

**Tender Specification No BHE/PW/PUR/BRD-PHOTO COPY/1726**

**FOR**

**Installation of 1 Nos. Photo Copying Machine on Hiring Basis at BHEL – RSC Vadodara  
Office**

**VOLUME-I : TECHNICAL BID SPECIFICATION**



**BHARAT HEAVY ELECTRICALS LIMITED**

**(A Govt. of India Undertaking)**

**POWER SECTOR - WESTERN REGION**

**345-KINGSWAY, NAGPUR-440 001**

## NOTICE INVITING TENDER

T.S. No. BHE/PW/PUR/BRD-PHOTO COPY/1726

DT: 30/01/2017

**NOTICE INVITING TENDER (NIT)****To**

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 the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Following points relevant to the tender may please be noted and complied with.

**1.0 Salient Features of NIT**

SL NO	ISSUE	DESCRIPTION
i	TENDER NUMBER	BHE/PW/PUR/BRD-PHOTO COPY/1726
ii	Broad Scope of job	Installation of 1 Nos. Photo Copying Machine on Hiring Basis at BHEL – RSC Vadodara Office
iii	DETAILS OF TENDER DOCUMENT	
a	Volume-IA	<i>Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification,</i> Applicable
c	Volume-IC	<i>General Conditions of Contract (GCC)</i> Applicable
f	Volume-II	<i>Price Schedule.</i> Applicable
iv	Issue of Tender Documents	<p>1. <b><u>Sale from BHEL PS Regional office at :</u></b>  <b>Start : 30/01/2017,</b>  <b>Closes: 06/02/2017, Time : 16.00 Hrs</b></p> <p>2. <b><u>From BHEL website (<a href="http://www.bhel.com">www.bhel.com</a>)</u></b>  Tender documents will be available for downloading from website till due date of submission</p>
v	DUE DATE & TIME OF OFFER SUBMISSION	<p><b>Date : 07/02/2017, Time 15.00 Hrs</b>  <b>Place : <u>BHEL PS Regional office at :Nagpur</u></b></p> <p>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:</p> <ul style="list-style-type: none"> <li>• Pratish Gee Varghese / Sr Engineer (Purchase)</li> <li>• Neeraj Tiwari / Sr Engineer (Purchase)</li> <li>• Shivkesh Meena / Sr. Engineer (Purchase)</li> </ul>
vi	OPENING OF TENDER	<p><b><i>1 hours after the latest due date and time of Offer submission</i></b></p> <p>Notes:</p>

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		(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	
vii	EMD AMOUNT	Not Applicable	Not Applicable* (*---Refer Annex-03 "Imp. Information" of NIT for MSE Vendors)
viii	VOID		
ix	LAST DATE FOR SEEKING CLARIFICATION	Three days before the due date of offer submission. Along with soft version also, addressing to undersigned & to others as per contact address given below	Applicable
x	SCHEDULE OF Pre Bid Discussion (PBD)	Date :	Not 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 ( <a href="http://www.bhel.com">www.bhel.com</a> -->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 VOID

4.0 VOID

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 super scribed envelopes (ENVELOPE-I & ENVELOPE-II)
- PART-II (Price Bid) – in sealed and super scribed 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
	<b>Part-I A</b>	
	<b><u>ENVELOPE – I super scribed as :</u></b> PART-I (TECHNO COMMERCIAL BID) TENDER NO :	

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	NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:  <b>CONTAINING THE FOLLOWING:-</b>	
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.  <b>Note:</b> a. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be placed after document under sl no (i) above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained. b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding. i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender	
iii.	Supporting documents/ annexure/ schedules/ drawing etc as required in line with Pre-Qualification criteria.  It shall be specifically noted that all documents as per above shall be indexed properly and credential certificates issued by clients shall distinctly bear the 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 C : General Conditions of Contract (GCC)	
x.	Volume – II (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item	
xi.	Any other details preferred by bidder with proper indexing.	

