure and also in words in Price Bid Volume-II. Any overwriting / Correction should be attested by the Bidder. In case, the rate quoted in figures differ from those quoted in words, the lower of the rates will be taken as the tendered rate and shall be binding on the tenderer(s).
9. The sealed Price Bids of only those offers which are techno-commercially acceptable shall be opened later. The Tour & Taxi Operators/ Travel Agencies qualifying in technical bid will be intimated separately for participating in Price Bid opening.
10. **Validity**:- All tenders shall remain valid for acceptance for a minimum period of 90 (ninety) days from date of Technical Bid opening.
11. All the offers received will be scrutinized and only technically qualified offers will be considered for Price Bid opening. ***Technically unqualified offers will be rejected.***
12. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the bidders who resort to canvassing will be liable to rejection.
13. There shall be no deviation from the terms and conditions. Deviation, if any, shall be amounting to disqualification.

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II) SCOPE OF WORK AND TERMS & CONDITIONS

Bharat Heavy Electricals Limited, Power Sector-Western Region, having its office at BHEL Township Gayatri Nagar Gotri Baroda-390021 requires to hire vehicles as and when necessary with the following terms and conditions: -

01. Whenever there is a request for vehicle, same should be sent in the minimum possible duration. In any case, not later than 15 minutes before the departure.
02. Taxi can be called/required at any point of the time and the agency should have 24 hours service facility.
03. **Only registered taxi (Yellow number plate) in good running condition and latest model (NOT BEFORE [JANUARY 20]17 MODEL) should be deployed which should have valid registration and valid comprehensive Insurance cover.**
04. **Agency should own at least 05 Nos. cars either in the name of proprietor or in the name of the firm/ company, in the state of Gujarat and submit documentary proof along with their tender documents failing which the offer submitted will be rejected totally.**
05. Drivers should be neatly dressed and disciplined with valid driving license.
06. Driver should possess Mobile telephone at least with incoming facility during duty time.
07. Agency should enclose a list of vehicles owned by them by giving complete details regarding Make, Model, Regn. Number, Insurance particulars, etc.
08. Agency should strictly follow all the Rules and Regulations of R.T.O.
09. BHEL reserves the right to terminate the contract at any point of time without assigning any reasons whatsoever.

10. Evaluation & Awarding Terms

BHEL intends to distribute / split the total requirements amongst maximum of two contractors. In case of such distribution of taxi services among 2 contractors, notwithstanding the rights of BHEL to change the allocation rates, efforts would be made to distribute the work @ 60% : 40% ratio for L1 & the bidder matching L-1 price respectively.

BHEL reserves the right to negotiate the rates with overall L-1 party. The final rates agreed with the L-1 bidder will be offered to L-2, L-3..... & onward bidder in order of price competitiveness for price-matching/ acceptance.

If no other bidder has matched L1 price, the 100% contract shall be awarded to L1 bidder.

BHEL reserves all rights to operate this contract as per project requirements and its sole discretion.

11. The charges quoted in the tender shall be inclusive of all overhead charges like fuel, taxes, Comprehensive Insurance, Payment to staff, vehicle maintenance, overhead etc., but shall not include Service Tax.

12. Evaluation Criteria of Bids for Price Bid

Bidders are required to bid by quoting their Best rate in col. A(1) only, in Price Bid Volume-II.

13. BHEL reserves the right to accept or reject any bid / all bids or cancel, withdraw the invitation for bid without assigning any reason, whatsoever and in such case no Tour & Taxi Operators / Travel Agencies shall have any claim arising out of such action by BHEL.
14. If any Bidder fails to deploy the vehicle after issuance of the Work Order in his favour, BHEL may forfeit the earnest money so deposited by him, terminate the contract and also initiate action to blacklist / ban future business dealings with such party.

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15. The name, full address and phone numbers of the Tour & Taxi Operators/Travel Agencies should be furnished at appropriate places in the tender documents.
16. In case of a partnership firm, the name and address of all the partners with a certified copy of the partnership deed shall be furnished along with the tender. All partners have to sign the tender documents unless the power of attorney has been given to any partner. In such case, copy of the power of attorney duly attested by a Gazetted officer must be attached with the tender. In case of Limited Companies, duly authorized representative shall only sign the bid. In case of proprietorship, proprietor shall himself sign the bid document, for proper validation.
17. The taxis supplied should not be owned by BHEL Employees and their dependants.

