

Rev 01  
1<sup>st</sup> Jun  
2012

# NOTICE INVITING TENDER

(Document No PS:MSX:NIT)

Bharat Heavy Electricals Limited



Ref:

Date: --/--/----

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**NOTICE INVITING TENDER (NIT)**

**NOTE: BIDDER MAY DOWNLOAD FROM WEB SITES**

**OR**

**PURCHASE TENDERS FROM THIS OFFICE ALSO**

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To

Dear Sir/Madam

**Sub : NOTICE INVITING E-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	<b>TENDER NUMBER</b>	<b><i>BHEL/NR/SCT/PARBATI II/ ROTOR POLES/1008</i></b>	
ii	<b>Broad Scope of job</b>	Transportation of defective Rotor Poles 19 Nos. (approx. 09 ton each) from Parbati II site to BHEL Bhopal.	
iii	<b>DETAILS OF TENDER DOCUMENT</b>		
a	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>	<i>Applicable</i>
b	Volume-IB	<i>Special Conditions of Contract (SCC)</i>	<i>Applicable</i>
c	Volume-IC	<i>General Conditions of Contract (GCC)</i>	<i>Applicable</i>
d	Volume-ID	<i>Forms and Procedures</i>	
e	Volume-II	<i>Price Schedule (Absolute value).</i>	<i>Applicable</i>
iv	<b>Issue of Tender Documents</b>	<b>1. <u>Sale from BHEL PS Regional office at :</u></b> <b>Start : 07/10/15, Time : 0900 HRS</b> <b>Closes: 17/10/15 , Time : 1200 HRS</b> <b>2. From BHEL website (<a href="http://www.bhel.com">www.bhel.com</a>)</b> Tender documents will be available for downloading from website till due date of submission	<i>Applicable/ Not applicable</i>
v	<b>DUE DATE &amp; TIME OF OFFER SUBMISSION</b>	<b>Date : 17/10/2015, Time : 1500 HRS</b> <b>Place : NOIDA</b>	<i>Applicable</i>
vi	<b>OPENING OF TENDER</b>	<b>Date : 17/10/2015 , Time : 1530 HRS</b> <i>(within 2 hours of the latest due date and time of offer submission).</i>	<i>Applicable</i>

		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.	
vii	EMD AMOUNT	Rs. 20,000/-	Applicable
viii	COST OF TENDER	Rs 2000/-.	Applicable/Not Applicable
ix	LAST DATE FOR SEEKING CLARIFICATION	Date: 12.10.2015 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 :	Applicable/Not applicable.
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)		Applicable/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) <b>and not in the newspapers</b> . 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 Noida issuing the Tender, along with techno-commercial offer. Bidder may also choose to deposit the Tender document cost by cash at the Cash Office as stated above against sl. No. iv of 1, on any working day; and in such case copy of Cash receipt is to be enclosed with the Techno Commercial offer. Sale of tender Documents shall not take place on National Holidays, holidays declared by Central or State Governments and BHEL PS HQ at Noida, Sundays and second/ last Saturdays. As this tender is an E-Tender and no paper bids will be accepted therefore the scanned copy of the Demand Draft or the Cash Receipt issued by BHEL PSNR should be uploaded in the E procurement portal. Hard Copy of the demand draft should reach BHEL PSNR HQ Noida before the due date and time of bid submission. BHEL shall not be responsible for postal or any other delays in this regard.
- 4.0 Unless specifically stated otherwise, bidder shall deposit EMD through Demand Draft/Pay Order in favour of Bharat Heavy Electricals Ltd, payable at Noida. As this tender is an E-Tender and no paper bids will be accepted therefore the scanned copy of the Demand Draft/Pay Order should be uploaded in the E procurement portal. Hard Copy of the Demand Draft/Pay Order should reach BHEL PSNR HQ Noida before the due date and time of bid submission. BHEL shall not be responsible for postal or any other delays in this regard. For other details and for 'One Time EMD' please refer General Conditions of Contract.

- 5.0 **Procedure for Submission of Tenders**: This is an E-tender floated online through our E-Procurement Site <https://bheleps.buyjunction.in>. The bidder should respond by submitting their offer online only in our e-Procurement platform at <https://bheleps.buyjunction.in>. Offers are invited in two-parts only.