	<b>PART-II</b>	
	<b>PRICE BID</b> consisting of the following shall be enclosed	
	<b><u>ENVELOPE-III</u></b> Super scribed as: PART-II (PRICE BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:  <b>CONTAINING THE FOLLOWING</b>	
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	

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	entered in words as well as figures)	
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	<b>OUTER COVER</b>	
	<b>ENVELOPE-IV (MAIN ENVELOPE / OUTER ENVELOPE)</b> Super scribed as: TECHNO-COMMERCIAL BID, PRICE BID & EMD TENDER NO: NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION:  <b>CONTAINING THE FOLLOWING:</b>	
i	<ul style="list-style-type: none"> <li>○ Envelopes I</li> <li>○ Envelopes II</li> <li>○ Envelopes III</li> </ul>	

**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: Void
- 10.0 Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.
- 11.0 For any clarification on the tender document, the bidder may seek the same in writing or through e-mail, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
- 12.0 BHEL may decide holding of pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.
- 13.0 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer, else BHEL's interpretation shall prevail.
- 14.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
- 15.0 Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), **if applicable**, along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. **The names and other details of Independent External Monitor (IEM) for the subject tender is as given at point (1) above.**

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- 16.0 The Bidder has to satisfy the Pre Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre Qualification Criteria specified in this NIT as per Annexure-I (as applicable), past performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under HOLD.
- 17.0 In case BHEL decides on a 'Public Opening', the date & time of opening of the sealed PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one authorized representative to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful/Disqualified bidders under intimation to the respective bidders.
- 18.0 Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 19.0 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 VOID
- 24.0 The bidder shall submit documents in support of possession of 'Qualifying Requirements' duly self-certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.
- 25.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 26.0 Order of Precedence  
In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:
- Amendments/Clarifications/Corrigenda/Errata etc issued in respect of the tender documents by BHEL
  - Notice Inviting Tender (NIT)
  - Price Bid
  - Technical Conditions of Contract (TCC)—Volume-1A
  - ~~Special Conditions of Contract (SCC)—Volume-1B~~
  - General Conditions of Contract (GCC)—Volume-1C
  - ~~Forms and Procedures—Volume-1D~~

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

for BHARAT HEAVY ELECTRICALS LTD

AGM Pur

### Enclosure

- 01 Annexure-1: Pre Qualifying criteria.
02. Annexure-2: Check List.
03. Annexure-3: Important Information.

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03 Other Tender documents as per this NIT.

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## PRE QUALIFYING REQUIREMENTS (Annexure-I)

JOB	Installation of 1 Nos. Photo Copying Machine on Hiring Basis at BHEL – RSC Vadodara Office
TENDER NO	<b>BHE/PW/PUR/BRD-PHOTO COPY/1726</b>

SL NO	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria
		Name and Description of qualifying criteria
B	<p><b><u>Technical</u></b></p> <p>Bidder must have achieved any of the following in the last seven (7) years as on latest date of bid submission:-</p> <p><b>B.1.1)</b> Bidder should have provided services of Photo Copy Machine to any organization on rental/lease basis.</p> <p style="text-align: center;">OR</p> <p><b>B.1.2)</b> Bidder should be in the business of photo-copying through their business out let.</p> <p style="text-align: center;">OR</p> <p><b>B.1.3)</b> Bidder should be in the business of selling photo Copy machines.</p>	APPLICABLE
C-1	<p><b><u>FINANCIAL TURNOVER</u></b></p> <p>Bidders must have achieved an average annual financial turnover (audited) of <b>Rs 29,000 /-</b> or more over last three Financial Years (FY) i.e. 2013-2014, 2014-15, 2015-16</p>	APPLICABLE
C-2	<p><b><u>NETWORTH (only in case of Companies)</u></b></p> <p>Net worth of the Bidder based on the latest Audited Accounts as furnished for 'C-1' above should be positive.</p>	APPLICABLE
C-3	<p><b><u>PROFIT</u></b></p> <p>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.</p>	APPLICABLE
	<p><b><u>Explanatory Notes for the PQR (unless otherwise specified in the PQR):</u></b></p> <ol style="list-style-type: none"> <li>Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated against C-1 above along with all annexures</li> <li>In case audited financial statements have not been submitted for all the three years as indicated against C-1 above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years i.e. total divided by three.</li> <li>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</li> </ol>	



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	<p>Accountant.</p> <p>4. C-2:-NETWORTH: Shall be calculated based on the latest Audited Accounts as furnished for C-1 above.</p> <p>5. Net worth = Paid up share capital + Reserves. (Net worth is required to be evaluated in case of companies)</p> <p>6. C-3:- PROFIT : PROFIT shall be PBT earned during any one year of last three financial year as in C.1 above</p>
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BIDDER SHALL SUBMIT ABOVE PRE-QUALIFICATION CRITERIA FORMAT, DULY FILLED-IN, SPECIFYING RESPECTIVE ANNEXURE NUMBER AGAINST EACH CRITERIA AND FURNISH RELEVANT DOCUMENT INCLUSIVE OF WORK ORDER AND WORK COMPLETION CERTIFICATE ETC IN THE RESPECTIVE ANNEXURES IN THEIR OFFER.