III) PAYMENT TO THE CONTRACTOR

01. Payment shall be released once in a month. All Bills should be supported along with the duty slips duly signed by the guest / user.
02. Parking, Toll Tax, Border Tax shall be paid at actual against submission of original bills along with the monthly bill.
03. Payment to be made to the contractor on the basis of actual work carried out.
04. **The parking charges, toll tax, barrier tax, state border entry tax etc., during BHEL duty, will be paid extra by BHEL on actual against documentary proof.**
05. Bills shall be submitted by the contractor along with a consolidated vehicle wise statement, on monthly basis. Payment to the contractor will be made within 30 days from the date of submission of bills. All payments will be made through Electronic Fund Transfer (EFT) only.
06. The total hiring charges payable will be rounded off to the nearest full rupee value. Income tax shall be deducted at source as applicable under relevant Act / Law.
07. **PRICE VARIATION (PVC):** The rates finalized will be firm during the contract period. However, in case of *change in fuel prices*, a change in the rate will be allowed in the following pattern subject to documentary evidence regarding such change. **The fuel price (regular diesel) prevailing at Baroda on the date of L.O.I issued will be the base price for PVC clause. The quoted rate shall be reviewed for increase/decrease, based on the diesel rate once in every quarter after the completion of 03 months from the previous review.**

For Example: - If work starts from 1st Nov 2019, then price shall be reviewed on 1st Feb 2020, 1st May 2020, 1st Aug 2019 & so on and shall come into effect from the date of review.

Price variation clause will be applicable only when there is increase/decrease in fuel price (regular diesel) per Litre to the tune of one rupee or more compared to previously considered rate. Price variation will be calculated as follows:-

$$\% \text{ Increase/Decrease} = \frac{(\text{Revised Rate of Diesel} - \text{Base Rate of Diesel})}{\text{Base Rate of Diesel}} \times 0.60 \times 100$$

Base Rate of Diesel on the date of NIT submission

08.

(i) **The weightage for the slab is as given below:**

A. **For Local Use**

Payment will be for hours used x 10 kms. or actual used whichever is more with minimum 5 hours duty / 50 kms. run

Examples: If vehicle is run for

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3 hours and 40 kms. - Rate shall be for 5 hours / 50 kms.

4 hours and 65 kms. - Rate shall be for 65 kms.

7 hours and 55 kms. - Rate shall be for 7 hours / 70 kms. shall be paid

8 hours and 95 kms. - Rate shall be for 95 kms shall be paid.

B. For outstation use

Rate for minimum 200 kms/day shall be paid if the vehicle has run for less than 200 kms. in one day. One day means up to midnight 1200 hrs. Beyond 1200 hrs. (midnight) it shall be accounted as next/second day.

Out station rates should include the Night Halt Charges and no extra amount shall be payable.

C. Airport / Railway Station - Drop & Pickup

This will be within the city limits, irrespective of the distance. Flat rate is applicable.

- (ii) **Dead KM** distance is allowed for max distance up to 07 KMs for conveyance of vehicle from contractor's office/garage to BHEL/PSWR at BHEL Township Gayatri Nagar Gotri Baroda-390021 and back from BHEL office to contractor's office/garage. In case the reporting/release point is other than BHEL/PSWR, distance from travels to reporting/releasing point at actual KM & hours will be considered from the contractor's office/garage only.