**Documents Comprising the e-Tender**

The tender shall be submitted online ONLY EXCEPT TENDER FEE & EMD (in physical form) as mentioned below:

**a. Technical Tender (UN priced Tender)**

All Technical details (eg. Eligibility Criteria requested (as mentioned below)) should be attached in e-tendering module, failing which the tender stands invalid & may be REJECTED. Bidders shall furnish the following information along with technical tender (preferably in pdf format):

- i. Tender Cost and Earnest money Deposit (EMD) furnished in accordance with NIT Clause 3.0 & 4.0. Alternatively, documentary evidence for claiming exemption as per clause 29 of NIT
- ii. Technical Bid (without indicating any prices).

**b. Price Bid:**

- i. Prices are to be quoted in the attached Price Bid format online on e-tender portal.
- ii. The price should be quoted for the accounting unit indicated in the e-tender document.
- iii. Note: It is the responsibility of tenderer to go through the Tender document to ensure furnishing all required documents in addition to above, if any. Any deviation would result in REJECTION of tender and would not be considered at a later stage at any cost by BHEL.
- iv. A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
- v. A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
- vi. In case offer is sent through hard copy/fax/telex/cable/electronically in place of e-tender, same shall not be considered.

**DO NOT'S**

Bidders are requested NOT to submit the hard copy of the Bid. In case offer is sent through hard copy/fax/telex/cable/electronically in place of e-tender, the same shall not be considered. **Also, uploading of the price bid in prequalification bid or technical bid may RESULT IN REJECTION of the tender.**

**Digital Signing of e-Tender**

Tenders shall be uploaded with all relevant PDF/zip format. The relevant tender documents should be uploaded by an authorized person having Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION digital signature certificate (DSC).

**The Requirement:**

1. A PC with Internet connectivity &
2. DSC (Digital Signature Certificate)( **Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION**)

BHEL has finalized the e-procurement service Provider:-

**M/s M Junction services Limited, Kolkata**

Godrej Water Side, 3rd Floor, Tower-1, Plot-V, Block - DP  
Sector - V, Salt Lake, Kolkata-700091, West Bengal, INDIA

The contact details of the service provider are given below:

1. M/s MJUNCTION SERVICES LTD., Kolkata:  
Mr. Vipin Singh (Mob: 9717149600), Mr. Ashish Bharadwaj (Mob: 97171 32381)  
Mr. Samya Mukherjee (Mob: 91633 48220), Mr. Sumant Chowdhury (Mob: 91633 48104)
2. Customer care Help Desk of M/s MJUNCTION SERVICES LIMITED, Kolkata:  
Tel ~ 033 - 66011717 (From 9.30 am to 5.30 pm),  
Mob - 91633 48283 - 86/ 85840 08116 (From 5.30 pm to 8.30 pm)  
HELPDESK email: eps.customercare@mjunction.in,

The process of utilizing e-procurement necessitates usage of **DSC (Digital Signature Certificate) Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION** and you are requested to procure the same immediately, if not presently available with you. Please note that only with DSC, you will be able to login the e-procurement secured site and take part in the tendering process.

3. The contact details of the DSC Certifying Authority as given below

1	<b>GNFC</b>	<a href="http://www.ncodesolutions.com">www.ncodesolutions.com</a>
2	<b>e-Mudhra</b>	<a href="http://www.e-Mudhra.com">http://www.e-Mudhra.com</a>
3	<b>Safescrypt</b>	<a href="http://www.safescrypt.com">www.safescrypt.com</a>

Vendors are also requested to go through seller manual available on [www.bheleps.buyjunction.in](http://www.bheleps.buyjunction.in)

#### 6.0 Not used

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 Not used

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 be deemed to be in compliance with tender including PBD.
- 15.0 Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), **if applicable**, along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. **The names and other details of Independent External Monitor (IEM) for the subject tender is as given at point (1) above.**
- 16.0 The Bidder has to satisfy the Pre Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre Qualification Criteria specified in this NIT as per Annexure-I (as applicable), past performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under HOLD.
- 17.0 In case BHEL decides on a 'Public Opening', the date & time of opening of the sealed PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one authorised representative to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful/Disqualified bidders under intimation to the respective bidders.
- 18.0 Validity of the offer shall be for **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 **Not used**
- 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 The offers of the bidders who are on the banned/ hold list as also the offer of the bidders, who engage the services of the banned/ hold firms, shall be rejected. The list of **banned/ hold firms** is available on BHEL web site [www.bhel.com](http://www.bhel.com).
- 27.0 BHEL reserves the right to go for **Reverse Auction (RA)** instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance 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.