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## **ANNEXURE - 2**

## CHECK LIST

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

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

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11	Declaration by Authorized Signatory	Applicable/ <del>Not</del> Applicable	YES/NO
12	No Deviation Certificate	Applicable/ <del>Not</del> Applicable	YES/NO
13	Declaration confirming knowledge about Site Conditions	Applicable/ <del>Not</del> Applicable	YES/NO
14	Declaration for relation in BHEL	Applicable/ <del>Not</del> Applicable	YES/NO
15	Non-Disclosure Certificate	Applicable/ <del>Not</del> Applicable	YES/NO
16	Bank Account Details for E-Payment	Applicable/ <del>Not</del> Applicable	YES/NO
17	Capacity Evaluation of Bidder for current Tender	Applicable/ <del>Not</del> Applicable	YES/NO
18	Tie Ups/Consortium Agreement are submitted as per format	Applicable/ <del>Not</del> Applicable	-----
19	Power of Attorney for Submission of Tender/Signing Contract Agreement	Applicable/ <del>Not</del> Applicable	YES/NO
20	Analysis of Unit rates	Applicable/ <del>Not</del> Applicable	YES/NO

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

**DATE:**

**AUTHORISED SIGNATORY**

**(With Name, Designation and Company seal)**

**Annexure-3**

**INTEGRITY PACT**

Not Applicable

**Annexure-4****IMPORTANT INFORMATION**

Sealed Tenders shall be submitted at following address to AGM /Purchase, BHEL PSWR NAGPUR:  
BHEL PSWR, SRIMOHINI COMPLEX, 345 KINGSWAY, NAGPUR 440001, INDIA

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

AGM Purchase, Email id: [prchiwarkar@bhelspswr.co.in](mailto:prchiwarkar@bhelspswr.co.in) Ph: +91 – 712 – 3048633

Sr Engineer Purchase, Email: [pgv@bhelspswr.co.in](mailto:pgv@bhelspswr.co.in) Ph: +91 – 712 – 3048713

Sr Engineer Purchase, Email: [nktiwari@bhelspswr.co.in](mailto:nktiwari@bhelspswr.co.in) Ph: +91-712-3048651

Sr. Engineer Purchase, Email id: [svm@bhelspswr.co.in](mailto:svm@bhelspswr.co.in) , Ph: +91 – 712 – 3048715

**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](http://www.bhel.com) ---> Tender Notification -> List of Banned Firms)**

**2. The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' has now been uploaded on [www.bhel.com](http://www.bhel.com) on "supplier registration page" at the following link: [http://www.bhel.com/vender\\_registration/pdf/Suspension\\_guidelines\\_adbridged.pdf](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](http://www.bhel.com).**

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

1.1. Commitment by BHEL:

BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

1.2. Commitment by Bidder/ Supplier/ Contractor:

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

1.2.2. The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

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

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

4. **All Statutory Requirements as applicable for this project shall be complied with.**
5. **BHEL Fraud Prevention Policy. "The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice."**
6. **Please take note of following Revised Tender Clauses:**
  - i. Notice Inviting Tender: Sl No 9
  - ii. General conditions of Contract: ~~Clause 2.12, 2.14, 2.17~~, Clause No 1.15.13 (New), Clause No 2.8.3, 2.8.4 and 2.8.5
7. **Following clauses of volume IC GCC shall not be applicable for this tender**
  - Price Variation Compensation as per GCC Clause no 2.17.
  - ORC clause no 2.12 of standard GCC.
  - LD clause as per GCC Clause No 2.7.9.
  - Progress Monitoring and performance evaluation as per Clause No 2.9
  - Interest Bearing Advance as per Clause No 2.13
  - Extra Works as per Clause No 2.15
  - Supplementary Items as per Clause No 2.16
  - Retention Amount as per Clause No 2.22
  - Performance Guarantee as per Clause No 2.24

#### **8. MSE Vendors:**

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

To avail 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 benefits only if they submit along with offer, attested copies of either **EM II** certificate having deemed validity (5 years from the date of issue of acknowledgement in EM II) or valid **NSIC certificate** or EM II certificate along with CA certificate (Format enclosed as per **Annexure- 5** of NIT "Important Information") applicable for the year, certifying quantum of investment in plant & machinery within the permissible limits as per the act for relevant status (Micro or Small) where the deemed validity will be the last date of technical bid submission.