IV) CONTRACTUAL AND LEGAL OBLIGATIONS OF THE CONTRACTOR:

1. General

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

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

- i) Contractor has to ensure that the taxi drivers are physically and mentally fit and do not have any criminal record. Such drivers should possess valid driving license and experience. The drivers should be able to communicate in Hindi / English. The drivers of taxis for local trips should have good road knowledge of Baroda and surrounding areas. The taxi drivers for outstation trips should have road knowledge of Gujarat & its Outskirt states.
- ii) The drivers shall be provided with mobile phone for communication at least having incoming facility.
- iii) The contractor should ensure to engage the vehicles, with only such drivers who have minimum 2 years' experience in driving similar vehicles with valid and subsisting driving license. The contractor should also instruct and ensure that the drivers follow the following genuine ethics.
 - a) *To keep the vehicle neat and clean daily / timely before reporting to the duty.*
 - b) *To allow the passengers to get inside the vehicle and later only he should enter into car.*
 - c) *To open and close doors for all passengers/customers while boarding and alighting the vehicle.*
 - d) *Strictly not to smoke / be drunk while on duty.*
 - e) *Strictly not to use mobile phone while driving the vehicle.*

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- iv) Contractor will be responsible for the good conduct of his drivers. In case of any misconduct/misbehaviour by any of his taxi drivers on duty, the contractor will replace such drivers immediately.
- v) Contractor will keep watch on his taxi drivers and he will be liable for any pilferage / loss to BHEL due to acts of omission by his taxi drivers. Similarly, liability for any compensation to outsiders on account of any act of omission by the drivers deployed by the contractor shall lie exclusively with the contractor.
- vi) The contractor shall be fully responsible for enforcing all safety and other regulations as applicable under Motor Vehicles Act, 1988 and Rules framed there under as in force from time to time.
- vii) The contractor has to ensure that taxi drivers wear a distinct uniform. The uniform shall be kept in neat and tidy condition.
- viii) Contractor has to ensure that all precautions are taken for safety of his drivers and vehicles.
- ix) **The Contractor should see that his drivers keep reasonable money to meet contingency expenditure while travelling local/outstation.**
- x) The contractor shall have a nominated help desk supervisor with mobile phone for effective coordination/communication with BHEL for taxi requirement. The help desk supervisor shall receive vehicle bookings from BHEL-PSWR through e-Mail/Phone etc., and provide vehicles. . He shall coordinate and ensure the following.
- xi) Receive/collect the instruction from BHEL concerned department/person in charge and provide the required vehicles and ensure that taxi drivers get the duty slip duly filled (KMs/Time/Places visited/Users signature) by users of vehicles.
- xii) To inform the details of vehicles arranged (such as vehicle registration number, type of vehicle, drivers name and drivers mobile number) to the users through SMS/phone/e-Mail etc.
- xiii) To collect the duly filled in duty slips from taxi drivers and hand it over to BHEL for further processing of the bills.
- xiv) To clarify on trip sheet details when sought by users.
- xv) To submit bills in time on monthly basis.

3. Towards statutory liability

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

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claims which may arise under the Workmen's Compensation Act or any other labour legislations or laws/regulation/rules and notification as may be applicable.

4. Towards supply of vehicles & Trip sheets

- i). Contractor shall provide well maintained and road worthy vehicles in good condition only, duly substantiated with valid **'FITNESS CERTIFICATE ISSUED BY RTO'** so as to give trouble free service. The vehicles provided will be inspected by BHEL representative or by any other person authorized in this regard and if the vehicles are not found in road worthy condition, the same will be sent back on the condition that replacement should be given within reasonable time.
- ii). This contract will be in operation on 24 x 7 hours basis throughout the year and the contractor or his nominated Helpdesk supervisor shall be available on call during entire period of this contract for rendering services as agreed.
- iii). Contractor shall be responsible for the safe, comfortable and timely transport of the passengers/baggage. He shall only be fully responsible for any mishap (i.e. fire or accident, etc.) en-route.
- iv). *The Contractor shall supply the demanded number of vehicles within two hours of call, and in case of his failure for 3 occasions during the period of contract, he will be deemed to have defaulted in the performance of the contract and in such an event BHEL may terminate the contract forthwith without any intimation in this regard. BHEL reserves the right to engage any other vehicle at the cost and expenses of the contractor.*
- v). The Bidder should be in a position to supply taxis within 1 hour of booking in urgent/emergency cases.
- vi). The Contractor shall ensure to keep the taxi in full readiness for the entire day's operation in respect of fuel availability and willingness of the drivers to drive the vehicle.
- vii). The contractor shall replace the taxi in case of a breakdown while in operation within 30 minutes from the time of breakdown and the bill to be prepared should be for one vehicle only. No detention charges will be paid for breakdown. The log/trip sheets shall mention about the breakdown.
- viii). The Contractor is responsible for his drivers to get all the columns in the duty slips filled and signed by the user.
- ix). The Contractor agrees that timely supply of taxis is the essence of this contract. The taxis will be utilized for VIPs, Customers and Senior Executives etc., who are to be treated well. The taxis should report to the required points as directed by BHEL Baroda Office one hour from the time of their request in the case of urgent/emergency and well in time in the case of prior bookings.
- x). The Contractor must ensure that the vehicles are furnished with following:
 - a) *The relevant documents like RC Book, driving license of the driver, comprehensive insurance policy, permit and emission test certificate etc.*
 - b) *A first aid kit with all necessary medicines and allied items should be kept in the vehicle as per the MV Rules and the same shall be subject to inspection by concerned.*
 - c) *The vehicles should be provided with Audio/FM facility.*
 - d) *The cars should be provided with additional emergency accessories like Stepney, standard toolkit, spare bulb, fuses, fan belt, foot mats and hose pipe etc.*