In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their

acceptance to participate in Reverse Auction will have to necessarily submit “online sealed bid” in the Reverse Auction. Non-submission of “online sealed bid” by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.

Information and General Terms and Conditions governing RA shall form part of the RFQ/ Enquiry.

28.0 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. The abridge version of extant ‘Guidelines for suspension of business dealings with suppliers/ contractors’ is available on [www.bhel.com](http://www.bhel.com) on “**supplier registration page**”.

29.0 **Micro and Small Enterprises (MSE)**

Any Bidder falling under MSE category, shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer

Type under MSE	SC/ST owned	Others
Micro		
Small		

**Note:** - If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.

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 as Annexure – 4 where deemed validity of EM-II certificate of five years has expired) applicable for the relevant financial year (last 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 bids at par with other bidders. No benefits 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 uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.

MSEs shall be exempted from payment of tender fee.

MSEs shall be exempted from payment of earnest money at the time of tender deposit. However, there is no exemption of security deposit submission.

30.0 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.

31.0 Order of Precedence

In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:

- a. Amendments/Clarifications/Corrigenda/Errata etc issued in respect of the tender documents by BHEL
- b. Notice Inviting Tender (NIT)
- c. Price Bid
- d. Technical Conditions of Contract (TCC)—Volume-1A
- e. Special Conditions of Contract (SCC) —Volume-1B
- f. General Conditions of Contract (GCC) —Volume-1C
- g. Forms and Procedures —Volume-1D

for BHARAT HEAVY ELECTRICALS LTD  
(SCT)

**Enclosure:-**

- (i) Annexure-1: Pre Qualifying criteria.
- (ii) Annexure-2: Check List.
- (iii) Annexure-3: Modification / Deletions in Standard Clause of General Conditions of Contract (GCC) or Special Conditions of Contract (SCC)
- (iv) Annexure-4: Chartered Accountant certificate for MSMED
- (v) Annexure-5: General Terms and Conditions of Reverse Auction (RA)
- (vi) Annexure-6: Authorization of representative who will participate in the online Reverse Auction Process
- (vii) Feedback form
- (viii) Other Tender documents as per this NIT.

**ANNEXURE – 1****PRE QUALIFYING REQUIREMENTS**

JOB	<b>Transportation of defective Rotor Poles 19 Nos. (Approx. 09 ton each) from Parbati II site to BHEL Bhopal.</b>
TENDER NO	<b>BHEL/NR/SCT/PARBATI II/ ROTOR POLES/1008</b>

SL NO.	Name and Description of qualifying criteria	Bidders claim in respect of fulfilling the PQR Criteria	
			Page no. of supporting document
A	<b>Submission of Integrity Pact duly signed</b>	<b>Not Applicable</b>	
B	<b>Assessment of Capacity of Bidder to execute the work as per sl. no. 9 of NIT</b>	<b>Not Applicable</b>	
C C-1	<p><b><u>Technical</u></b></p> <p><b><u>Bidder who wish to participate should have:</u></b></p> <p>Experience of having successfully 'Executed' <b>Similar Works</b> during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:</p> <p>C-1.1 Three (03) similar works each costing not less than the amount equal to Rs. 3.14 Lakhs.</p> <p style="text-align: center;"><b>OR</b></p> <p>C-1.2 Two (02) similar works each costing not less than the amount equal to Rs. 3.92 Lakhs.</p> <p style="text-align: center;"><b>OR</b></p> <p>C-1.3 One (01) similar work costing not less than amount equal to Rs. 6.27 Lakhs.</p>	<b>Applicable</b>	
D	<b><u>FINANCIAL</u></b>	<b>Applicable</b>	
D-1	<p><b><u>TURNOVER</u></b></p> <p>Bidders must have achieved an average annual financial turnover (Audited) of Rs. 2.35 Lakhs or more over last three Financial Years (FY) i.e. (2011-2012, 2012-2013, 2013-2014). Bidder shall submit audited accounts (balance sheets and profit &amp; loss account) in support of this.</p> <p>In case audited financial statements have not been submitted for all the three years as indicated above, then the applicable audited statements submitted by the</p>		