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

**Annexure-5****MSE Annex****Certificate by Chartered Accountant on letter head**

This is to Certify that *MIs* \_\_\_\_\_, (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 on date \_\_\_\_\_ 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 5.0. 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



BHARAT HEAVY ELECTRICALS LIMITED  
POWER SECTOR WESTERN REGION, NAGPUR  
**VOLUME IA TECHNICAL CONDITIONS OF CONTRACT**

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**Job : Hiring of 1 Nos. Photo Copying Machine at BHEL – RSC Vadodara Office**

- 1) Scope of work:** Installation of Xerox Machine at RSC – Vadodara Office on hiring basis for a period of 24 Months with following terms and conditions:
- i.** Establishment of Photo copy machine of following specification (Minimum and Not Limited to) at BHEL RSC – Vadodara office:
    - a. Machine must have Black & White Photo Copying, Scanning and Printing Facility
    - b. Photo Copying Speed of atleast 16 Nos. A4 Size Sheets per Minute
    - c. Must be able to handle A4 – A3 Page Sizes.
    - d. Must have interchangeable trays for A3 & A4 Size papers. Also, one By-pass (Manual) feed system is required.
    - e. Function in BHEL Ethernet
    - f. Machine must have a counter. Payment shall be done as per the total count of copies per month.
  - ii.** Machine must be in good condition. BHEL Engineer reserves the right to reject the equipment at any given point of the contract period in case the machine is not in good condition or if not well maintained by the agency.
  - iii.** Date of purchase of machine should not be more than 3 years from date of Work Order
  - iv.** Maintenance and Repair of the machine is in scope of the agency. Failing which, BHEL holds the right to get the work done by itself at the risk and cost of the agency with necessary overheads
  - v.** Bidder to quote for monthly charges for initial 4000 copies. The main counter reading shall be considered for the count of number of copies.
  - vi.** 1 Nos. count of A3 Size Copy shall be considered as 2 Nos of A4 size.
- 2) Mobilisation Period:** Immediate on intimation of BHEL
- 3) Terms of Payment:** 100% Payment within 30 days from submission of monthly invoice duly vetted by BHEL Engineer. *For the days when the equipment is not in service, the Hiring Charges shall be deducted on Pro-Rata Basis considering 26 Working Days in a month.*
- 4) Statutory Obligations, Safety and Security:** Bidder shall adhere to and abide by the Statutory Requirements, Safety provision/norms specified and as required by BHEL.
- 5)** For the days when the equipment is not in service, the Hiring Charges shall be deducted on Pro-Rata Basis considering 26 Working Days in a month.

**6.0 TAXES, DUTIES, LEVIES (Consolidated Rev 08 dated 17/08/2016)**

**6.1.1**

The contractor shall pay all (save the specific exclusions as enumerated in this contract) taxes, fees, license charges, deposits, duties, tools, royalty, commissions or other charges which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit.

**However, provisions regarding Service Tax, Swachh Bharat Cess, Krishi Kalyan Cess and Value Added Tax (VAT) on output services and goods shall be as per following clauses.**

**6.1.2 Service Tax ,Swachh Bharat Cess & Krishi Kalyan Cess on Services:**

**BHARAT HEAVY ELECTRICALS LIMITED  
POWER SECTOR WESTERN REGION, NAGPUR**

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Contractor's price/rates shall be exclusive of Service Tax, Swachh Bharat Cess and Krishi Kalyan Cess on Services. In case, it becomes mandatory for the contractor under provisions of relevant act/law to collect the Service Tax, Swachh Bharat Cess & Krishi Kalyan Cess from BHEL and pay the same to the concerned tax authorities, such applicable amount will be paid by BHEL at the prevailing Service Tax Rate against submission of documentary evidence presently Service Tax 14%, Swachh Bharat Cess 0.5% & Krishi Kalyan Cess 0.5% on the admitted Service value is applicable.