5. Rights and obligations of BHEL

- i) In case the vehicle indented is not used by BHEL due to unavoidable circumstances payment will be made for minimum utilization of vehicles i.e. 5 hours x 50 KMs.
- ii) The contractor shall not sub-let any portion of the contract.
- iii) BHEL also reserves the right to separately deal with any other taxi / vehicle providers during emergency circumstances or for use by VIPs and other dignitaries.

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- iv) In case of loss of original trip sheet, BHEL reserves the right not to entertain the claim.
- v) For administrative reasons, BHEL reserves the right to foreclose the contract at its discretion, at any point of time without assigning any reasons thereof.
- vi) In case the contractor does not carry out the contractual obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring same to his notice and he will be obliged to discharge the obligations and rectify the deficiency / anomaly within specified time failing which BHEL reserves the right to impose the specified penalty.
- vii) Notwithstanding the above and other rights of BHEL to deduct Security Deposit, other bills, and take any further action under the contract; the contract may be terminated at any time without any notice and without any liability to pay any compensation whatsoever to the contractor, in case of misbehaviour, disobedience, dishonesty, clandestine insolvency, any court order, non- sanction of road permit or any other related activities on the part of contractor or his drivers/employees deputed under the contract or in case of the failure of the contractor to fulfil the terms and conditions of the contract.

V) **PENALTIES:**

Notwithstanding other rights of BHEL under the contract;

- i) BHEL will levy a penalty of Rs.500/- per vehicle per instance on the Contractor if it is found during surprise checking by indenter / transport authorities / any other authorized personnel of BHEL that the odometer of the vehicles supplied is tampered.
- ii) BHEL will levy a penalty of Rs.500/- in each such instance wherein the drivers engaged by the Contractor, if found in drunken condition / misbehaving while on duty and in such case the Contractor shall replace the driver with immediate effect.
- iii) BHEL will levy a penalty of Rs.500/- per vehicle in each such instance wherein the drivers engaged by the Contractor, if found or reported by public / customers / executives/anyone travelling in the vehicle, to be not following traffic rules, over speeding or rash driving.
- iv) BHEL will levy a penalty of Rs.500/- per vehicle in each such instance wherein the Contractor defaults in ensuring the vehicles booked are sent punctually to the designated place and at the stipulated time. The decision of BHEL is final and binding on the Contractor in regard to such default.
- v) BHEL will levy a penalty of Rs.500/- per vehicle in each such instance wherein the Contractor defaults in ensuring the vehicles supplied are usable and filled with sufficient fuel.
- vi) BHEL will levy a penalty of Rs.250/- per vehicle in each such occasion wherein the Contractor defaults in ensuring the drivers of the vehicle carrying reasonable money to pay parking/toll charges etc with them during local trips. BHEL in such instances occurring during outstation trips may not pay the trip bill entirely.
- vii) BHEL will levy a penalty of Rs.100/- per vehicle in each such occasion wherein the Contractor defaults in ensuring the drivers of the vehicle in carrying and displaying placard at railway station / airport / bus station.
- viii) BHEL will levy a penalty of Rs.100/- per vehicle in each such occasion wherein the Contractor defaults in ensuring the drivers of the vehicle in carrying /having mobile phone with at least incoming call facility.
- ix) The levy of the penalty as above may be at the discretion of BHEL and it could be levied for many instances together and if it is found that the contractor has defaulted more than 3 occasions during the tenure of the contract BHEL may at its discretion terminate the contract and forfeit Security Deposit.
- x) The decision of the BHEL regarding interpretation of any terms and conditions set forth in this Tender Document shall be final and binding on the bidder/ contractor.