	bidders against the requisite three years, will be averaged for three years i.e. total divided by three.		
D-2	<p><b><u>NET WORTH</u></b></p> <p>Net worth of the Bidder based on the latest Audited Accounts as furnished for 'D-1' above should be positive.</p> <p>Net Worth = Paid up share capital + Reserves.</p> <p>(Net worth is required to be evaluated in case of companies)</p>		
D-3	<p><b><u>PROFIT</u></b></p> <p>Bidder should have earned cash profit in any one of the three financial years as applicable in the last three financial years defined in 'D-1' above based on latest Audited accounts.</p> <p>Profit shall be NET profit (PAT + Non cash expenditure viz. depreciation) earned during any one of the three financial years as in 'D-1' above.</p>		
E	<b>Approval of Customer</b>	<b>Not Applicable</b>	
F	<b>Consortium Criteria</b>	<b>Not Applicable</b>	
	<p><b><u>Explanatory Notes for QR 'C'</u></b></p> <ul style="list-style-type: none"> <li>• For QR 'C' above the word 'Executed' means the bidder should have achieved the Technical Criteria, specified in the QR (as in 'C' above), even if the total contract has not been completed or closed.</li> </ul> <p>(The Bidder shall submit the work completion certificate issued by Customer/ Contractor.)</p> <ul style="list-style-type: none"> <li>• If the Qualifying work is executed in the last seven years period, as specified above, even if it has been started earlier, the same will also be considered meeting the qualifying requirements.</li> <li>• The word '<b>Similar Works</b>' means Transportation Works.</li> <li>• Relevant documents, meeting above requirements at C &amp; D, shall be submitted by bidders.</li> </ul>		

BIDDER SHALL SUBMIT ABOVE PRE-QUALIFICATION CRITERIA FORMAT, DULY FILLED-IN, SPECIFYING RESPECTIVE ANNEXURE NUMBER AGAINST EACH CRITERIA AND FURNISH RELEVANT DOCUMENT INCLUSIVE OF WORK ORDER AND WORK COMPLETION CERTIFICATE ETC IN THE RESPECTIVE ANNEXURES IN THEIR OFFER.

**ANNEXURE - 2****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: Please tick ( <input type="checkbox"/> ) whichever applicable:- 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/Not Applicable	YES/NO
8	Copy of PAN Card	Applicable/Not Applicable	YES/NO
9	Whether all pages of the Tender documents including annexures, appendices etc are read understood and signed	Applicable/Not Applicable	YES/NO
10	Integrity Pact	Applicable/Not Applicable	YES/NO
11	Declaration by Authorised Signatory	Applicable/Not Applicable	YES/NO
12	No Deviation Certificate	Applicable/Not Applicable	YES/NO
13	Declaration confirming knowledge about Site Conditions	Applicable/Not Applicable	YES/NO
14	Declaration for relation in BHEL	Applicable/Not Applicable	YES/NO
15	Non Disclosure Certificate	Applicable/Not Applicable	YES/NO
16	Bank Account Details for E-Payment	Applicable/Not Applicable	YES/NO
17	Capacity Evaluation of Bidder for current Tender	Applicable/Not Applicable	YES/NO

18	Tie Ups/Consortium Agreement are submitted as per format	Applicable/Not Applicable	YES/NO
19	Power of Attorney for Submission of Tender/Signing Contract Agreement	Applicable/Not Applicable	YES/NO
20	Analysis of Unit rates	Applicable/Not Applicable	YES/NO

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

DATE :

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

**Annexure-3**

**Modification / Deletions in Standard Clause of General Conditions of Contract (GCC) or  
Special Conditions of Contract (SCC)**

**i) Modification in GCC Clauses**

- **Clause Nos. 2.6 (excluding cl. no. 2.6.1), 2.8.4, 2.8.6, 2.8.7, 2.8.19, 2.8.22, 2.9, 2.10, 2.11, 2.12, 2.13, 2.15, 2.16, 2.17, 2.22, 2.23, 2.24 of GCC – Not Applicable.**
- **Clause No. 2.14.1 of GCC modified as:** The quoted rates shall remain firm irrespective of any variations in the individual quantities. No compensation becomes payable in case the variation of the final executed contract value is within the limits of Plus (+) or Minus (-) 25% of awarded contract value.