**Contractor shall submit to BHEL documentary evidence of Service Tax registration certificate specifying name of services covered under this contract. Contractor shall submit serially numbered Tax Invoice, signed by him or a person authorized by him in respect of taxable service provided, and shall contain the following, namely,**

- 1. The name, address and the registration number of the contractor,**
- 2. The name and address of the party receiving taxable service,**
- 3. Description and value of taxable service provided and,**
- 4. The service tax, Swachh Bharat Cess & Krishi Kalyan Cess payable thereon.**

**All the Four conditions shall be fulfilled in the invoice before release of service tax, Swachh Bharat Cess & Krishi Kalyan Cess.**

**Wherever, more than one route/option are available for discharge of service tax including Swachh Bharat Cess & Krishi Kalyan Cess liability under a particular service, (e.g. "works contract Service"), contractor shall obtain prior written consent from BHEL site before billing the amount towards Service Tax including Swachh Bharat Cess & Krishi Kalyan Cess.**

**Note:-As per CENVAT credit Rules, Cenvat credit of service tax/ Krishi Kalyan Cess can be availed by service receiver within one year from the date of invoice. If BHEL is deprived off the benefit of Cenvat credit due to reason(s) attributable to sub-contractor then service tax/ Krishi Kalyan Cess shall not be reimbursed to subcontractor.**

**6.2 New Taxes/Levies - For All types of works excepting works covered under sl no 8.2**

**In case the Government imposes any new levy/tax on the output service/ goods/ after price bid opening, the same shall be reimbursed by BHEL at actual.**

**In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer but before opening of the price Bid, the Bidder/Contractor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of Price Bid. Claim for any such impact after opening the Price Bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.**

No reimbursement/recovery on account of increase/reduction in the rate of taxes, levies, duties etc. on input goods/services/work shall be made. Such impact shall be taken care of by the Price Variation/Adjustment Clause (PVC) if any. In case PVC is not applicable for the contract, Bidder has to make his own assessment of the impact of future variation if any, in rates of taxes/duties/ levies etc. in his price bid.

**6.3 BOCW Cess -**

The quoted rates shall be exclusive of the BOCW Cess which, if applicable, shall be paid extra by BHEL against Documentary evidence. However, the applicability of the BOCW Cess shall be got confirmed from BHEL in writing, before remitting such Cess/tax.

**6.4 GST:**

As and when GST becomes applicable to this contract, the net differential (negative or positive) financial liability of the bidder to the Authorities (as compared to such liability prior to applicability of GST), if any, shall be to the account of BHEL. For this purpose, all available options under the GST shall be explored, and the decision of BHEL in this regard shall be final and binding on the bidder.

BHARAT HEAVY ELECTRICALS LIMITED  
POWER SECTOR WESTERN REGION, NAGPUR  
**Forms to be submitted along with the tender (duly filled)**

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**Annexure–A**

**NO DEVIATION CERTIFICATE**

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

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

Dear Sir,

Sub : **No Deviation Certificate**

Ref : 1) NIT/Tender Specification No: BHE/PW/PUR/BRD-PHOTO COPY/1726  
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  
**Forms to be submitted along with the tender (duly filled)**

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**Annexure–B**

**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)

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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: BHE/PW/PUR/BRD-PHOTO COPY/1726

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

**Tick(✓) any one as applicable:**

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

OR

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

(i)

(ii)

Signature of the Authorised Signatory

Note:

1. Attach separate sheet, if necessary.
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  
POWER SECTOR WESTERN REGION, NAGPUR  
**Forms to be submitted along with the tender (duly filled)**

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**Annexure–C**

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))

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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

BHARAT HEAVY ELECTRICALS LIMITED  
POWER SECTOR WESTERN REGION, NAGPUR  
**Forms to be submitted along with the tender (duly filled)**

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**Annexure-D**

**DECLARATION BY AUTHORISED SIGNATORY OF BIDDER**

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

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To,

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

Dear Sir,

Sub : **Declaration by Authorised Signatory**

Ref : 1) NIT/Tender Specification No: BHE/PW/PUR/BRD-PHOTO COPY/1726

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  
**Forms to be submitted along with the tender (duly filled)**

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

KNOW ALL MEN BY THESE PRESENTS, that I/We do hereby make, nominate, constitute and appoint Mr ..... , whose signature given below herewith to be true and lawful Attorney of M/s..... hereinafter called 'Company', for submitting Tender/entering into Contract and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of Company with M/s Bharat Heavy Electricals Ltd, Power Sector \_\_\_\_\_ Region, \_\_\_\_\_, in connection \_\_\_\_\_ with \_\_\_\_\_

vide Tender Specification No : \_\_\_\_\_, dated \_\_\_\_\_.

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

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

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_

Director/CMD/Partner/Proprietor

Signature of Mr.....(Attorney)

Attested by: Director/CMD/Partner/Proprietor

Witness

Notary Public