VI) **DURATION OF THE CONTRACT:**

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The duration of the contract shall be **24 Months** from the date of award of work. Rates shall be valid & firm for a period of at least two years and shall be continued for a further **period of one more year** on mutually agreement.

VII) EARNEST MONEY DEPOSIT (EMD):

1. **EMD (Earnest Money Deposit) shall be deposited as along with the tender (Technical Bid only).**
2. **The proof of EMD (if other than DD) should be enclosed with Technical bid only. The Tenders without proof of EMD are liable to be rejected.**
3. EMD shall be **furnished** as per the amount indicated in NIT as detailed below :-
 - i). EMD can be paid in cash deposit (as permissible under extant Income Tax Act) before tender opening,
 - ii). EMD can be paid through Banker's cheque/Pay order/Demand Draft, in favour of 'Bharat Heavy Electricals Limited' and payable at Regional HQ issuing the tender (Along with the offer).
 - iii). Electronic Fund Transfer credited in BHEL account (before tender opening). Details of BHEL account shall be as indicated in special conditions of contract/NIT.
 - iv). Fixed Deposit Receipt (FDR) issued by Scheduled banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).

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

- v). No other form of EMD remittance shall be acceptable to BHEL

Note:- EMD in any form should not be enclosed along with price bid.

4. EMD by the tenderer will be **forfeited** if;
 - i) After opening the tender and within the offer validity period, the bidder revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
 - ii) The contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/contract.
5. In the case of unsuccessful bidders, the Earnest Money will be refunded to them within a reasonable time after award of work.
6. Earnest money Deposit shall not carry any interest.
7. EMD of successful bidder shall be retained as part of Security Deposit.
8. EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provision of extant "Guidelines on Suspension of business dealing with supplier/contractors" and forfeited/released based on the action as determined under these guidelines.
9. MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed, where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part - 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be submitted on the portal. Documents should be notarized or attested by a Gazette officer.

VIII) SECURITY DEPOSIT:

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Security Deposit means the security provided by the Contractor towards fulfillment of any obligations in terms of the provision of the contract. Upon acceptance of Tender, the successful Tenderer should deposit the required amount of Security Deposit for satisfactory completion of work. The total amount of Security Deposit will be **5 % of the Contract Value**. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.

- 1) **Modes of Deposit:** The balance amount to make up the required Security Deposit of 5 % of the contract Value may be furnished in any one of the following forms:-

- i) Cash (as permissible under the extant Income Tax Act)
- ii) Local cheques of scheduled banks (subject to realization) / Pay Order / Demand Draft / Electronic Fund Transfer, in favour of BHEL.
- iii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format for Security Deposit shall be in the prescribed formats.
- iv) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL.
- v) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly endorsed/hypothecated/pledged, as applicable, in favour of BHEL).