**ii) Modification in SCC Clauses**

- **Clause Nos. 1.0, 2.0, 3.0, 4.0, 5.5, 6.0, 7.0, 8.0, 10.0 & 11.0 of SCC – Not Applicable.**

**Other clauses of Standard GCC & SCC shall remain unchanged.**

**ANNEXURE - 4**

**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 (i.e. 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.....Lacs

**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.....Lacs

**(Strike off which is not applicable)**

The above investment of Rs.....Lacs is within permissible limit of  
Rs.....Lacs 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

**GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION (RA)**

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit "online sealed bid" in the Reverse Auction. Non submission of "online sealed bid" by the bidder for any of the eligible items for which techno commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the

„Business Rules of Reverse Auction“, which will be communicated before the Reverse Auction.

13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1(s) bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

**ANNEXURE – 6****Authorization of representative who will participate in the on line Reverse Auction Process;**

1	NAME & DESIGNATION OF OFFICIAL	
2	POSTAL ADDRESS (COMPLETE)	
3	TELEPHONE NOS. (LAND LINE & MOBILE BOTH)	
4	FAX NO.	
5	E-MAIL ADDRESS	
6	NAME OF PLACE/ STATE/ COUNTRY, WHEREFROM S/HE WILL PARTICIPATE IN THE REVERSE AUCTION	

**ANNEXURE – 7****Feedback Form: From where did you get information reg. this tender**

1	NEWSPAPER ADVERTISEMENT (NAME)	
2	BHEL WEBISTE (TENDER NOTIFICATION)	
3	CENTRAL PUBLIC PROCUREMENT PORTAL OF GOVERNMENT OF INDIA (CPP PORTAL)	
4	EMAIL COMMUNICATION FROM BHEL	
5	ANY OTHER SOURCE	

## TECHNICAL CONDITIONS OF CONTRACT

### 1.0 SCOPE OF WORK

- 1.1 This tender specification covers Transportation of defective Rotor Poles 19 Nos (approx. 09 ton each) from Parbati II site to BHEL Bhopal as per details given below:

S.NO.	DESCRIPTION OF ITEMS	DISPATCHING SITE	RECEIVING SITE	NOS OF TRAILORS/TRUCKS REQUIRED FOR TRANSPORTATION WORK	KMS. (APPROX. One side)
1	Defective Rotor Poles -19 Nos (Approx. 09 Ton weight each pole)	BHEL Site Office, PC-102, NHPC Colony, PARBATI HEP Parbati HEPS, V & PO- SAINJ, Distt-Kullu (H.P.)-175134	HEAVY ELECTRICAL PLANT, Piplani, Bhopal-462 022	As per requirement	1278

- 1.2 Lump sum price is to be quoted for transportation work of above items from dispatching site to receiving site as per rate schedule cum BOQ “**Annexure I**”. Actual payment will be payable to bidder on the basis of actual work executed (total number of poles transported as per agreed rate Rs/Pole as accepted by BHEL). **Distance mentioned is only for general idea/information for the vender.**
- 1.3 Proper lashing/anchoring for safe transportation of the materials is to be arranged by transporter. Requirement of any angle / channel and its welding for locking of heavy consignments shall be provided by BHEL, if required.
- 1.4 Transporter shall deploy roadworthy and suitable vehicles duly insured as per MVI norms. (Vehicles should have interstate permit so that there is no problem with RTO during transit) for transporting of materials from one site to other BHEL site. **The safe transportation of the consignments up to the destination shall be the responsibility of the transporter.**
- 1.5 Loading & unloading shall be carried out by BHEL or BHEL’s contractor.
- 1.6 The consignment is to be transported on door delivery basis. The transporter shall furnish details of GRs etc by FAX/mail to consigner/consignee and BHEL-PSNR (AGM) Hydro Noida.
- 1.7 Transit insurance of materials belonging to BHEL shall be arranged by BHEL.
- 1.8 **Transshipment and overloading of vehicles will not be allowed.** The contractor shall ensure complete safety of the cargo/consignments during transportation including its security. In case of breakdown of vehicles, transshipments, if necessary, will be undertaken by the contractor at his own risk and cost. Permission for such transshipment shall have to be taken from BHEL. Any transshipment made for any reason other than stated above or without

prior permission of BHEL authority, will result in a penalty @ 10% for number of Rotor Pole/poles which have been transshipped.

- 1.9 **Transporters shall take all statutory clearance/approvals from concerned Indian/state Authorities for safe transport and timely completion of delivery of cargoes on door delivery basis.** All commercial implication in this respect shall be borne by the transporter. However, assistance, as felt necessary shall be provided by BHEL. The transporter shall be responsible for paying any penalty/demurrage, if the same is payable on account of violating any rules and regulations at any point of time and lack of knowledge shall not be any excuse for the same.
- 1.10 Detention charges if any on account of delay while loading/unloading after 48 hours at both ends shall be paid @ Rs.3500/- per day per Low bed Trailer and @ Rs.1500/- per day per Mechanical Trailer and Rs. 500/ per day for Taurus/Truck.
- 1.11 Contractor shall arrange the entry gate pass for their crew for which necessary documents will be forwarded by BHEL to the concern Authority/ Customer, if required.
- 1.12 **The bidder shall specifically confirm that they have inspected both the sites (Despatching & Receiving site) of work and is fully conversant with the prevailing conditions under which work is to be executed and will not raise claim of any nature due to lack of knowledge of site condition.** He will also confirm that local taxation laws/**Local or Truck UNION** and total environmental conditions in and around of both the sites, have been clearly understood by him and that their rates have been quoted accordingly. Bidders are advised to carry out route survey in order to get themselves acquainted with the prevailing road conditions and situations before submitting their offer. **Bidder may note that he should be fully aware of the local transport union rules/regulations while quoting for this tender. This is apart from other regulations which are in force.**
- 1.13 It is the **responsibility of the Transporter/ Contractor to make actual assessment of the requirement of Trailers/Truck** based on inspection of materials by the bidder. The tentative packing list of items to be transported is enclosed as annexure II. The contractor has to carry out the work within finally accepted price.
- 1.14 Responsibility of Transportation of BHEL Consignments up to respective destination and deployment of suitable trucks/Trailers shall lie with the Transporter.
- 1.15 **CONSIDERING NATURE OF THE JOB, NO PERFORMANCE GUARANTEE SHALL BE APPLICABLE FOR THIS WORK.**
- 1.16 **The security deposit (SD) will be submitted by contractor at dispatching site and same will be released by dispatching site in line with tender clause.**

## **2.0 TERMS OF PAYMENT**

100% payment within 30 days (as per rate schedule) after receipt of bills along with the proof of receipt of consignments at the dispatching site and certification from BHEL engineer that work has been satisfactorily completed and that there is no recovery due against the

transporter against this contract. The transporter shall also submit counterfoils of road permits, if any, issued to them along with the documents. Service tax shall be reimbursed on submission of documentary proof on actual. The bills and relevant documents shall be submitted to dispatching site for payment after completion of work in all respect.

### **3.0 RATE SCHEDULE**

- 3.1 Contractor shall fully understand description and scope of work before quoting. The scope of work and responsibility of the contractor as mentioned under these specifications shall be covered within the quoted / finally accepted rates. Lumpsum price is to be quoted as per rate schedule in part II, Price bid.
- 3.2 The tenderer shall quote the prices/rates as per the rate schedule only, in part II price bid & **same shall be indicated in the unpriced rate schedule of NIT.**

### **4.0 TAXES & DUTIES**

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** on out put services shall be as per following clauses:

#### **4.1 SERVICE TAX & CESS ON SERVICE TAX**

##### **IF THE SERVICE PROVIDER/ CONTRACTOR IS A GOODS TRANSPORT AGENCY (GTA)**

Service Tax and Cess on Service Tax as applicable on output Services are excluded from contractor's scope; therefore contractor's price/rates shall be **exclusive** of Service Tax and Cess on Output Services. Contractors shall issue a **Consignment Note** complying with the Rule 4B of Service Tax Rules, 1994 and BHEL will pay the service tax under Reverse Charge Mechanism. No amount will be reimbursed to the contractor for service tax. As per rule 4B of Service Tax Rules, 1994 "consignment note" means a document, issued by a goods transport agency against the receipt of goods for the purpose of transport of goods by road in a goods carriage, which is serially numbered, and contains the name of the consignor and consignee, registration number of the goods carriage in which the goods are transported, details of the goods transported, details of the place of origin and destination, person liable for paying service tax whether consignor, consignee or the goods transport agency. **The Contractor shall provide a declaration in the consignment note issued, to the effect that neither CENVAT credit of duty paid on inputs or capital goods or service tax paid on input services used for the provision of service has been taken nor the benefit of Notification No. 12/2003 - Service tax has been taken by them. This is required for the purpose of availment of abatement by the person liable to pay service tax.**

## **IF THE SERVICE PROVIDER/ CONTRACTOR IS NOT GOODS TRANSPORT AGENCY (GTA)**

Service Tax and Cess on Service Tax as applicable on output Services will be reimbursed extra subject to fulfillment of following conditions;

1. Service tax on output service should be quoted separately from the value of service. In case service tax is not quoted by the service provider due to the reason that service tax is not applicable to the contractor, the contractor should clearly mention in the quotation that **“Service Tax is not applicable to them”. Any quotation received inclusive of service tax will be liable to be rejected”**.
2. Since an abatement of 70% is available in case of Transportation of Goods by Road, **reimbursement on account of service tax is limited to service tax on 30% of the value of service.**
3. Contractor shall obtain prior written consent of BHEL before billing the amount towards such taxes.
4. Contractor shall submit to BHEL documentary evidence of Service Tax registration certificate specifying name of services covered under this contract.
5. **Contractor shall submit serially numbered Service Tax Invoices, signed by him or a person authorized by him in respect of taxable service provided, and shall contain the following, namely:**
  - a. **The name, address and registration number of the contractor.**
  - b. **The name and address of the party receiving taxable service (BHEL).**
  - c. **Description, classification and value of taxable service provided and.**
  - d. **The Service Tax payable thereon.**

**All the above conditions shall be fulfilled in the invoice for payment of service tax by BHEL.** Purpose of above requirements, inter alia, is to enable availment of CENVAT credit by BHEL. Bidder has to submit the invoice strictly within two months so as to take Cenvat credit by BHEL without any loss. When Cenvat credit could not be availed by BHEL within statutory time due to delay in submission of invoices or for any other reasons attribute to vendors/contractors, liability towards loss of such CENVAT credit shall be passed on to vendors/contractors.

### **4.2 NEW TAXES/LEVIES:**

In case the Government imposes any new levy/tax on the output service/goods/work after award of the contract, 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, 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. As 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.

## **5.0 TIME SCHEDULE**

- 5.1 The contract shall be valid for a period of one month from date of issue of LOA. However the validity of contract can be extended by mutual consent on same rates, terms and conditions.
- 5.2 **The schedule of commencement of work related to transportation of each consignment shall be decided by BHEL as per site conditions. BHEL will intimate schedule date of start of work related to transportation of defective rotor poles from the Parbati II HEP site, with a notice period of 7 days.** Entire work for transportation under this contract is required to be completed, in all respect, within given days as mentioned below from the schedule date of start of work:

<b>S. NO</b>	<b>DESCRIPTION OF ITEMS</b>	<b>DISPATCHING SITE</b>	<b>RECEIVING SITE</b>	<b>COMPLETION PERIOD OF TRANSPORTATION</b>
1	Defective Rotor Poles - Length 3500 mm x Width 900 mm x Height 1000 mm 19 Nos (Approx. 09 Ton weight each pole)	<b>BHEL Site Office, PC-102, NHPC Colony, PARBATI HEP Parbati HEPS, V &amp; PO- SAINJ, Distt-Kullu (H.P.)-175134</b>	<b>HEAVY ELECTRICAL PLANT, Piplani, Bhopal-462 022</b>	30 Days

**The completion schedule will be counted from the scheduled date of start of work intimated by BHEL. However, detention period, as certified by BHEL Engineer, will not be accounted for the purpose of completion schedule.**

## **6.0 SPECIAL INSTRUCTIONS FOR BID SUBMISSION**

While submitting Bid, the Bidder shall disclose/ confirm the following by way of a notarized affidavit cum undertaking executed on non-judicial stamp paper of Rs 100/-.