NOTE: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

- 2) **Remittance of Security Deposit:** At least 50 % of the required Security Deposit, including the EMD, shall be submitted before start of work. Balance of the Security Deposit can be submitted by way of deduction of 10% of the gross amount progressively from each running bills of the contractor till the total amount of the required Security Deposit is collected.
- 3) In case the value of work exceeds / reduces from the awarded / accepted value, the Security Deposit shall be correspondingly enhanced / reduced as given below:
- i) The enhanced part of the Security Deposit shall be immediately deposited by the Contractor or adjusted against payments due to the Contractor.
 - ii) There will be no reduction in Security Deposit value in case of variation in contract value upto the lower limit specified in Quantity variation clause. In case of reduction of contract value beyond the lower limit specified in Quantity Variation clause, then the Security Deposit shall be re adjusted in proportion.
 - iii) In case of reduction, the reduced Contract value shall be certified by BHEL Construction Manager after ascertaining / freezing of BOQ / Drawings from the Design / Engineering Centre. The reduced Security Deposit value can only be considered after taking into account the adequacy of the securities held by BHEL to meet the liabilities of the contractor for the contract, and the performance of the contract in general. In such cases, the revised value of Security Deposit shall be worked out only after execution of not less than the lower limit of the revised scope of work/contract value as per quantity variation clause, and as certified by Construction Manager. This reduction in value of Security Deposit shall not entitle the contractor to any amendment of Contract and shall be operated at the discretion of BHEL.
 - iv) Contract value for the purpose of operating the reduced/increased value of Security Deposit due to Quantity Variation, shall be exclusive of Price Variation Clause, Over Run Compensation and Extra works done on manday rates.
- 4) The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee (by contractor) in acceptable form, but only once, before completion of work, at the discretion of BHEL.
- 5) The Security Deposit shall not carry any interest.

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- 6) The validity of Bank Guarantees towards Security Deposit shall be initially upto the completion period as stipulated in the Letter of Intent/Award + 3 months, and the same shall be kept valid by proper renewal till the fulfilment of all contractual obligations as per terms of the contract.
- 7) BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfil any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit against any claims of other contracts with BHEL.
- 8) **RETURN OF SECURITY DEPOSIT** : Security Deposit shall be refunded/Bank Guarantee(s) released to the Contractor upon fulfilment of contractual obligations as per terms of contract, after deducting all expenses / other amounts due to BHEL under the contract / other contracts entered into with them by BHEL.

IX) 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 duly 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.

X) SUSPENSION OF BUSINESS DEALINGS

BHEL reserves the right to take action against Contractors who either fail to perform or Tenderers/Contractor who indulge in malpractices, by suspending business dealings with them in line with BHEL guidelines issued from time to time.

XI) ARBITRATION & CONCILIATION

A. ARBITRATION:

- Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 2.21.2 herein below or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, commence arbitration in respect of such Dispute by issuance of a notice in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice'). The Notice shall contain the particulars of all claims to be referred to arbitration in sufficient detail and shall also indicate the monetary amount of such claim. The arbitration shall be conducted by a sole arbitrator to be appointed by the Head of the BHEL Power

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Sector Region issuing the Contract within 60 days of receipt of the complete Notice. The language of arbitration shall be English.

The Arbitrator shall pass a reasoned award.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder as in force from time to time shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be ____ (the place from where the contract is Issued). The Contract shall be governed by and be construed as per provisions of the laws of India. Subject to this provision 2.21.1.1 regarding ARBITRATION, the principal civil court exercising ordinary civil jurisdiction over the area where the seat of arbitration is located shall have exclusive jurisdiction over any DISPUTE to the exclusion of any other court.

- In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 as amended from time to time.

- The cost of arbitration shall initially be borne equally by the Parties subject to the final allocation thereof as per the award/order passed by the Arbitrator.
- Notwithstanding the existence of any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner unless the dispute inter-alia relates to cancellation, termination or short-closure of the Contract by BHEL.

B. CONCILIATION:

If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract), which the Parties are unable to settle mutually, arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

Notes:

1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Procedure 2.3 to this GCC. The Procedure 2.3 together with its Formats will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this GCC.

The Contractor hereby agrees that BHEL may make any amendments or modifications to the provisions stipulated in the Procedure 2.3 to this GCC from time to time and confirms that it shall be bound by such amended or modified provisions of the Procedure 2.3 with effect from the date as intimated by BHEL to it.

XII) FORCE MAJEURE

The following shall amount to Force Majeure:-

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- Acts of God, act of any Government, War, Sabotage, Riots, Civil commotion, Police action, Revolution, Flood, Fire, Cyclones, Earth quake and Epidemic and other similar causes over which the contractor has no control.
- If the contractor suffers delay in the due execution of the contractual obligation due to delays caused by force majeure as defined above, the agreed time of completion of the job covered by this contract or the obligations of the contractor shall be extended by a period of time equal to period of delay, provided that on the occurrence of any such contingency, the contractor immediately reports to BHEL in writing the causes of delay and the contractor shall not be eligible for any compensation.

XIII) LIQUIDATED DAMAGES/PENALTY

If the contractor fails to maintain the required progress of work which results in delay in the completion of the work as per the contractual completion period, BHEL shall have the right to impose Liquidated Damage/Penalty at the rate of **0. 5% of the contract value**, per week of delay or part thereof subject to a maximum of 10% of the contract value. For this purpose, the period of delay shall be the delay attributable to the Contractor for the completion of work as per contract.

XIV) RIGHTS OF BHEL

- A. BHEL reserves the following rights in respect of this contract during the original contract period or its extensions if any, as per the provisions of the contract, without entitling the contractor for any compensation.
- B. To withdraw any portion of work and/or to restrict/alter quantum of work as indicated in the contract during the progress of work and get it done through other agencies to suit BHEL's commitment to its customer or in case BHEL decides to advance the date of completion due to other emergent reasons/ BHEL's obligation to its customer.
- C. To terminate the contract or withdraw portion of work and get it done through other agency, at the risk and cost of the contractor after due notice of a period of 14 days' by BHEL in any of the following cases:
 - i). Contractor's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor including unexecuted portion of work does not appear to be executable within balance available period considering its performance of execution.
 - ii). Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
 - iii). Non-completion of work by the Contractor within scheduled completion period as per Contract or as extended from time to time, for the reasons attributable to the contractor.
 - iv). Termination of Contract on account of any other reason (s) attributable to Contractor.
 - v). Assignment, transfer, subletting of Contract without BHEL's written permission.
 - vi). Non-compliance to any contractual condition or any other default attributable to Contractor.

Risk & Cost Amount against Balance Work:

Risk & Cost amount against balance work shall be calculated as follows:

$$\text{Risk \& Cost Amount} = [(A-B) + (A \times H/100)]$$

Where,

A= Value of Balance scope of Work (*) as per rates of new contract

B= Value of Balance scope of Work (*) as per rates of old contract being paid to the contractor at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor to be taken as 5

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In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

* Balance scope of work (in case of termination of contract):

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work for calculating risk & cost amount.

Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.

Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities.

Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.

However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.

NOTE: In case portion of work is being withdrawn at risk & cost of contractor instead of termination of contract, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work' for calculating Risk & Cost amount.

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ANNEXURE-A

Details of the various types of vehicles under the disposal of the bidder for deployment as Taxis (**Xerox copy of RC books to be enclosed**). In case the space provided is not sufficient, the bidders may use additional sheets for furnishing complete information.

DETAILS OF VEHICLES :-

S.No.	Type of vehicle	Regn. No.	Year of Regn.	Whether registered as taxi (Yes/No)	Fitness Certificate (Available or not)	Comprehensive Insurance Validity date
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

Note: Use additional sheet if required.

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XV) TAXES, DUTIES, LEVIES (REV 13 DATED 05/11/2018)

- 1) All taxes excluding GST, **GST 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/or any other charges (other than GST, GST Cess) as stated in point no. 1 at any stage during execution including extension of the contract shall have to be borne by the contractor
- 3) Please note that since GST, **GST Cess** 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.
- 4) **GST :**
GST, GST Cess will be paid extra to the bidder who has valid GST registration number .The successful bidder shall furnish proof of GST registration to BHEL .Bidder shall not include GST (as applicable) in their quoted price.
- 5) 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 has paid the GST at the time of filing the monthly return.
- 6) 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 – **Vadodara office address or as intimated from time to time .**
- 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) **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, 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.
- 9) **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.**
- 10) **TDS under GST 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

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Sl. No	Projects under state	GSTIN
4	Gujarat	24AAACB4146P1ZL
5	Jharkhand	20AAACB4146P5ZP
6	Madhya Pradesh	23AAACB4146P1ZN
7	Maharashtra	27AAACB4146P1ZF
8	Orissa	21AAACB4146P1ZR
9	Telangana	36AAACB4146P1ZG