- I. Details of its group concerns or affiliates etc. who are also engaged in transportation business.
- II. Details/particulars of Partners/Proprietors/Directors of bidder/ such group concerns or affiliates etc. including details of DIN numbers (in case of Directors) and PAN number (in case of Partners/Proprietors) duly supported by self-attested copies of relevant documents.
- III. Confirm that none of its Group concerns or affiliates etc. appear on the list of banned firms/ companies by BHEL (List available on [www.bhel.com](http://www.bhel.com)) nor any of the Director/Partner/Proprietor of bidder/ such group concern or affiliate etc. are involved with such firm/ company.
- IV. Confirm that other than the Bidder, none of its Group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same Proprietor/common Partner(s)/common Director(s).
- V. BHEL may reject the bid or in case the contract has been awarded, then terminate the contract apart from taking any other suitable action under the contract or applicable legal

provisions or BHEL guidelines, including Guidelines for Suspension of Business Dealings, without any liability for any compensation to the Bidder if

- BHEL discovers at any time that any statement made by the Bidder in the affidavit cum undertaking is false, fraudulent or
- any document submitted by the Bidder was fake or forged
- Or if BHEL determines in its sole discretion that any statement was aimed at deliberately misleading BHEL with a view to ensure award of the subject contract to the Bidder.

The bid submitted by any Bidder who omits to submit the affidavit cum undertaking as per the clause **(III), (IV) and (V)**, shall be liable to be summarily rejected.

UNPRICED RATE SCHEDULE

**Job:- Transportation of Defective Rotor poles from Parbati II HEP site to BHEL Bhopal.**

S.NO.	DESCRIPTION OF WORK	TOTAL LUMP SUM PRICE ("A") IN RUPEES (IN FIGURES AND WORDS)
1	TRANSPORTATION WORK OF DEFECTIVE ROTOR POLES -19 NOS (APPROX. 09 TON WEIGHT EACH POLE) FROM BHEL PARBATI II TO BHEL BHOPAL (LUMP SUM RATE FOR TOTAL 19 NOS POLES)	XXXX

BREAK UP OF LUMP SUM PRICE "A" QUOTED ABOVE:

S.NO.	DESCRIPTION OF WORK	RATES (in Rs.) PER POLE
1	FREIGHT RATE IN RS. PER ROTOR POLE FOR TRANSPORTATION WORK OF DEFECTIVE ROTOR POLES -19 NOS FROM BHEL PARBATI II TO BHEL BHOPAL (PER POLE RATE)	<u>TOTAL PRICE "A"</u> 19

**NOTES:**

- 1) Evaluation of bids shall be done on total Lumpsum price ("A") against this Rate Schedule.
- 2) All the above quoted rates shall be firm throughout the contract period.
- 3) The rate shall be entered in figure as well as in words. In case of difference in rate between words and figures, the lesser of the two will be treated as valid rate.
- 4) Lump sum price "A" is to be quoted for transportation of material from dispatching site to receiving site.
- 5) The quantity of Defective rotor poles are indicative only and may be increased/decreased.
- 6) Actual payment will be payable to bidder on the basis of actual work executed (total number of poles transported as per agreed rate Rs. per Pole as accepted by BHEL)
- 7) Taxes and duties shall be as per clause no 4.0 of TCC.

**DATE:**  
**PLACE:**

**SIGNATURE:**  
**NAME OF SIGNATORY:**  
**NAME OF BIDDER:**  
(SEAL OF THE BIDDER)

**DEFECTIVE ROTOR POLE PACKING LIST**

<b>ITEM DESCRIPTION</b>	<b>QTY</b>	<b>APPOX. WEIGHT (MT)</b>	<b>SIZE L X W X H (MM X MM X MM)</b>
Defective Rotor Poles	19 Nos	09 Ton Each	Length 3500 mm Width 900 mm Height 1000 mm